



Fort Myers Beach Town Council

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

Agenda

Monday, February 7, 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**
- VIII. PROCLAMATIONS**
 - A. 100th Birthday Celebration
- IX. PRESENTATION**
 - A. Florida Power & Light - Electric Charging Stations
- X. APPROVAL OF MINUTES**
 - A. January 24, 2022 Town Council
- XI. CONSENT AGENDA**
 - A. Historic Recognition Signage
Approve updated Historic Recognition Signs with new logo
- XII. PUBLIC HEARINGS**
 - A. Resolution 22-05: VAR20210112 - 50 Aberdeen Ave.
Approve/Approve with Conditions/Deny VAR20210112, a variance to allow the principal structure and elevated pool to encroach 10 feet into the 25 feet street setback at 50 Aberdeen Avenue.

- B. Ordinance 22-01; Minimum Setbacks for Large Homes and Lots
Second 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.
- C. Ordinance 22-03; Bicycle and Vehicle Safety Amendments
Second Reading, Public Hearing and Adoption: 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.
- D. Ordinance 22-04; Motorized Micromobility Devices
First Reading and Public Hearing: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING SECTIONS SECTION 28-19, SECTION 28-82, AND SECTION 28-84 OF CHAPTER 28, "TRAFFIC AND VEHICLES" OF THE CODE OF ORDINANCES, TOWN OF FORT MYERS BEACH, FLORIDA, TO DEFINE AND REGULATE MOTORIZED MICRO-MOBILITY DEVICES; 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 March 7, 2022.

XIII. ADMINISTRATIVE AGENDA

- A. CrowderGulf Contract Renewal
Approve and authorize the Town Manager to execute Renewal #3 (of 3) to the CrowderGulf Agreement for Disaster Recovery Services.
- B. Thompson Consulting Contract Renewal
Approve and authorize the Town Manager to execute renewal #3 (of 3) to the Thompson Consulting Agreement for Disaster Debris Monitoring Services.

XIV. FINAL PUBLIC COMMENT

XV. TOWN MANAGER'S ITEMS

XVI. TOWN ATTORNEY'S ITEMS

XVII. COUNCILMEMBERS ITEMS AND REPORTS

XVIII. 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.

Town of Fort Myers Beach

PROCLAMATION

Whereas, on the 26th day of February 1922, John Edward Murphy, the first and only child of John and Ruth Murphy, was born in Hackensack, New Jersey; and

Whereas John grew up in the Great Depression of the 1920's and 1930's and like so many other Americans, endured the hardships of those trying times; and

Whereas through hard work and perseverance John put himself through college only to be interrupted by World War Two, where he served in Europe with the United States Army; and

Whereas upon his return from the war, John completed his college education and began his career in sales and in 1951, while on a Christmas vacation in St. Pete Beach, he met a Canadian nurse named Anne, whom he wed in August of 1952; and

Whereas John and Anne raised and educated 9 sons and one daughter all while running a family business and also investing in real estate in the Sunshine State; and

Whereas John developed property in Naples, and later Fort Myers Beach in the 1970's and 1980's and continues to reside on the Beach where he has supported local charities, his church and a certain Town Councilman along the way.

Now, therefore, be it proclaimed by the Town Council of the Town of Fort Myers Beach, Florida that we hereby take official note of the joyous occasion of Mr. Murphy's 100th Birthday and do hereby proclaim February 26, 2022, as

John E. Murphy Day

In the Town of Fort Myers Beach, Florida, and invite all our citizens and visitors to join us in wishing him the happiest of birthdays and many more to come.

In Witness whereof, I have hereunto set my hand and caused the seal of the Town of Fort Myers Beach, Florida to be affixed this 7th day of February, 2022.

Raymond P. Murphy, Mayor



Fort Myers Beach Town Council

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

Minutes

Monday, January 24, 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 Vice Mayor Hosafros.

Motion carried unanimously.

V. PUBLIC COMMENT

Kathy Light, resident, commented regarding the acquisition of the property on Tropical Shores and Chapel St. She was concerned because Resolution 22-04 gave the Town the right to do whatever it wanted with the property and not necessarily for the upland service facility.

Jay Light, resident, explained that the Town did not have to go through the regular variance process like other property owners. He noted the lot on Chapel St. was zoned residential. He commented that the "whereas" and "other appropriate uses" clauses in the resolution terrified him. He discussed how moving the trash transferstation behind the building affected property owners on Chapel St. He asked the Town to be cautious with the property and noted some neighbors would be negatively affected.

Chris Mosteiro, resident, discussed drainage issues on 3rd St. He stated that he had not received a solution regarding the flooding on the street and said it was worse than ever. He stated that if the Town could not get an easement to install drains, they should at least fix the road to remove the water.

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Vice Mayor Hosafros thanked everyone who participated in the free tree event on Friday, January 21, 2022. She noted it was well organized and they gave out more trees than expected.

Council Member Veach commended MRTF (Marine Resources Task Force) for their beach walk with FWC (Fish & Wildlife Conservation Commission) and everyone who participated in the tree event.

No items from other members.

VII. ADVISORY COMMITTEES ITEMS AND REPORTS

A. Bay Oaks Recreational Campus Advisory Board (BORCAB)

BORCAB Member Bruce Butcher reported that the cupcakes at the Town's birthday party was a success. He noted that the committee had met Chris Bornfleth, the new Campus Manager for Bay Oaks. He indicated that they had to address the labor shortage at Bay Oaks. He commented that BORCAB was pleased with the Town Manager's report regarding the sequence of development for the project. He noted the addition of a bike repair station at the new entrance of Bay Oaks had a lot of support along with shade trees and hydration stations around the campus.

He noted that the Friends of Bay Oaks has been re-established and received \$1,700 from the Putt and Pub Crawl event.

Town Manager Hernstadt discussed the timeline of the project and stated it should start sometime in May.

VIII. APPROVAL OF MINUTES

A. January 10, 2022 Town Council meeting

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

Motion carried unanimously.

B. January 13, 2022 Management & Planning Session

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

Motion carried unanimously.

IX. CONSENT AGENDA

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

Motion carried unanimously.

A. 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.

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

Motion carried unanimously.

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

Mayor Murphy read the title of the ordinance.

Public comment:

Bruce Butcher, resident, was very excited regarding the ordinance. He described the importance of bells and lights, especially around construction areas.

Jay Light, resident, suggested that sheriff deputies get out of their vehicles and walk around the town to be more visible to people.

Public comment closed.

Council Member Allers noted that John Goggin, former Chair of the PSC (Public Safety Committee) suggested that they add language regarding a speed limit on the sidewalk and create a list of appropriate Town ordinances to give to all rental agencies.

Mayor Murphy brought up riding bicycles on sidewalks. Council Member Veach indicated that bicyclists had to follow the same rules as pedestrians. Acting Town Attorney Victor Sanabria stated that bicycles had to follow the rules of the road when riding on roads and he would research rules for riding on sidewalks. He added that including a speed limit on sidewalks might be hard to enforce, but he would research the issue.

Council Member Allers questioned wording that made bicycle renters liable for not using bells or lights. Attorney Sanabria explained that the ordinance put the responsibility on the owners to equip the bicycle, but users who refused to use the devices were responsible for their behavior. Vice Mayor Hosafros felt they had to add language after the word compliance to be more precise. Town Manager Hernstadt suggested adding "compliance with 28-81."

Vice Mayor Hosafros was more concerned regarding the lack of helmets.

Council Member Allers moved to continue Ordinance 22-03 to the second reading on February 7, 2022, at 9:00 a.m.; second by Vice Mayor Hosafros. Motion carried unanimously.

XI. ADMINISTRATIVE AGENDA

A. Special Event: 64th Annual Shrimp Festival

Approval for the 64th Annual Shrimp Festival

Town Manager Hernstadt noted the application was in their packet. Lion's Club members Yelle and McCarthy introduced themselves and indicated they were glad to be back. The only difference this year was the addition of a couple of community groups. Lion Club member McCarthy described the event and stated that details were on their website.

Vice Mayor Hosafros moved to approve the special events permit for the 64th Annual Shrimp Festival; second by Council Member Allers. Motion carried unanimously.

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.

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

Motion carried unanimously.

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.

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

Motion carried unanimously.

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.

Vice Mayor Hosafros moved to approve Resolution 22-04 for discussion; second by Mayor Murphy.

Vice Mayor Hosafros stated that the resolution did not give the Town power to change the official use of a property. Attorney Sanabria agreed. Vice Mayor Hosafros added that she thought the location would be good for the Town. Town Manager Hernstadt noted that the Town would apply for an FWC grant and any other eligible grants. Town Manager Hernstadt explained that the Town has a \$400,000.00 contingency, \$300,000.00 in transitional funds and approximately a \$3 million in renewal replacement fund. He believed that replacement items could be stretched out to six months without hurting the Town and \$300,000.00 could be used from the fund. He added that the Town would not be able to fund any new initiatives for the remainder of the fiscal year.

Mayor Murphy questioned whether the Town would have to go through the same process that other developments went through. Town Manager Hernstadt replied affirmatively and used Bayside Park as an example.

Council Member Atterholt questioned whether the Mooring Field was a break-even proposition. Town Manager Hernstadt replied that it was when occupancy was up. He discussed upgrading amenities to bring more patrons to the mooring field and indicated that the goal was to break even.

Mayor Murphy stated that the purchase price of \$1 million had been negotiated by Public Works Director Chelsea O'Riley under the supervision of Town Manager Hernstadt, and the Town saved a substantial amount of money on the purchase because of her negotiation.

Motion carried unanimously.

- 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.

Vice Mayor Hosafros moved to approve Resolution 22-03; second by Council Member Atterholt.

Council Member Atterholt read the last "whereas" on packet page 133 and questioned whether town-wide water projects included drinking water but not stormwater projects. Town Manager Hernstadt noted they could add potable water to distinguish. Council Member Veach questioned whether they should include the new parcel in the resolution. Town Manager Hernstadt replied that if it became an issue, they could amend the resolution. Council Member Allers suggested they keep their minds open regarding other priorities. Town Manager Hernstadt replied that they could add items after water. Council Member Allers brought up upgrading broadband capabilities.

Motion carried unanimously.

- 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.

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

- 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.

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

XII. FINAL PUBLIC COMMENT

No public comment.

XIII. TOWN MANAGER'S ITEMS

Town Manager Hernstadt reported that the Town has been researching the addition of charging stations for electric vehicles. Equipment could be purchased and the Town could sell the electricity or work with FP&L to install stations at FP&L's cost at Town locations and FP&L would sell electricity. The town received an agreement to create four spots in high-density locations. He identified potential spaces on Center St. Vice Mayor Hosafros commented that FP&L would use the Town's property but the Town would get nothing for it. Town Manager Hernstadt replied that they would be providing an amenity for the public. He added that charging spaces cost approximately \$50,000.00. Vice Mayor Hosafros received support to add it to an M&P session.

Town Manager Hernstadt discussed the drainage issues on 3rd St. and the lack of easements. They were bringing in a second engineer to review the situation and provide recommendations. Utilities Director Christy Cory indicated she had been looking at the issues on 3rd St. and communicating with the residents. She stated residents on Harbor St. refused to allow the Town to install an outfall. They reached out to Moss Marina regarding connecting to their system. Moss Marina suggested the Town build them a pier, a seawall and other items. Director Cory stated that they were not able to connect to the Old San Carlos drainage system either. Town Manager Hernstadt guessed that what Moss Marina wanted would cost the town approximately \$500,000.00.

Vice Mayor Hosafros brought up introducing eminent domain in negotiations with property owners. Council Member Allers questioned why the engineering firm was not responsible for fixing the problem. Town Manager Hernstadt replied that they needed an engineer to identify what the engineering firm did wrong before trying to recoup the money. He stated that the bottom line was that they would take care of the drainage problem.

XIV. TOWN ATTORNEY'S ITEMS

A. Special Magistrate Compliance Report

Attorney Sanabria stated the list contained 14 code enforcement liens and the orders were final. He noted there were two options: foreclosing on the liens or filing an injunction to force the property owners to bring properties into compliance. He indicated the first step was to run a title search on each property before evaluating which option was more appropriate. He explained the foreclosure process and stated the mortgage holder was paid first along with any other lien holders. If there was any money left, the Town could get paid. If the property was unencumbered, the Town would be in a better position to recoup funds. With injunctive relief, the court would issue an order compelling them to bring their property into compliance. If the property owner refused, they would be in violation of a court order and the court would sanction them.

Town Manager Hernstadt noted that title searches involved a cost and they needed some guideline thresholds. Council Member Veach supported taking the next steps. Council Member Atterholt questioned what other communities were doing to address the problem. Attorney Sanabria replied that the goal

was to bring properties into compliance and there were different ways to do that. He explained that a foreclosure action did not mean that they had to foreclose on the property. Council Member Atterholt questioned why nothing was done with the liens before now. Town Manager Hernstadt replied that attempts have been made to work things out with property owners first, but the list contained property owners who were not working in good faith. Council Member Atterholt questioned the best practices utilized by others.

Attorney Sanabria responded that every municipality was different, but usually, code enforcement worked with the property owner to bring them into compliance even after the lien was approved. If the property owners refused to cooperate, most took enforcement action. Town Manager Hernstadt reported that some of the property owners on the list were making money off their violations.

Vice Mayor Hosafros noted the list of 14 included five different properties. Consensus was reached to move forward with title searches. Mayor Murphy described the Nature View Court violations and suggested they start with them to provide some relief to the neighborhood. Council Member Veach disagreed and felt they should approach it objectively. He brought up short-term rental owners who did work on their property without a permit. He questioned potential harm to renters. He suggested they come up with a process to treat everything equally and research what other communities did. Council Member Allers questioned whether they could involve the fire department concerning unsafe structures. Town Manager Hernstadt will check with the fire department. Attorney Sanabria stated the town did not know that they were unsafe because they were not inspected. He agreed that if there was a known issue, the fire department could get involved.

Mayor Murphy stated his opinion regarding Nature View Court was based on repeated calls from that neighborhood and site visits.

XV. COUNCILMEMBERS ITEMS AND REPORTS

Council Member Atterholt referred to an email sent to everyone from condos at the south end regarding sidewalks. The email sender suggested they advertise beach accesses in the area. Vice Mayor Hosafros responded to the email sender to inform him that the beach access in question did not belong to the public. Town Manager Hernstadt stated that staff would take a look at the area.

Vice Mayor Hosafros researched affordable housing and noted that Sanibel's CHR (Community Housing & Resources) was created in 1979 and currently has 74 rental units in 11 locations, including a 12-unit complex designated for seniors.

Council Member Veach added that it was part of state law that they have a housing element in their comprehensive plan.

No items from other members.

XVI. ADJOURNMENT

Vice Mayor Hosafros moved to adjourn the meeting; second by Council Member Veach.

Motion carried unanimously.

The meeting was adjourned at 11:13 a.m.

DRAFT

1. **Requested Motion:**

Meeting Date: February 7, 2022

Approve updated Historic Recognition Signs with new logo

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

The Historic Recognitions signs have been redesigned with the new Town logo. The LPA reviewed and recommended approval of the updated sign by consent.

Attachments:

1. Historic Recognition Sign Example

Financial Impact:

\$47.00 per sign. One time only, any replacements are on property owner.

6. **Alternative Action**

Approve revised sign or use old design.

7. **Management Recommendations:**

Approval.

8. **Recommended Approval:**

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

Created/Initiated - 2/1/2022
Approved - 2/1/2022
Approved - 2/1/2022
Approved - 2/1/2022
Approved - 2/1/2022
Final Approval - 2/2/2022



FORT MYERS BEACH * ESTERO ISLAND

Historic Recognition

c. 1938

1. Requested Motion:

Meeting Date: February 7, 2022

Approve/Approve with Conditions/Deny VAR20210112, a variance to allow the principal structure and elevated pool to encroach 10 feet into the 25 feet street setback at 50 Aberdeen Avenue.

Why the action is necessary:

The property owner has requested a variance to a street setback for new construction of a single-family house and an elevated pool.

What the action accomplishes:

The Town Council can make the decision to approve, approve with condition, or deny the applicant's request.

2. Agenda:

PUBLIC HEARINGS

3. Requirement/Purpose:

Resolution by Town Council

4. Submitter of Information:

5. Background:

Fred Drovdlc (Waldrop Engineering), the applicant on behalf of Kenneth and Candice Kochenour for 50 Aberdeen Avenue, is requesting a variance from the Town's Land Development Code (LDC). LDC Table 34-3, establishes street setbacks for the various zoning districts throughout the Town of Fort Myers Beach. The subject property is located within the Residential Single-Family zoning, which has a 25 feet street setback. The applicant is requesting a variance from Table 34-3 to allow the principal structure to encroach 10 feet into the 25 feet street setback along Aberdeen Ave. The resulting setback would be 15 feet from the property line. The request does not include any variance to the street setback required along Estero Boulevard. The subject property is 75 wide along Estero and 15,005 total square feet. The rear 28' feet appears to be within the EC zoning district. The current owners bought the property in 2021.

The property has two structures totaling 2,228 square feet of air-conditioned space that were built in 1950, according to Lee County property appraiser data. The structures appear to be used for residential purposes. The property appears to have driveway access points from Aberdeen and Estero Boulevard. The structure closest to Estero Boulevard is adjacent to the Estero Boulevard right-of-way and within approximately 13 feet of the Aberdeen Ave. right-of-way. The second structure is towards the rear of the and within approximately 10 feet of the EC zoning district boundary and within 13 feet of the Aberdeen Ave. right-of-way. All measurements are estimates based on best available aeriels.

Staff analysis has concluded that the subject property with street setbacks as permitted in the Town's LDC allows for a principal structure 40 feet in width and reducing the street setback on Aberdeen Avenue would reduce the public viewshed along this beach access.

On January 11, 2022, this application went before the LPA. The discussion in that meeting was about the physical presence of an elevated building so close to the Town's ROW, which in this case is a parking area for beach access. There was a conversation about the buildable area still being large enough for a single-family home to fit if the application was not granted. The applicant thought the loss of density, by removing the other dwelling unit on the property, was a fair exchange for the allowance of the encroachment. Ultimately, the LPA voted 4-2 to deny the application.

Attachments:

1. Resolution 22-05 50 Aberdeen Ave. Variance
2. VAR20210112 - 50 Aberdeen Ave - Staff Report - TC
3. Public Hearing Application
4. Supplement PH-B
5. Site Plan
6. Letter of Intent
7. Delivery postcard mail merge TOFMB- 50 ABERDEEN
8. 50 ABERDEEN EXCEL VAR

Financial Impact:**6. Alternative Action**

Approve / Approve with Conditions

7. Management Recommendations:

Deny

8. Recommended Approval:

Eli Lee, Coastal Resources Coordinator
Daphnie Bercher, Community Services Administrator
Jason Green, Community Development Services
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 1/31/2022
Approved - 2/1/2022
Approved - 2/1/2022
Approved - 2/1/2022
Approved - 2/2/2022
Final Approval - 2/2/2022

RESOLUTION NUMBER 22-05

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/DENYING VARIANCE 20210112 TO ALLOW THE PRINCIPAL STRUCTURE AND ELEVATED POOL TO ENCROACH 10 FEET INTO THE 25 FEET STREET SETBACK FOR THE PROPERTY LOCATED AT 50 ABERDEEN AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

WHEREAS, applicant Fred Drovdlc, is requesting a variance from Table 34-3 of the LDC to allow the proposed principal structure and elevated pool to encroach into the required 25 feet setback by 10 feet, resulting in approximately a 15 feet setback; and

WHEREAS, the STRAP number for the subject property is 33-46-24-W2-0030C.0010 (“Property”); and

WHEREAS, the Property is in the “Low Density” category of the Future Land Use Map of the Comprehensive Plan and the “Residential Single-Family and Environmentally Critical” zoning districts of the Official Zoning Map of the Town of Fort Myers Beach, Florida; and

WHEREAS, a public hearing on this matter was legally noticed and held before the Local Planning Agency (“LPA”) on January 17, 2022, and at said hearing the LPA gave full and complete consideration to the request of Applicant, recommendations of staff, the documents in the file, and the testimony of all interested persons, as required by Section 34-87 of the LDC. The LPA voted 4-2 to recommend denial of application.

WHEREAS, on February 7, 2022 the Town Council held a duly noticed public hearing to fully consider the request of the Applicant, the recommendations of Town staff and the LPA, the documents in the record, and testimony of all interested persons as required by Section 34-87 of the LDC; and

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

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

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

Section 2. The Town Council determines the Applicant did/did not meet its burden of proof that the requested Variance does meet the requirements of the Town Comprehensive Plan and LDC and approving/denying the Variance is in the best interest of the Town. Therefore, based upon the recommendations, testimony, and evidence presented by the Applicant, Town staff, and interested parties and public, the Town Council APPROVES/DENIES the Variance from Table 34-3 of the LDC, to allow the principal structure and elevated pool to encroach into the street setback by 10 feet.

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

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

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

- A. Approval of this variance does not give the Applicant an undeniable right to permit approval. Development or redevelopment of the Property must comply with all applicable requirements of the Fort Myers Beach Comprehensive Plan and LDC in effect at the time of permit approval, except as specifically modified herein.
- B. A 10' Type B Buffer shall be installed along Aberdeen Avenue. All buffers shall also be consistent with the site visibility triangle requirements of the LDC.
- C. The site improvements are subject to the Town's maximum impervious surface requirement of 67% and no net increase greater than 500 square feet unless an Approved

on-site stormwater management system is provided. The property owner is responsible for demonstrating that the site complies with this requirement.

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

E. New drainage must address the proposed alterations to the site by providing stormwater as found in Sec. 6-14 of the LDC, if applicable. The proposed drainage plan and support documents shall provide evidence that post-development conditions are the same or improved from the pre-development (existing) conditions.

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

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

[SIGNATURES ON FOLLOWING PAGE]

ADOPTED this 7th day of February 2022 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

Raymond P. Murphy, Mayor

ATTEST:

Amy Baker, Town Clerk

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

John R. Herin, Jr., Town Attorney

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



Town of Fort Myers Beach
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

TYPE OF CASE: Variance

CASE NUMBER: VAR20210112

CASE NAME: 50 Aberdeen Ave, to allow the principal structure and elevated pool to encroach 10 feet into the 25 feet street setback.

TOWN COUNCIL HEARING DATE: February 7, 2022 at 9:00AM

STAFF RECOMMENDATION: Deny

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

I. APPLICATION SUMMARY

Applicant/Owner: Fred Drovdlc (Waldrop Engineering)

Request: The applicant is seeking a variance from LDC Table 34-3, which establishes street, side and rear setbacks, to allow a new principal structure and elevated pool to encroach 10 feet into the 25 feet street setback.

Subject property: See attached site plan

Physical Address: 50 Aberdeen Ave

STRAP #: 33-46-24-W2-0030C.0010

FLU: Low Density

Zoning: Residential Single-Family (RS) and Environmentally Critical (EC)

Adjacent zoning and land uses:

North:	RESIDENTIAL SINGLE-FAMILY (RS) Single-Family Residence
South:	ENVIRONMENTALLY CRITICAL (EC) AND RESIDENTIAL SINGLE-FAMILY (RS) Beach and Single-Family Residences
East:	RESIDENTIAL SINGLE-FAMILY (RS) Single-Family Residences
West:	RESIDENTIAL SINGLE-FAMILY (RS) AND ENVIRONMENTALLY CRITICAL (EC) Single-Family Residences and Beach

II. BACKGROUND AND ANALYSIS

Background:

Fred Drovdlc (Waldrop Engineering), the applicant on behalf of Kenneth and Candice Kochenour for 50 Aberdeen Avenue, is requesting a variance from the Town's Land Development Code (LDC). LDC Table 34-3, establishes street setbacks for the various zoning districts throughout the Town of Fort Myers Beach. The subject property is located within the Residential Single-Family zoning, which has a 25 feet street setback. The applicant is requesting a variance from Table 34-3 to allow the principal structure to encroach 10 feet into the 25 feet street setback along Aberdeen Ave. The resulting setback would be 15 feet from the property line. The request does not include any variance to the street setback required along Estero Boulevard. The subject property is 75 wide along Estero and 15,005 total square feet. The rear 28' feet appears to be within the EC zoning district. The current owners bought the property in 2021.

The property has two structures totaling 2,228 square feet of air-conditioned space that were built in 1950, according to Lee County property appraiser data. The structures appear to be used for residential purposes. The property appears to have driveway access points from Aberdeen and Estero Boulevard. The structure closest to Estero Boulevard is adjacent to the Estero Boulevard right-of-way and within approximately 13 feet of the Aberdeen Ave. right-of-way. The second structure is towards the rear of the and within approximately 10 feet of the EC zoning district boundary and within 13 feet of the Aberdeen Ave. right-of-way. All measurements are estimates based on best available aerials.

On January 11, 2022, this application went before the LPA. The discussion in that meeting was about the physical presence of an elevated building so close to Town's ROW, which in this case is a parking area for a beach access. There was a conversation

about the buildable area still being large enough for a single-family home to fit if the application was not granted. The applicant thought the loss of density, by removing the other dwelling unit on the property, was a fair exchange for the allowance of the encroachment. Ultimately, the LPA voted 4-2 to deny the application.

Analysis:

The property is a corner lot with two 25 feet street setbacks along Estero Blvd and Aberdeen Avenue. Aberdeen Ave adjacent to the subject property is a Town right-of-way (ROW), which a portion is used for beach parking and the subject property's ingress/egress. The proposed house meets the setbacks for Estero Blvd (street), side (South/Southeast property line), and does not encroach the EC zoning district boundary (Coastal Construction Control Line) which serves as the properties beach side buildable boundary. LDC Sec. 34-638(d)(2)b, does allow porches, balconies and stoops to extend up to ten feet into the street setback, however that does not include living space.

If the variance is not granted, the property owner has a buildable area estimated by aerial measurement to be 40'x157', which equates to 6,280 square feet and is a greater square footage than allowed by the 40% maximum footprint of 5,460 (RS zoned land = approximately 75x182 = 13,650).

The applicant provides a Letter of Intent that outlines the reasons they believe justify the request. Included in that information is discussion about Lee County changes to allow for reduced setbacks on local streets for corner lots. While staff has internally discussed similar options for future changes to the Town's Code in order to address width and depth issues related to the corner lots on the island, direction from Town Council and the LPA has been to protect public viewsheds of the beach and Gulf waters. Since Aberdeen is a beach access and provides a beach view corridor beyond Estero Boulevard to Lauder St., it should be considered more protected than other corridors that may have dead end views. Approval of the requested variance would farther reduce that visibility.

Findings and Conclusions:

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

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

The subject property is a corner lot, which means the lot has two 25 feet street setbacks on the property along both Estero Blvd and Aberdeen Avenue. The applicant's request is to encroach 10 feet into the 25 feet Aberdeen Ave street setback, resulting in a 15 feet setback for the new principal structure and

elevated pool. The property is 75 feet in width, which under current regulations would allow for a 40 feet wide structure.

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

This is a corner lot and has been since it was created. The proposed position of the home was selected after the Town adopted the regulations found in LDC Table 34-3; and therefore the conditions and need for a variance has been created by the applicant.

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

The application of the regulation in question allows a building footprint to be 40 feet in width. There is not an unreasonable burden to comply with the regulations for new construction with a reasonable buildable footprint.

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

The granting of this variance will reduce the viewshed along Aberdeen Avenue. This public right-of-way serves as a beach access and provides a gulf and beach viewshed from Lauder St. and Estero Boulevard.

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

The request for a setback variance is not uncommon, however, the uniqueness of each lot does not make it more reasonable and practical to amend the regulations. Aberdeen Avenue offers unique circumstances from other side streets throughout the island due to the nature of its use and access.

III. RECOMMENDATION

Staff finds that the variance to allow a 10 feet encroachment into the 25 feet Aberdeen Ave. street setback is not consistent with the standards required by Sec. 34-87.

Therefore, staff recommends **DENIAL** of VAR20210112, to allow a 10 feet encroachment into the 25 feet street setback along Aberdeen Avenue.

PROJECT NUMBER:

DATE:



Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

APPLICATION for PUBLIC HEARING

This is a two part application. Please be sure to fill out this form, which requires general information, as well as the Supplemental Form application specific to action requested for the subject property. Please submit *one ORIGINAL paper copy, fourteen (14) copies* of all required applications, supplemental information, exhibits and documents. Please do not print and copy the instructions at the end of the application. In addition to application fees, the applicant is required to pay for (2) sets of mailings to neighboring property owners within 500', and all advertising fees.

Site Address: 50 Aberdeen Avenue, Fort Myers Beach, FL 33931

STRAP Number: 33-46-24-W2-0030C.0010

Applicant: KENNETH & CANDICE KOCHENOUR Phone: _____

Contact Name: CANDICE KOCHENOUR Phone: _____

Email: Candice@WWHospitality.com Fax: _____

Current Zoning District: Residential Single-family (RS) and Environmentally Critical (EC)

Future Land Use Map (FLUM) Category: Commercial Resort (CR)

FLUM Density Range: 6 du/acre Platted Overlay: ☐ YES ☒ NO

ACTION REQUESTED

☐ Special Exception

☒ Variance

☐ Conventional Rezoning

☐ Planned Development ☐ Commercial ☐ Residential

☐ Master Concept Plan Extension

☐ Appeal of Administrative Action

☐ Vacation of Platted Right-of-way and Easement

☐ Other – cite LDC Section: _____

SUPPLEMENTAL FORM REQUIRED

PH-A

PH-B

PH-C

PH-D

PH-E

PH-F

PH-G

attach on separate sheet

PROJECT NUMBER:

DATE:

PART I – General Information

A. Applicant*: KENNETH & CANDICE KOCHENOUR Phone: _____

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

Applicant Mailing Address: 28900 CAVELL TERRACE, NAPLES, FL 34119

Email: Candice@WWHospitality.com Fax: N/A

Contact Name: CANDICE KOCHENOUR Phone: _____

B. Relationship of Applicant to subject property:

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

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

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

Name: Fred Drovdlc, AICP Phone: 239-318-6707

Address: Waldrop Engineering, 1514 Broadway #201, Fort Myers, FL 34195

Email: fred.drovdlc@waldropengineering.com Fax: 239-405-7899

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

Name: Nate Johnson Phone: 239-233-6064

Address: Potter Homes, 3525 Bonita Beach R.,d Suite 11,2 Bonita Springs, FL 34134

Email: Nate@potterhomesinc.com Fax: _____

Name: _____ Phone: _____

Address: _____

Email: _____ Fax: _____

PROJECT NUMBER:

DATE:

Name: _____

Phone: _____

Address: _____

Email: _____

Fax: _____

PART II – Nature of Request

Requested Action (each request requires a separate application)

☐ Special Exception

☒ Variance from LDC Section 34-635 (Table 34-3) - Side, street and rear setbacks

☐ Conventional Rezoning from _____ to _____

☐ Planned Development

☐ Rezoning from _____ to ☐ Commercial PD ☐ Residential PD

☐ Amendment. List the project number: _____

☐ Extension/reinstatement of Master Concept Plan. List project number: _____

☐ Appeal of Administrative Action

☐ Vacation ☐ Right-of-Way ☐ Easement

☐ Other. Please Explain: _____

PART III – Waivers N/A

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

Code Section: _____

Description: _____

Code Section: _____

Description: _____

Code Section: _____

PROJECT NUMBER:

DATE:

Description: A setback of 15 feet for a new Single-family home on Aberdeen Ave - a variance of 10 feet from the required 25-foot setback on a secondary street frontage.

PART IV – Property Ownership

☒ Single Owner (individual or husband and wife)

Name: SAME AS APPLICANT

Phone: _____

Mailing Address: _____

Email _____

Fax: _____

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

☐ Complete Disclosure of Interest Form (see below)

☐ Attach list of property owners as Exhibit 4-1

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

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

DISCLOSURE OF OWNERSHIP INTEREST

SEE ATTACHED.

STRAP: 33-46-24-W2-0030C.0010

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

Name and Address

Percentage Ownership

KENNETH & CANDICE KOCHENOUR

100%

28900 CAVELL TER

NAPLES FL 34119

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

PROJECT NUMBER:

DATE:

Name, Address and Office

Percentage of Stock

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

Name and Address

Percentage of Interest

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

Name and Address

Percentage of Ownership

PROJECT NUMBER:

DATE:

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

Name, Address and Office

Percentage of Stock

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

Date of Contract:

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

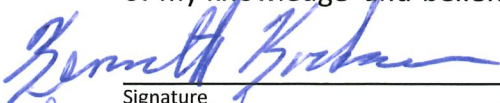
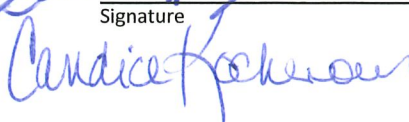
Name

Address

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

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

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


Signature


KENNETH & CANDICE KOCHENOUR
Printed Name

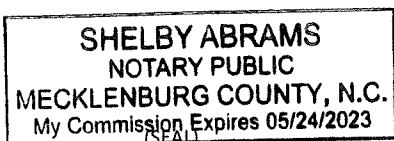
 **SIGN HERE**

PROJECT NUMBER:

DATE:

STATE OF ~~FLORIDA~~ North Carolina
COUNTY OF ~~LEE~~ Mecklenburg

Subscribed and sworn to (or affirmed) before me this 26th day of October, 2021, by Kenneth & Candice Kochanow.



Shelby Abrams
Notary Public Signature

Shelby Abrams
Notary Printed Name

Personally Known X or Produced Identification

Type of Identification Produced: My Commission Expires: 05/24/2023

PART V – Property Information

A. Legal Description:

STRAP: 33-46-24-W2-0030C.0010

Property Address: 50 Aberdeen Avenue, Fort Myers Beach, FL 33931

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

☒ Yes. Property identified in subdivision:

Book: 8 Page: 52 Unit: Block: Lot(s):

B. Boundary Survey:

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

C. Property Dimensions:

Width (please provide an average width if irregular in shape) 75+/- feet

PROJECT NUMBER:

DATE:

Depth (please provide an average width if irregular in shape) 200+/- feet

Frontage on street: ^{200' Aberdeen; 75' Estero} feet. Frontage on waterbody: 75+/- feet

Total land area: 0.344+/- ☒ acres ☐ square feet

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

The Property is generally located 3.4 miles south of Sky Bridge

– a little more than halfway to Big Carlos Path Bridge on the Gulf side of

Estero Boulevard and the southeast side of Aberdeen Avenue

– a corner lot in the Town of Fort Myers Beach, Florida

☒ Attach Area Location Map as Exhibit 5-3

E. Property Restrictions (check applicable):

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

☐ A list of deed restrictions and/or covenants affecting the subject property is attached as Exhibit 5-4.

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

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

☒ Attach a list of surrounding property owners within 500 feet as Exhibit 5-6.

☒ Attach a map showing the surrounding property owners as Exhibit 5-7.

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

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

☐ Low Density

☐ Mixed Residential

☐ Boulevard

☐ Pedestrian Commercial

☐ Marina

☐ Recreation

☐ Wetlands

☐ Platted Overlay

☒ Commercial Resort

H. Zoning (see official Zoning Map):

☒ RS (Residential Single-family)

☐ RC (Residential Conservation)

☐ CF (Community Facilities)

☐ IN (Institutional)

PROJECT NUMBER:

DATE:

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

PART VI SEE ATTACHED.

AFFIDAVIT

APPLICATION IS SIGNED BY AN INDIVIDUAL OWNER OR APPLICANT

I, KENNETH & CANDICE KOCHENOUR swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

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

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

PROJECT NUMBER:

DATE:

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

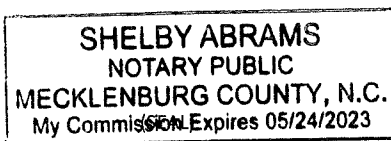
The property will not be transferred, conveyed, sold or subdivided unencumbered by the conditions and restrictions imposed by the approved action.

Signature of owner or authorized agent

Date

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

Subscribed and sworn to (or affirmed) before me this 26th day of October, 2021, by Kenneth and Candice Kochonow.



Shelby Abrams
Notary Public Signature

Shelby Abrams
Notary Printed Name

Personally Known X or Produced Identification _____

Type of Identification Produced: _____ My Commission Expires: 05/24/2023



Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

Supplement PH-B

Additional Required Information for a Variance Application

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

Case Number: To be provided by Staff
Project Name: 50 Aberdeen Avenue
Authorized Applicant: Waldrop Engineering, LLC.
LeePA STRAP Number: 33-46-24-W2-0030C.0010

Current Property Status: Residential (primary single-family home and cottage)
Current Zoning: Residential Singlefamily (RS) and Environmental Conservation (EC)
Future Land Use Map (FLUM) Category: Commercial Resort (CR)
Comp Plan Density: 6 du/ac Platted Overlay? ☐ Yes ☒ No

Variance is requested from:

LDC Section Number	Title of Section or Subsection
LDC Section 34-638, Table 34-3	Side, street and rear setbacks

Complete the narrative statements below for EACH variance requested.

Explain the possible effect the variance, if granted, would have on surrounding properties:
Please refer to the attached LETTER OF INTENT, which outlines the variance request in detail.
This variance would not have any impact on surrounding properties.

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

Please refer to the attached LETTER OF INTENT, which outlines the variance request in detail.

Explain how the property qualifies for a variance. Direct this explanation to the guidelines for decision-making in LDC Section 34-87.

Please refer to the attached LETTER OF INTENT, which outlines the variance request in detail.

PART 2 Submittal Requirements

All applications for a variance must submit fourteen (14) copies of this application form and all applicable exhibits.

Required Items

- Public Hearing Request Form
- Supplemental form PH-B
- Site Plan (to scale) including the current use of all existing structures on the site, and those on adjacent properties within 100 feet of the perimeter; and a clear illustration of the proposed variance

Guide to filing PH-B Additional Required Information for a Variance Application

Cover page

Case Number will be inserted by Community Development staff.

Project Name must be the same as the name used on the Request for Public Hearing form.

Applicant must be the same as on the Request for Public Hearing form.

STRAP numbers must be the same as on the Request for Public Hearing form.

Current status of property must be the same as on the Request for Public Hearing form.

“Variance is requested from...” Provide the section number and title of each section of the Fort Myers Beach Land Development Code from which a variance is being sought.

Narrative statements

If the application is for multiple variances, complete all of the narrative statements for each variance that is requested.

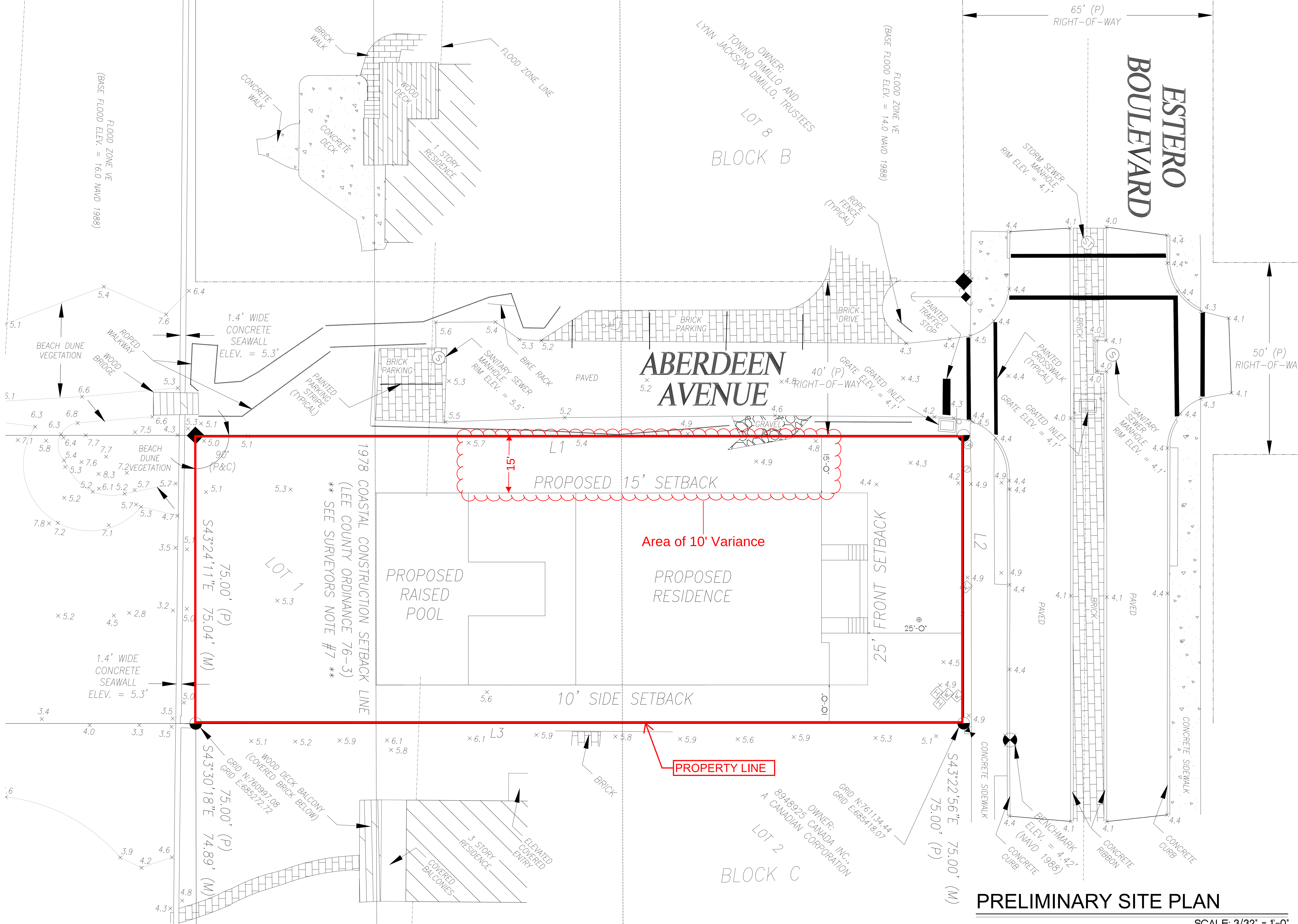
Site plan

The site plan must show all existing structures on the site; all existing structures within 100 feet of the perimeter boundary of the site; and a clear illustration of the proposed variance.

LDC Section 34-87

The guidelines for decision-making regarding a request for a variance are as follows:

1. Whether there are exceptional or extraordinary conditions or circumstances that are inherent to the property in question, or whether the request is for a *de minimis* variance under circumstances or conditions where rigid compliance is not necessary to protect public policy;
2. Whether the exceptional or extraordinary conditions justifying the variance are or are not the result of actions of the applicant taken after the adoption of the regulation in question;
3. Whether the requested variance is the minimum variance to relieve the applicant of an unreasonable burden caused by the application of the regulation in question;
4. Whether granting the variance would be injurious to the neighborhood or otherwise detrimental to the public welfare;
5. Whether the conditions or circumstances of the specific piece of property or the intended use of the property for which the variance is sought are of so general or recurrent a nature as to make it more reasonable and practical to amend the regulation in question.



R.G. DESIGNS INC.
BUILDING DESIGN PLANNING
28071 VANDERBILT DRIVE
BONITA SPRINGS, FL 34134
PHONE #: (239) 949-2929

DATE:	REVISIONS

AIBD
AMERICAN INSTITUTE OF BUILDING DESIGN

POTTER HOMES INC.
PROJECT: KOCHENOUR RESIDENCE FOR

PROJECT DATA:	
DATE:	10-19-21
JOB #:	
DRAWN BY:	R.G. & B.L.
CHECKED BY:	R.G. & B.L.
PROJECT:	

October 15, 2021

Town of Fort Myers Beach
Planning and Zoning Division
2525 Estero Boulevard
Fort Myers, Florida 33931

**RE: 50 ABERDEEN AVENUE VARIANCE
VARIANCE APPLICATION**

Community Development Reviewer:

On behalf of Kenneth & Candice Kochenour ("Applicant") Waldrop Engineering is pleased to submit the enclosed variance petition requesting a setback of 15 feet for the construction of a new single-family home on 50 Aberdeen Avenue ("Property"), which is a variance of 10 feet from the required 25-foot setback on a secondary street frontage.

HISTORY/BACKGROUND:

The Property is a 0.344± acre parcel, or 15,005 sf, with an existing 1,464 sf single-family residence and a 764 sf guest cottage, both constructed in 1950. The Property is generally located 3.4 miles south of Times Square – a little more than halfway to Big San Carlos Path on the Gulf side of Estero Boulevard and the southeast side of Aberdeen Avenue – a corner lot in the Town of Fort Myers Beach, Florida. An aerial exhibit depicting the project location is attached to this application.

The Property is zoned Residential Single-family (RS) and Environmentally Critical (EC) and is within the Commercial Resort (CR) future land use category.

The property is a corner lot with primary frontage on Estero Boulevard and secondary frontage on Aberdeen Avenue. The lot is on the Gulf where Aberdeen Avenue is a dead-end road that provides a public beach access point (#14). The lot has approximately 200 feet on Aberdeen and 75 feet along Estero Boulevard.

The intent is to remove both dwelling units and construct one single-family home to modern construction standards. This will reduce density on this lot from two units to one.

The variance request arises from the land development code changes that do not clearly define primary and secondary street setbacks. Street setbacks are generalized regardless of single or multiple frontages so, according to LDC Section 34-638 Table 34-3, this corner lot has 25-foot setbacks on Estero and Aberdeen according to current code. With these requirements and the 75-foot lot width the remaining buildable area would be 40 feet after in width after the requires side setback on the southern boundary.

FMB was incorporated on Dec 31, 1995 and the Lee County regulations remained in effect until new regulations were adopted on March 3, 2003. The Lee County regulations provided in Section 34-2192 street setbacks on a corner lot where a corner abutted a local street (Aberdeen) and a street of higher classification (Estero) that the local street setback could be reduced to 15' where the lot has less than 100' in width and the lot was created prior to January 1983.

The FMB regulations of March 3, 2003 for Section 34-638 deleted the 15' street setback for corner lots. Table 34-3, Property development regulations adopted at the same time only required a 20' street setback.

Today the code does not define or make allowance for corner lots and only generalizes street setbacks to globally be 25 feet. Since incorporation FMB has eliminated a reduced 15' street setback for corner lots and increased the street setback from 20' to 25'.

However, the LDC in 34-638(1) allows for interpretation by the director in determining street and side setbacks for unusual lot configurations. In this case, it is not unclear that the lot is a corner lot with frontage on Estero and Aberdeen at the intersection. What is a unique configuration is that Aberdeen Avenue, from Estero to the Gulf, is no more than an accessway to two parking places for beach access #14. The Aberdeen Avenue frontage is clearly a secondary frontage and does not have any through traffic.

REQUEST:

The Applicant is requesting the following variance from the zoning regulations set forth in the Rural Agricultural zoning district:

1. LDC Section 34-635 (Table 34-3) which establishes side, street and rear setbacks; to allow relief of 10 feet from the street setback regulation of 25 feet.

JUSTIFICATION:

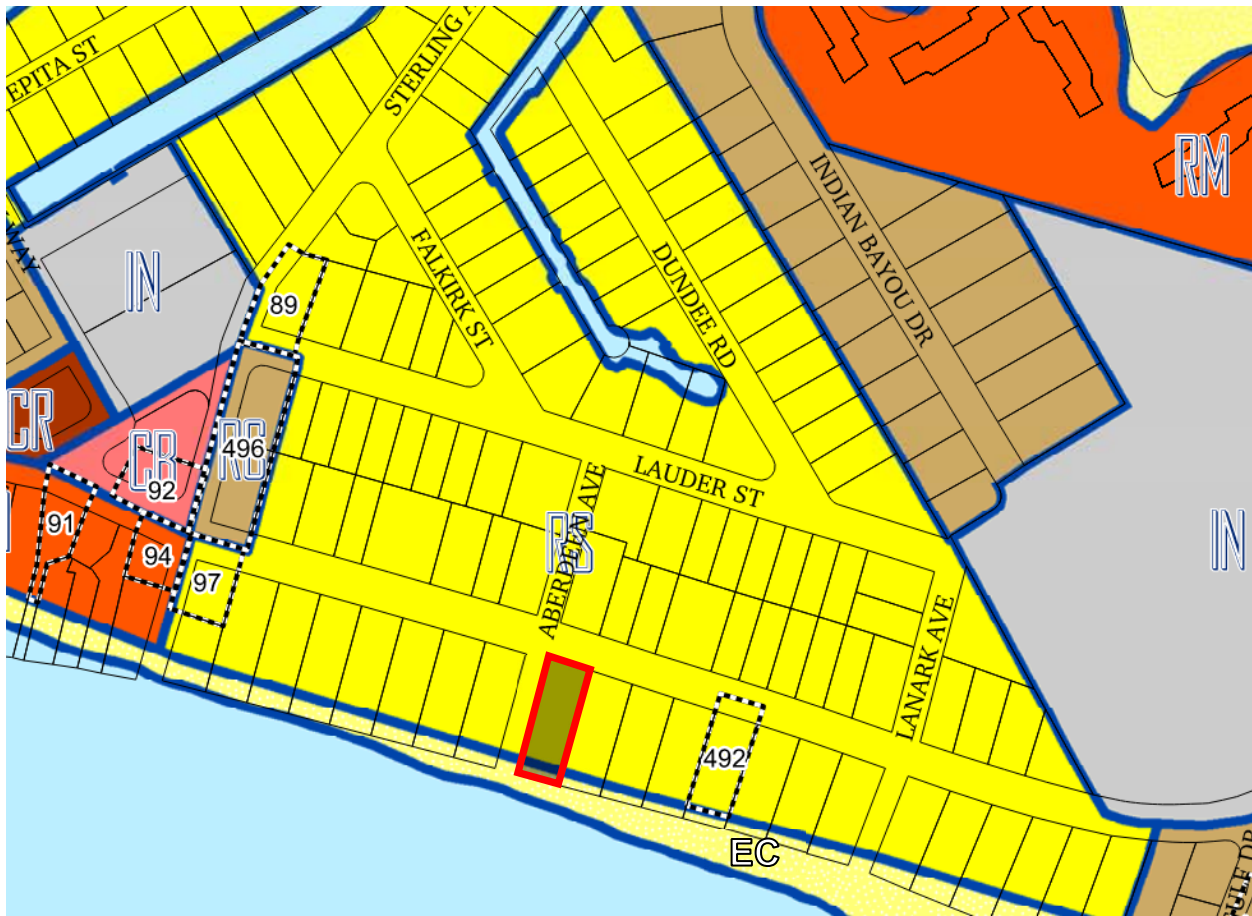
As mentioned, LDC in 34-638(1) allows for interpretation by the director in determining street and side setbacks for unusual lot configurations. The lot is a corner lot with frontage on Estero and Aberdeen at the intersection. We are not arguing that the Aberdeen frontage should be treated as a side setback as it is clearly on a platted street and formal right-of-way. However, the frontage is an unusual configuration as Aberdeen Avenue, from Estero to the Gulf, is no more than an accessway to two parking places for beach access #14.

The Aberdeen Avenue frontage is a secondary street frontage and does not have any through traffic. The director could consider a determination that the Aberdeen Avenue frontage is the side of the lot rather than street frontage due to the unique use of the road from Estero Boulevard to the beach access parking places. We are not asking for full relief to 10 feet as would be the minimum required for a side setback. We are acknowledging the formal status as street frontage but asking for relief from the street setback due to unique circumstances not created by the current owner that it abuts a street used as parking access. Relief from the street setback in a variance is advantageous to the Town in that we are able to provide a 15-foot street setback, 5 feet greater than the minimum required 10-foot side setback. We believe this meets the intent of the code in protecting the viewsheds of corner lots.

Additionally, the parcel currently has two units that can remain in perpetuity. If relief can be found for the secondary street setback the cottage unit will be removed and replaced with a single-family home realizing an overall density reduction for this parcel.

Finally, the second cottage on the site is located close at the intersection of Estero and Aberdeen at 13.1 feet from the Aberdeen Avenue frontage property line and at 0.5 to 1.0-foot setback on Estero Boulevard. The proposed single-family home would be setback 25 feet from Estero Boulevard and 15 feet from the Aberdeen frontage lot line improving both setbacks.

It is important to note that all other setbacks, height and other development requirements will be in compliance with the existing RS Zoning District development standards. The variance request is based on solid design and engineering principals and provides for appropriate design flexibility of the subject property.



VARIANCE CRITERIA:

The following is a detailed analysis of this request's compliance with the variance review criteria set forth in LDC Section 34-87:

1. Whether there are exceptional or extraordinary conditions or circumstances that are inherent to the property in question, or whether the request is for a de minimis variance under circumstances or conditions where rigid compliance is not necessary to protect public policy;

The Applicant's request is de minimis in nature to realize a 50-foot development area for a single-family home to replace two units. The southern lot line side minimum required setback is 10-feet and a street setback of 15 feet on Aberdeen leaves 50 feet of width for a home on the 75-foot-wide lot. If granted, the 15-foot street setback would improve the setbacks of the current cottage on the site which is a 13.1 feet from Aberdeen and 1-foot from Estero Boulevard.

2. Whether the exceptional or extraordinary conditions justifying the variance are or are not the result of actions of the applicant taken after the adoption of the regulation in question;

The variance request is not the result of action taken by the current property owner, who acquired the property in June of 2021. The Tropic Isles subdivision plat was recorded in 1960 as Lot 339, Section 4, Unit 3. The cottage home was built long before the current owner at a 13-foot setback on Aberdeen and 1-foot on Estero which the owner wishes to improve.

3. Whether the requested variance is the minimum variance to relieve the applicant of an unreasonable burden caused by the application of the regulation in question;

Yes, the requested variance is the minimum to relieve the applicant of the code requirement. The variance of 10 feet from the 25-foot street setback requirement is an increase to a typical side yard setback and improves the setback of the current cottage.

4. Whether granting the variance would be injurious to the neighborhood or otherwise detrimental to the public welfare;

The granting of this variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare. The current cottage is at 13.1 feet on Aberdeen so the setback will be improved. This is also more than a typical side yard which is minimally required to be 10 feet. The Estero Boulevard setback for the cottage will improve dramatically from under 1'-foot to 25 feet meeting modern code.

5. Whether the conditions or circumstances of the specific piece of property or the intended use of the property for which the variance is sought are of so general or recurrent a nature as to make it more reasonable and practical to amend the regulation in question.

This variance request is not recurrent but unique to this property.

Based upon the above analysis, the Applicant respectfully requests approval of this variance petition. The approval will uphold the intent of the Land Development Code and Comprehensive Plan. The request complies with the variance review criteria, and will not negatively impact compatibility, public health, safety or welfare.

If you have any further questions, please feel free to contact me directly at (239) 318-6707, or fred.drovdlic@waldropengineering.com.

Sincerely,

WALDROP ENGINEERING, LLC.



Fred Drovdlic AICP
Director of Planning – Fort Myers

cc: Kenneth & Candice Kochenour
Nate Johnson



Town of Fort Myers Beach
Community Development Services - Planning Division
2525 Estero Blvd,
Fort Myers Beach, FL 33966

NOTICE TO PROPERTY OWNERS WITHIN 500 FEET

Notice is hereby given that the Town Council of the Town of Fort Myers Beach will hold a public hearing which will take place at Town Hall, 2525 Estero Boulevard, Fort Myers Beach, Florida, 33931.

TIME: 9:00AM
DATE: JANUARY 11, 2022
CASE: VAR20210112
ADDRESS: 50 ABERDEEN AVE
APPLICANT: FRED DROVDLIC
REQUEST: The applicant is seeking a variance from LDC Table 34-3, which establishes street, side, and rear setbacks, to allow the principal structure to encroach 10 feet into the 25 foot street setback.

TOWN CONTACT: CARL BENGÉ CBENGÉ@FMBGOV.COM

You may appear in person, through counsel, or through an authorized agent and provide testimony, legal argument, or other evidence to become a participant in the hearing. At this hearing, the **Local Planning Agency** will review the application materials and make a **recommendation**. If any person should desire to have verbatim record of the proceedings, which record indicates the testimony and evidence presented, that person will have to make arrangements on their own.

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



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«OwnerName»
«MailAddress»
«MailCity», «MailState», «MailZip»«Next Record»

«OwnerName»
«MailAddress»
«MailCity», «MailState», «MailZip»«Next Record»

Town of Fort Myers Beach
2525 Estero Blvd,
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«OwnerName»
«MailAddress»
«MailCity», «MailState», «MailZip»«Next Record»

«OwnerName»
«MailAddress»
«MailCity», «MailState», «MailZip»

OwnerName	MailAddress	MailCity	MailState	MailZip
8948925 C	117 RUE CGATINEAUQC,	CANA	I9H	6W4
ANDERSON	5790 LAUFORT MYEFL			33931
BODENHA	5870 ESTEFORT MYEFL			33931
CHALFANT	PO BOX 28 CHIPPEW/MI			49320
CHILDS MI	5731 ESTEFORT MYEFL			33931
CONTE DA	5871 ESTEFORT MYEFL			33931
CORREA	PO BOX 68 NORTH RE MA			1864
COZY BEA	81 CRESC PETERBOION,	CANA	I9J	2G2
CROWE K	4632 BRO EDINA MN			55424
CYNTHIA L	7146 ESTEFORT MYEFL			33931
DAVIES R	5775 LAUFORT MYEFL			33931
DIEPHOLZ	9 TINSBUFMATTOON IL			61938
DOERING	308 4TH S MASSILLO OH			44646
DRAKE WI	PO BOX 52 FORT MYEFL			33932
DREBES K	5760 ESTEFORT MYEFL			33931
DREBES L	5760 ESTEFORT MYEFL			33931
DRZEWIEC	218 74TH S SOUTH HAMI			49090
ERICKSON	5760 LAUFORT MYEFL			33931
ESJ VI LLC	2485 LANT NAPLES FL			34102
GAYLOR C	5750 CAST INDIANAP(IN			46250
GREGORI	191 ABER FORT MYEFL			33931
HART BAR	5815 ESTEFORT MYEFL			33931
HENDRICK	5822 LAUFORT MYEFL			33931
HERON FF	5858 LAUFORT MYEFL			33931
HEWITT M	2110 COUIMASON CI IA			50401
HILL EDW	5851 LAUFORT MYEFL			33931
HOLCOMB	5730 ESTEFORT MYEFL			33931
JGJ FLORI	17 RIDGEV NORTHFIENJ			8225
KENARY J	36 WYND HOLDEN MA			1520
KLEIN CAF	5841 ESTEFORT MYEFL			33931
KOCHENO	28900 CAV NAPLES FL			34119
MARQUAR	5814 LAUFORT MYEFL			33931
MARRETT	311 WEST MISSOULAMT			59803
MCCARTH	5740 LAUFORT MYEFL			33931
NIST SCO	3276 BRIAHARTLANI MI			48353
PNI LLC	1643 86TH INVER GR MN			55077
POMEROY	7011 FAIR LONGMON CO			80503
PRESTAGI	BOX 604 TIPTON MO			65081
RICHMAN	15275 SW MIAMI FL			33185
RODRIGUE	111 FALKI FORT MYEFL			33931
ROLFES R	8150 HOLTFLORENCI KY			41042
RONALD V	PO BOX 28 FORT MYEFL			33932
SALYERS	5801 LAUFORT MYEFL			33931
SCHIERA	7751 MCC PALOS PA IL			60464
SKUBIS R	5850 LAUFORT MYEFL			33931
SOLIS DA	14550 SW PALMETT FL			33158
TONINO D	30 STONEI STOUFFVION,	CANA	I4A	2C1
VIDALIN J	5719 ESTEFORT MYEFL			33931
WEBB PET	5825 ESTEFORT MYEFL			33931
WISE KIM	1414 HERFLOUISVILL KY			40222
WORNOC	5755 ESTEFORT MYEFL			33931

ZANTELLC171 LANAFFORT MYEFL

33931

1. Requested Motion:

Meeting Date: February 7, 2022

Second 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.

Why the action is necessary:

The Town Council has instructed staff to create options for additional setbacks or other design criteria for large lot single-family residential development.

What the action accomplishes:

Creates options for developers of large lot or combined lots.

2. Agenda:

PUBLIC HEARINGS

3. Requirement/Purpose:

Ordinance, required due to Resolution 21-42, a zoning in progress to address large lot development.

4. Submitter of Information:

5. Background:

The Town Council adopted Resolution 21-42, Invoking a Zoning in Progress to consider amendments to the Town's Land Development Code related to single-family homes built on consolidated lots. The Town staff has reviewed the comments from Town Council members and researched a variety of ways to achieve what is intended. During staff discussions and research, it was recognized that addressing this issue by tying it to the number of lots that are assembled created challenges to ensuring compliance, since platted lots can range from 25 feet in width to occasionally 100 feet, or larger. In addition, the ability to assemble portions of platted lots created difficulties in applying these regulations across the board and, by default, created potential exemptions. In addition to side setbacks, the massing and height of home facades have an impact on neighborhoods. One way to address this is by limiting the size of a single-family home along the frontage of a roadway. This approach is often referred to as addressing the massing of the structure along the street frontage. The proposed text creates an additional street setback once a structure's facade along the street frontage exceeds 65 feet. Any house width over 65 feet has to be setback an additional 12 feet from the right of way, or 37 feet from the front property line. Additionally, to ensure height variation, language has been added to allow no more than 80% of the structure built to the front setback line to be taller than one story above flood elevation. To break up the massing, language was added to require the front facade is not a continuous structure, the 65 feet of frontage may not have a continuous wall, it must be divided into at least two projections. In addition to providing amendments to introduce limits on the length of the facade, staff has drafted a new side setback requirement. Based on Council feedback, proposed ordinance language implements a 15% percent side setback to all residential lots, with a minimum side setback of 7.5 feet. To allow flexibility in design, the home may have unequal setbacks but no one side may be less than 10% of the property width or 7.5 feet, whichever is greater. Concerns regarding the location of mechanical equipment has also been addressed. Ordinance language does not allow mechanical equipment to be placed on the side of the home with a smaller setback unless the smaller setback is at least 20 feet. An option has also been provided that would exempt the residence from the additional front setbacks if

the ground floor is mostly open. Any home that is built with no more than 30 feet in width and the entire depth of the house, of enclosed space below the lowest habitable floor and used only for parking, storage, or access, will be exempt from these proposed new front setback requirements. In addition, staff has prepared an edit to the porches that are permitted to encroach into the street setback. The edit limits the width of the porches and entries. Previous edits didn't account for a limit on the size and width of the porch that can encroach up to ten feet of the street setback. This was provided to fix a current issue since the section was being edited for other purposes. Note: There are two memos addressing the topics of facade length along street frontage and side setbacks. These are provided separately to offer the Town Council the ability to consider these approaches independent of each other.

Attachments:

1. Ordinance 22-01
2. Consolidated Lots Side Setbacks Memo
3. Residential Structure Front Setback Memo
4. Exhibit A Letter from Architect
5. Exhibit B Letter from Designer

Financial Impact:

No expected financial impact.

6. Alternative Action

Deny, modify

7. Management Recommendations:

Approve

8. Recommended Approval:

Sarah Propst, Planning & Zoning
Daphnie Bercher, Community Services Administrator
Jason Green, Community Development Services
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 2/3/2022
Approved - 2/3/2022
Approved - 2/3/2022
Approved - 2/3/2022
Approved - 2/3/2022
Final Approval - 2/3/2022

ORDINANCE 22-01

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 CONVENTIONAL ZONING DISTRICTS; PROVIDING FOR SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

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

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

WHEREAS, the Town Council desires update the Fort Myers Beach Land Development Code to clarify, improve, and create consistency among sections; and

WHEREAS, a public hearing was held before the Local Planning Agency (LPA) on November 17, 2021, at which the LPA gave full and complete consideration of the request, recommendations by staff, the documents in the record, and the testimony of all interested persons, and the LPA voted 5-0, with one member absent, to recommend approval of the requested amendment to Sec. 34-638 and Table 34-3 with additional language discussed during the meeting, and

WHEREAS, on January 10, 2022, the Town Council held a first reading of the proposed Ordinance and gave full and complete consideration to the request of the proposed edits to the Land Development Code, the recommendation of the LPA, the recommendation of staff, the documents in the record, and the testimony of all interested persons; and

WHEREAS, the Town Council set a second reading of the proposed Ordinance and a public hearing on this matter to be legally advertised and held before the Town Council on February 7, 2022; at which time the Town Council gave full and complete consideration to the request, the recommendation of the LPA, the recommendation of staff, consistency with the Comprehensive Plan and Land Development Code, the documents in the record, and the testimony of all interested persons; and

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

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

Section 2. Article III, Division 3, Section 34-638 and Table 34-3 of the Fort Myers Beach LandDevelopment Code is hereby amended to read as follows:

Sec. 34-638. - Minimum setbacks.

- (a) *Generally.* Most zoning districts require minimum setbacks between all buildings and structures and the street, the side lot line, the rear lot line, and any waterbody.
 - (1) Setbacks are minimum horizontal distances between a property line and the nearest point of all structures that ensure a minimum area without buildings. Detailed definitions are provided under "setback" in § 34-2 of this LDC.
 - a. Where an unusual lot configuration or orientation makes it unclear which property lines are street, side, or rear lot lines, the director will establish street, side, and rear lot lines for setback purposes after taking into account existing buildings on the same block as well as the intent of this code. Where access is provided by a shared driveway rather than a street, the director may determine that no street setback applies to that lot.
 - b. Once established through this process, the same setbacks will be applied by the director to other lots on that block.
 - (2) There are two types of side setbacks:
 - a. *Side setbacks - waterfront lots.* Larger side setbacks are required for waterfront lots, defined as lots that immediately adjoin a tidally influenced body of water, whether artificial or natural (see definitions in § 34-2 of this LDC).
 - b. *Side setbacks - non-waterfront lots.* Smaller side setbacks are required for all other lots.
 - (3) The distinction between street setback lines and build-to lines is explained in § 34-662 of this chapter.
 - (4) Certain exceptions to minimum setbacks are provided in subsection (d) below.
- (b) *Where to find minimum setback dimensions.* Minimum setback dimensions are specified as follows:
 - (1) *For principal buildings:*
 - a. For all conventional zoning districts, see Table 34-3.
 - b. For redevelopment zoning districts, as described for the individual districts in division 5 of this article.
 - c. For RPD districts, see § 34-943 of this chapter.
 - d. For CPD districts, see § 34-953 of this chapter.
 - (2) *For accessory buildings,* see §§ 34-1174—34-1176 of this chapter.
- (c) *Additional wetlands buffers.* New development must maintain a 75-foot separation between wetlands and buildings or other impervious surfaces, in accordance with Policy 4-C-12 of the Fort Myers Beach Comprehensive Plan.
 - (1) This requirement does not apply to lawfully existing subdivided lots.
 - (2) This requirement also does not apply to a previously approved development order to the extent it cannot reasonably be modified to comply with this requirement (see ch. 15 of the Fort Myers Beach Comprehensive Plan for details).

- (d) *Exceptions to setbacks and dimensions.* In addition to the following general exceptions to minimum setbacks, commercial buildings that are subject to the commercial design standards may encroach into certain setbacks as provided in §§ 34-991—34-1010 of this chapter.

(1) *Exceptions to all setbacks.*

- a. *Administrative setback variances.* Under certain limited circumstances, administrative variances can be granted to minimum setbacks as provided in § 34-268 of this chapter.
- b. *Overhangs.* An overhang which is part of a building may be permitted to encroach into any setback as long as the overhang does not extend more than three feet into the setback and does not permit any balcony, porch, or living space located above the overhang to extend into the setback.
- c. *Shutters.* A shutter which is attached to a building may be permitted to encroach one foot into the setbacks.
- d. *Awnings and canopies.*
 1. Awnings and canopies which are attached to a building may be permitted to encroach three feet into the setbacks, as long as their location does not interfere with traffic, ingress and egress, or life safety equipment.
 2. For purposes of this section, awnings and canopies may be attached to a nonconforming building and shall not be considered an extension or enlargement of a nonconformity, as long as the building is properly zoned for its use and the conditions as set forth in this section are met.
- e. *Essential services.* Essential services and essential service equipment shall not be required to meet the minimum setbacks for the district wherein located (see § 34-1617 of this chapter).
- f. *Two-family dwelling units.* If a two-family dwelling unit is on a lot of sufficient size to allow it to be subdivided into a separate lot under each dwelling unit (see Table 34-3), the side setback regulations in this section shall not be interpreted to forbid such subdivision. Existing two-family buildings that are being subdivided must be separated by not less than one-hour fire resistance.
- g. *Mechanical equipment.* Mechanical equipment such as air conditioners may encroach up to three feet into rear and waterbody setbacks but must meet the same street and side setbacks as the building it serves. These requirements apply to new buildings and to new mechanical equipment but will not apply to replacement of mechanical equipment on existing buildings if the equipment was installed in conformance with prior regulations.

1. On lots where the side setbacks are not equal on both sides, mechanical equipment may not be placed on the side of the house with the smaller setback unless the smaller setback is 20 feet wide or more.

(2) *Exceptions to street setbacks.* Certain structures are exempt from the street setback requirements as follows. See also § 34-1174 of this chapter.

- a. *Build-to lines.* Some zoning districts do not have any street setback requirements but instead have build-to lines, as described in § 34-662 of this chapter. Awnings, canopies, balconies, bay windows, porches, stoops, arcades, and colonnades may extend forward of the build-to line provided that they comply with the commercial design standards (see § 34-995(e) of this chapter).
- b. *Porches, balconies and stoops.* Porches, balconies and stoops may extend up to ten feet into the street setback zone of residential buildings, provided that:
 1. Any walls, screened areas, or railings in the setback zone extend no higher than 42 inches above the floor of the porch, balcony or stoop; and
 2. No portion of a porch or balcony and no walls or screened areas may be closer than ten feet to the edge of any street right-of-way or street easement.

3. Porches, balconies and stoops, which extend into the front setback, may not exceed 35 feet in width.

- c. *Mail and newspaper delivery boxes.* Mail and newspaper delivery boxes may be placed in accordance with U.S. Postal Service regulations; however, the support for a mail or newspaper

delivery box must be of a suitable breakaway or yielding design, and any mail or newspaper delivery box placed in an unsafe or hazardous location can be removed by the government agency with jurisdiction over the right-of-way at the property owner's expense.

- d. *Bus shelters, bus stop benches and bicycle racks.* Bus shelters, bus stop benches, and bicycle racks may be located in any district without regard for minimum setbacks, provided the location of the structure is approved by the town manager. No advertising is permitted on bus stop benches.
- e. *Telephone booths.* Telephone booths and pay telephone stations may be located in any zoning district that permits multifamily or commercial uses without regard for minimum setbacks; provided that the location shall be approved by the director.

(3) *Waterbody setbacks.*

- a. *Gulf of Mexico.* Except as provided in this section or elsewhere in this code, no building or structure shall be placed closer to the Gulf of Mexico than set forth in ch. 6, articles III and IV of this LDC, or 50 feet from mean high-water, whichever is the most restrictive. See also special regulations for the EC zoning district in § 34-652 of this chapter and the coastal zone restrictions in § 34-1575 of this chapter.
- b. *Other bodies of water.* Except as provided in this section or elsewhere in this chapter, no building or structure shall be placed closer than 25 feet to a property line adjacent to a canal, bay, or other waterbody. For purposes of measuring setbacks from a canal, bay, or other body of water, the following will also be used:
 - 1. If the body of water is subject to tidal changes, the setback will be measured from the mean high-water line.
 - 2. If the body of water is not subject to tidal changes, the setback will be measured from the control elevation of the body of water if known, or from the ordinary high-water line if unknown.
 - 3. In addition to the property line setback, if the property has a seawall, a minimum setback of five feet will be measured from the seaward side of the seawall, not including the seawall cap.
 - 4. If property lines encroach into the waterbody, then no more than five feet shall be applied to the setback measurement.
 - 5. If plats or legal descriptions of property reference water bodies as boundaries, the mean high-water line shall be utilized, unless otherwise stated in those legal descriptions or survey.
- c. *Exceptions for certain accessory structures.* Certain accessory buildings and structures may be permitted closer to a body of water as follows:
 - 1. *Fences and walls.* See division 17 of this article.
 - 2. *Shoreline structures.* See § 34-1863 and ch. 26 of this LDC.
 - 3. *Nonroofed structures.* Swimming pools, tennis courts, patios, decks, and other nonroofed accessory structures or facilities which are not enclosed, except by fence, or which are enclosed on at least three sides with open-mesh screening from a height of 3½ feet above grade to the top of the enclosure, shall be permitted up to but not closer than:
 - (i) Five feet from a seawalled canal or seawalled natural body of water;
 - (ii) Ten feet from a nonseawalled artificial body of water; or
 - (iii) Twenty-five feet from a nonseawalled natural body of water;whichever is greater. Enclosures with any two or more sides enclosed by opaque material shall be required to comply with the setbacks set forth in subsections (d)(3)a. and (d)(3)b. of this section.
 - 4. *Roofed structures.*

- (i) Accessory structures with roofs intended to be impervious to weather and which are structurally built as part of the principal structure shall be required to comply with the setbacks set forth in subsections (a) and (b) of this section.
- (ii) Accessory structures with roofs intended to be impervious to weather and which are not structurally built as part of the principal structure may be permitted up to but not closer than 25 feet to a natural body of water, and ten feet to an artificial body of water.

(4) *Exceptions for certain nonconforming lots.*

- a. Certain nonconforming residential lots are subject to the modified side and rear setback requirements that are found in § 34-3273 of this chapter.
- b. Certain nonconforming mobile home lots in the village zoning district are subject to the modified side and rear setback requirements that are found in § 34-694 of this chapter.
- c. Certain nonconforming commercial lots are subject to the modified side and rear setback requirements that are found in § 34-3277 of this chapter.

(5) Additional street setbacks for single-family and two-family homes exceeding 65 feet in width in the RS, RC and RM zoning district.

a. Single-family and two-family homes exceeding 65 feet in width, in RS, RC and RM zoning districts, shall have additional street setback requirements.

- 1. No more than 65 feet of frontage the structure may be constructed between the street setback line (25 feet from right of way property line) and 37 feet from the street property line. Any portion of the structure exceeding 65 feet in width shall be set back an additional 12 feet (37 feet from the right of way property line).
- 2. No more than 80 percent of the portion of the structure between the street setback line (25 feet from right of way property line) and 37 feet from the street property line may be taller than one story above flood elevation. Any portion of the building behind the 37-foot front setback may be built to the maximum buildable height for that zoning district.
- 3. The 65 feet of building between the 25-foot street setback and 37 feet from the street property line, must be constructed as at least two separate projections. The front façade

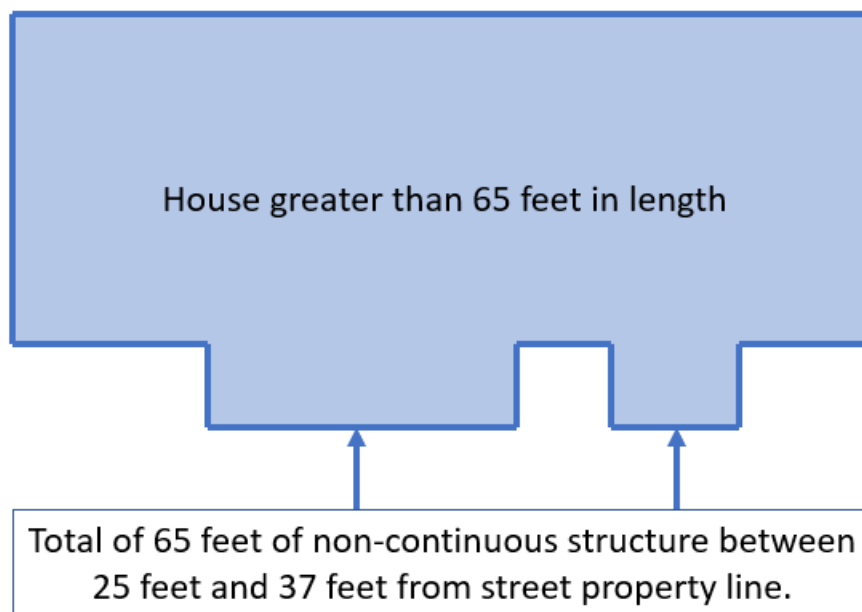


Figure 34-2

b. Exemption from additional setbacks for open ground level. A residential structure greater than 65 feet in width will be exempt from the additional front and side setback requirements found in Sec. 34-638(d)(5) and (6), if the ground-level enclosed or screened area is limited to no more than 650 square feet and 30 feet in width, as viewed from the ROW. The enclosed area may extend the full depth of the house but limited in width to 30 feet.

(6) Additional Side setbacks requirements for single-family and two-family homes on lots greater than 80 feet in width in the RS, RC and RM zoning districts.

a. Single-family and two-family homes on lots 80 feet, or more, wide in the RS, RC and RM zoning districts must provide side setbacks equal to 15% of the lot width, but not less than 7.5 feet, on each side.

1. Lot width is measured from the property line adjacent to the right of way. Where the property is a corner lot, the front will be the side of the property that is deemed the front based on the setbacks (in relation to where the front setback, rear setback, and side setbacks are applied).

2. The cumulative total of the side setbacks shall be 30% of the parcel width, however, the setbacks do not have to be equal on both sides. No side setback shall be less than 10% of the parcel width or a minimum of 7.5 feet, whichever is greater.

(i) Mechanical equipment may not be located on the side of the house with a smaller setback unless the smaller setback is 20 feet wide or more.

3. The setback measurement shall be rounded to the nearest half-foot.

(7) Building coverage limits. For single-family and two-family homes.

a. A single-family or two-family home may not exceed 40% building coverage (the horizontal area of the principal and accessory buildings divided by the site's lot area).

b. Single-family or two-family homes up to 7,500 square feet of building coverage (the horizontal area of the principal and accessory structures) may be approved administratively.

c. A single-family or two-family home exceeding 7,500 square feet of building coverage may be approved through the special exception process.

([Ord. No. 20-08](#), § 2, 4-6-2020)

Secs. 34-653—34-660. - Reserved.

Table 34-3— Dimensional Regulations in Conventional Zoning Districts

	street	side - waterfront lot	side - non-waterfront	rear	water body (1)	Gulf of Mexico (2)	area	width	depth	ratio	Percentage/ <u>Max.</u> <u>Square Feet (11)</u>		feet	stories
ZONING DISTRICT	Setbacks (see § 34-638 for explanation and exceptions)						Lot size (see § 34-637 for explanations and exceptions)			F.A.R. §34- 633	Building Coverage § 34-634 and 34- 638(d)(7)	Density § 34- 632	Height (see § 34- 631)	
RS Residential Single-family	25 (9)	7-§ 15% of lot width (8) (10)	7-§ 15% of lot width (8) (10)	20	25	50	7,500	75	100	-	40% /7,500	(3), (4)	25	3
RC Residential Conservation	25 (9)	7-§ 15% of lot width (10)	7-§ 15% of lot width (10)	20	25	50	4,000	45	80	-	40% /7,500	(3), (4), (5)	25	3
RM Residential Multifamily	25 (9)	20 (6) (10)	20 (6)	20	25	50	7,500	75	100	1.2	-/7,500	(3), (4), (5)	30	3
CR Commercial Resort	10	20	15	20	25	50	20,000	100	100	1.2	-	(3)	30	3
CM Commercial Marina	20	20	20	20	0	50	20,000	100	100	1.0	-	-	35	3
CO Commercial Office	10	10	7	20	25	50	7,500	75	100	1.2	-	(3), (4), (5)	30	3

Santos	10	7	5	20	25	50	5,000	50	100	0.6	-	(3), (4), (5)	25	3
IN Institutional	20	10	7	20	25	50	7,500	75	100	0.8	-	(3)	35	3
CF Community Facilities	20	15	10	20	25	50	N/A	N/A	N/A	0.1	-	(3)	35	3
BB Bay Beach	— see § 34-651(b) —													
EC Environmentally Critical	20	25	-	25	20	50	(7)	N/A	N/A	.01	-	(3), (7)	25	2
Note (1): An additional wetland buffer is required for new development; see § 34-638(c). Note (2): See § 34-638(d)(3)a. Note (3): Maximum densities are established by the Fort Myers Beach Comprehensive Plan; see § 34-632. Note (4): Accessory apartments are allowed in owner-occupied homes under certain conditions; see §34-1178. Note (5): A second dwelling unit or accessory apartment may be allowed on larger lots; for details, see §§ 34-632, 34-1177, and 34-1178. Note (6): Single-family and two-family homes on waterfront lots in the RM zoning district must maintain only a <u>side setback of 15% of the lot width, but not less than a 7.5-foot side setback.</u> Note (7): See § 34-652(e)(3). Note (8): For all RS lots fronting on Matanzas Street and Matanzas Court, all side setbacks shall be at least 10 feet. Note (9): <u>Maximum 65 feet of house may be built to the 25-foot front setback. Any house frontage exceeding 65 feet in length shall be built 37 feet from the front property line. See §34-638(d)(5)a.</u> Note (10): <u>For parcels exceeding 80 feet in width, each side setbacks will be equal to 15% of the property width. See § 34-638(d)(5)b. Each side setbacks shall be 15% of the lot width, but not less than 7.5 feet.</u> Note (11): <u>Houses exceeding 7,500 square feet of building coverage can seek approval through the special exception process.</u>														

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

Section 4. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason, declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision will not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared.

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

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

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

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

ADOPTED this 7th 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.

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

To: Town Council
From: Sarah Propst, Community Development
Date: February 7, 2022
Re: Additional Setbacks and Square Footage Limitation on Large Lots and Structures

BACKGROUND

Multiple lots are being combined to develop single-family and two-family residential homes. The massing of the larger homes with only a typical side setback of 7.5 feet, impacts the viewshed of the neighborhood. Staff has been asked to provide options to address this issue. The options contained in this memo are intended to apply to lots 80 feet wide or wider.

PROPOSED SOLUTIONS

A discussion regarding how to address setbacks for large lots was held at the October 20th LPA meeting, the November 1st joint session between the LPA and Council, the November 17th LPA meeting and January 10th Council hearing. Based on feedback at those meetings, staff is recommending the adoption of language to implement a 15% percent side setback to all lots, with a minimum side setback of 7.5 feet.

The current side setbacks for a residential lot are 7.5 feet for lots up to 75 feet, then the side setback is 10 feet. On an average, 50-foot wide, lot the 7.5-foot setback on each side of the parcel is 15%. If a property owner were to consolidate multiple parcels to build a home, applying a 15% setback would be proportionate to the current average lot setback. For example, for three consolidated, 50-foot wide, lots the setback would be 15% of the entire lot width 22.5 feet. This would be the combined total of all the setbacks from the three lots that are being combined. For larger lots the setback would increase proportionate to the size lot.

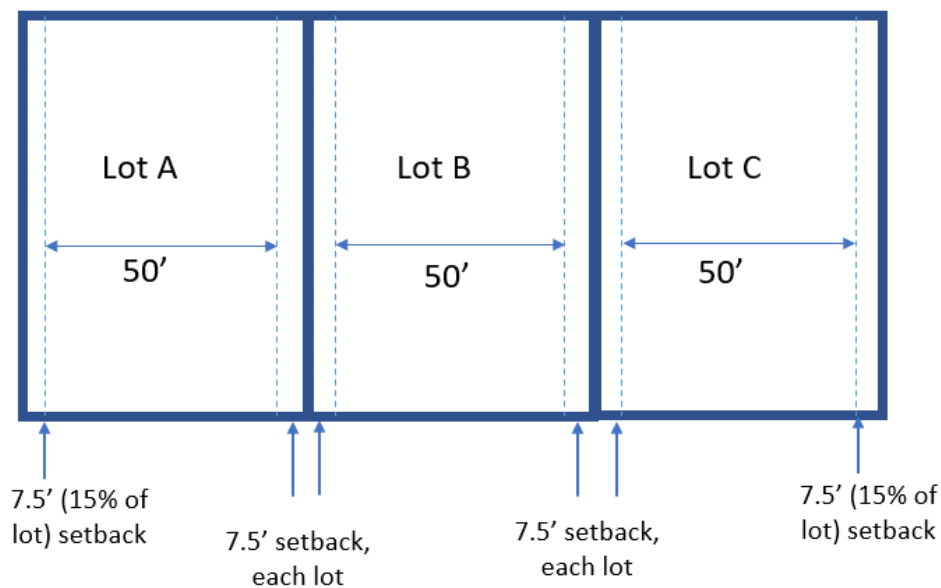
While the original request was to determine the best way to address consolidated lots, staff has revised the language to apply to all lots per the discussion at the January 10th, 2022 Council hearing. This would ensure that the larger setbacks applied when properties are combined will remain in effect even when redevelopment of a property occurs. Also this will make determining setbacks simpler because 15% will apply to all lots, with a minimum of 7.5 feet setback, rather than having different criteria for different size lots.

The proposed language gives the option to allow the property owner to decide how to divide up the setback width between the sides. For example, the three-lot consolidation (50-foot lots) would result in a total of 45 feet of side setback. Rather than requiring the setbacks to be even on both sides, the property owner could choose to divide the total required setback to allow a smaller setback on one side and a larger setback on the other. It would be important that no setback be too small. Staff recommends no one side may ever be less than 7.5 feet or 10% of the lot width, whichever is greater. On an 80-foot lot that would be 8 feet, on a 100-foot lot the smallest side setback would be 10 feet. This would potentially allow for larger trees to be planted in the larger side yard and may create more usable space and a nice viewshed.

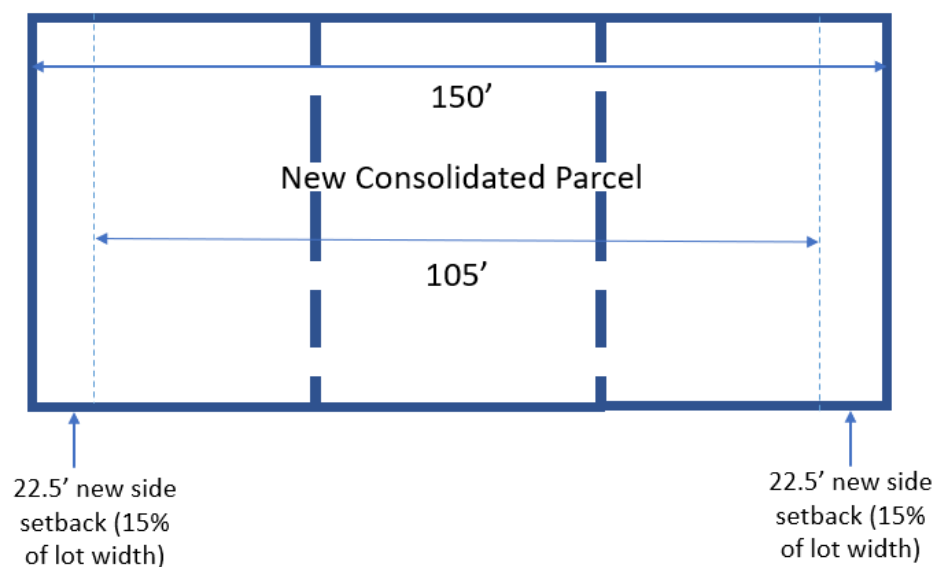
At the January 10th meeting the Council discussed not allowing the mechanical equipment to be placed on the side of the home with a smaller setback. Staff is recommending language that would not allow mechanical equipment on the side of the house with a smaller setback unless the smaller setback is 20 feet wide, or more.

EXAMPLE 1: The first diagram shows three, 50-foot wide, lots the setback would be 15% of the entire lot width 22.5 feet. The second diagram shows how those lots would look combined with the 15% setback on both sides.

Three separate lots with
required setbacks

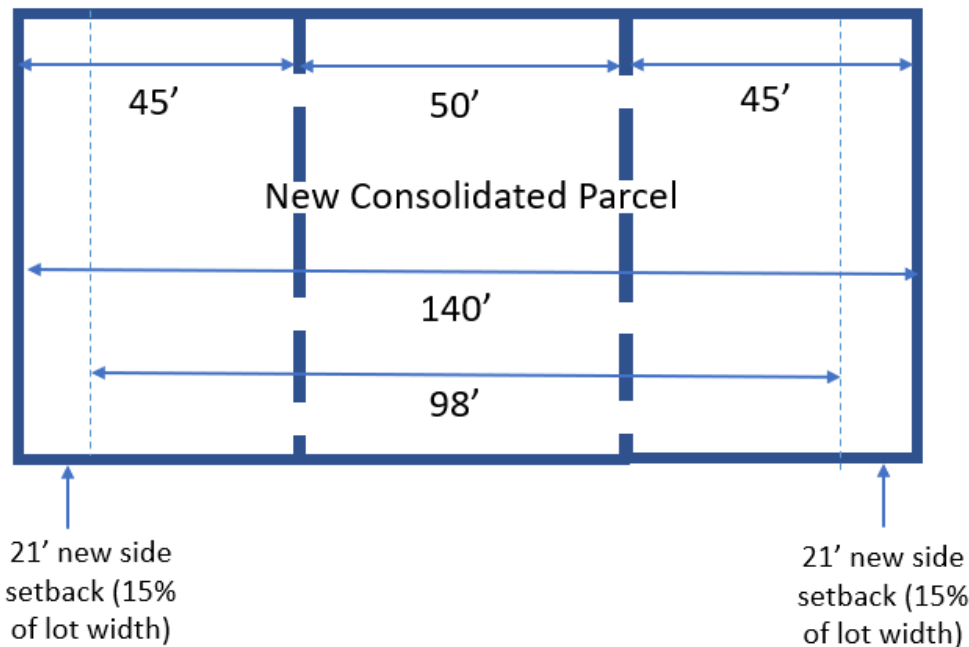


Three lots combined into a
single parcel

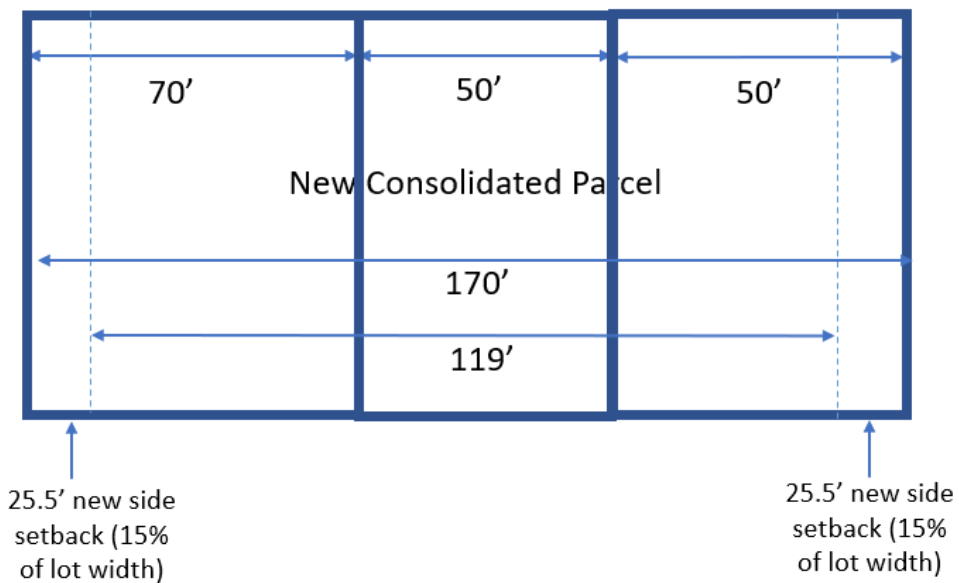


Example 2: Shows how two consolidated lots of different sizes would have setbacks based on the consolidated property width.

Three lots combined
into a single parcel



Three lots combined into
a single parcel





INPUT FROM PROFESSIONALS

Following the November 17th LPA hearing, staff contacted four architects and one designer who are registered to do architectural or design work on Ft. Myers Beach. As of this writing three responses were received. One architect sent an e-mail in strong support of the code changes. He felt that the increased side setbacks were not a hardship on parcels of that size and that they are necessary to respect the existing neighborhood. The design needs to be in context with the surroundings. A designer who responded was not in favor of any additional regulations to size or scale and requested that some of the current regulations be reduced. One architect responded that he was unable to assist at this time.

CHANGES SINCE THE JANUARY 10, 2022 TOWN COUNCIL HEARING

PERCENT SIDE SETBACK APPLIED TO ALL PARCELS

At the January 10th hearing, the Council voiced support for applying the 15% side setback to all residential parcels, not just parcels 80 feet wide or more. With this change, all RS, RC, and RM parcels, with single-family and two-family developments, will have a 15% side setback on both sides of the structure, with a minimum of 7.5 feet. Property owners will have the flexibility to build closer to one side or the other, with the limitation that no side setback may be less than 7.5 feet or 10% of the lot width, whichever is greater. Additionally, the Council recommended the inclusion that no mechanical equipment may be placed on the side of the home with a smaller setback. Staff is recommending that there is an exception to that requirement if the smaller setback is 20 feet wide, or more. This change to the code is included in the attached ordinance.

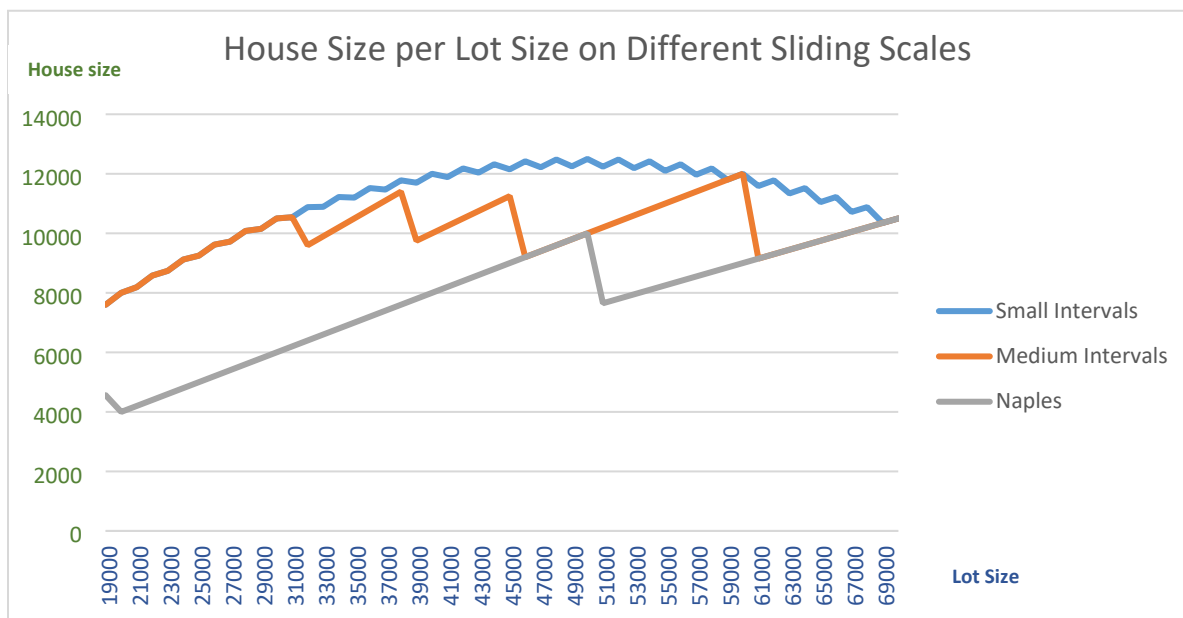
SQUARE FOOTAGE LIMITATIONS

At the January 10, 2022 Town Council hearing the Council requested that staff provide recommendations on size limits for single family and two-family homes. Through a review of land development codes throughout the country, staff found the following: Palo Alto, California has a limit of 6,000 square feet for single family residential homes. Santa Monica, California limits lot coverage of a two-story house to 35% for the first story and 20 percent for the second story. Atherton, California limits a dwelling to 18% of the lot for lots over one acre. Gunnison County, Colorado limits the size of residential structures that can be reviewed without a public hearing to 5,000 square feet, with outbuildings up to 2,000 square feet for a total of 7,000 square feet of floor area. Naples has a sliding scale for building area based on the size of the lot in certain districts, however staff had concerns with the scale. See the graph on the following page which shows how several scale options affect building size.

To give perspective to the sizes of these structures and the property, the home that we have often looked at as an example of the larger homes being built on the island, 600 Randy Lane. 600 Randy Lane has a footprint of approximately 10,000 square feet on a .68 acre (approximately 30,000 square foot) parcel. Staff is proposing an administrative building coverage (footprint) maximum of 7,500 square feet. With the 15% side setbacks and the limit of 65 feet of frontage, a home with 7,500 square feet of building coverage could be built on a lot that is approximately 200 feet by 110 feet. Property owners would have the opportunity to request a larger home through the special exception process.

Code section 34-638(d)(7) addresses part of the code change to allow administrative approval for houses with 7,500 square feet of coverage and require approval of a special exception for homes with more than 7,500 square feet of coverage. Additionally, Table 34-1, Land Uses Assigned to use Groups and Sub-Groups (found in Division 2, after Sec. 34-622) would need to be revised. This revision will require additional advertising for change of use in zoning districts.

The table below, *House Size per Lot Size on Different Sliding Scales*, shows several sliding scale options and how they affect structure size. Staff is concerned that all of the options would allow homes that are well out of scale with the existing neighborhoods. Additionally, the scales do not treat all property sizes equally because there is a cutoff size. For example, a 50,000 square foot lot can have a 10,000 square foot home but a 51,000 square foot lot can only have a 7,650 square foot house.



EXEMPTIONS FOR LIMITED ENCLOSURE BELOW FLOOD

Staff had recommended an exemption from the setback increases if the majority of a home is unenclosed below flood. The previous recommendation was a limit of 650 square feet of enclosed space below a residence, limited to 30 feet in width. Council members expressed an interest in increasing the allowable area of the enclosure to the entire dept of the house but limiting it to 30 feet in width as viewed from the right of way. Another discussion followed that would either limit the allowable below flood enclosure to 65 feet in length, the entire depth of the house, or provide the setback exemption for houses that enclosed 65 feet in length and the entire depth of the house. Only two council members spoke on this subject and staff was unable to discern a clear consensus on the topic.



The ordinance language has been amended to provide an exemption from additional front setbacks for houses that enclose 30 feet or less of width, as viewed from the right of way. The enclosure has no limit on square footage but is limited to the depth of the house.

CODE MODIFICATION

The proposed strikethrough underline language is provided in Ordinance 22-01. The ordinance contains the following substantive changes since the January 10, 2022 hearing:

- **34-638(d)(1)g & 34-638(d)(6)2(i)** Mechanical equipment may not be placed on the side of the home with a smaller setback unless the smaller setback is 20 feet or more.
- **34-638(d)(6)** 15% side setback applies to all residential parcels with single-family and two-family homes.
- **34-638(d)(7)** Limits administratively approvable building coverage for single-family and two-family homes to 7,500 square feet. This regulation modification will also require a change to Table 34-1, Land Uses Assigned to use Groups and Sub-Groups (and will require additional advertising prior to adoption).

EXHIBITS

Exhibit A – E-mail from Architect
Exhibit B – E-mail from Designer



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

To: Town Council
From: Sarah Propst, Community Development
Date: February 7, 2022
Re: Front Setbacks for Residential Structures over 65 Feet in Width

BACKGROUND

When multiple lots are combined, large residential structures that may not be compatible with the neighborhood may be developed. Inappropriate massing for a residential street can result in a negative visual impact, even if the home is quite nice. The comprehensive plan places high value on infill compatibility and renovation mixing gracefully with the existing neighborhood. Policy 3-B-1¹ recommends the review of setbacks and lot sizes as well as design guidelines. Staff has been asked to provide options to address the issue of houses that could be visually overwhelming to a neighborhood.

PROPOSED SOLUTION

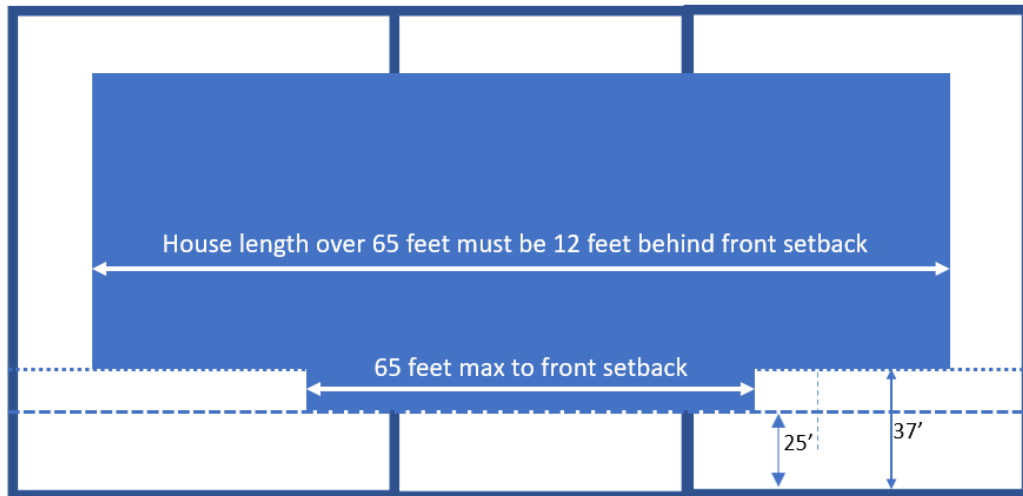
A discussion regarding massing and front setbacks for large lots was held at the October 20th LPA meeting, the November 1st joint session between the LPA and Council, the November 17th LPA meeting and the January 10th Council hearing. Based on feedback at those meetings, staff is recommending the adoption of language to implement a limitation on frontage length of a residence at the front setback line and an additional setback for frontage width over that amount as well as massing requirements at the front setback line.

The proposed language allows up to 65 feet of the structure's frontage to be built to the 25-foot street setback. Of those 65 feet of structure at the front setback, no more than 80 percent may be taller than one story above flood elevation. Any house length over 65 feet must be set back an additional 12 feet. All other criteria such as the allowable coverage, front and rear setbacks and building height would still apply. The resulting house will still be substantially larger than current homes in the majority of neighborhoods but will appear less impactful from the right of way.

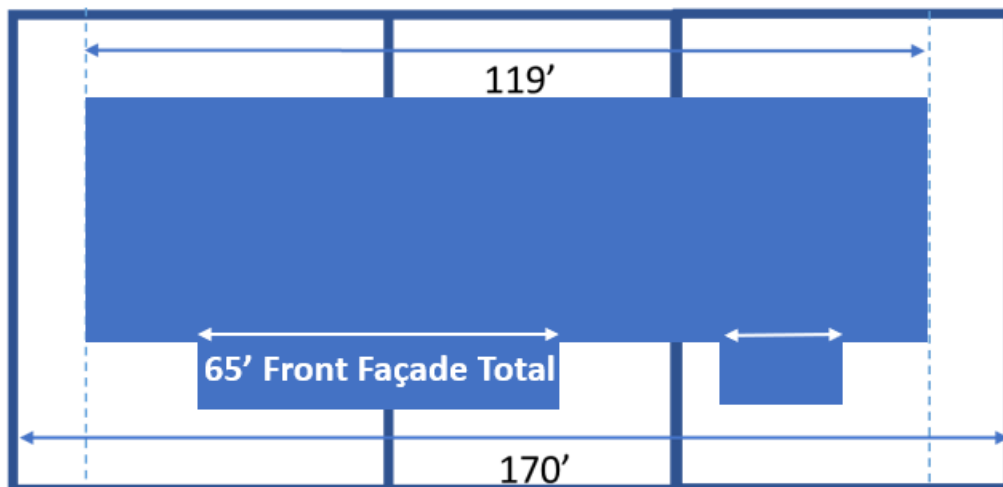
¹ Policy 3-B-1 The town shall prepare and adopt land development regulations to apply to the older "near-town neighborhoods" that will encourage renovations and compatible infill development, using the following types of techniques: i. modifying lot size, setback, and parking requirements where the current regulations hinder redevelopment; ii. adding design guidelines to encourage front porches, decks, and other elements from the cottage design tradition to help frame public spaces and define private areas;

Examples 1 & 2: Both examples show a 170' parcel with a total buildable width of 119' (with 25.5' setbacks on each side, based on 15% side setbacks). The house is designed in such a way that 65 feet of the front of the house can be built to the 25-foot front setback. The remainder of the allowed house width would be allowed 12 feet behind the front setback (37 feet behind the front property line). The front façade would not have to be continuous; it could be divided. Example 2 shows a non-continuous façade.

Example 1



Example 2



INPUT FROM PROFESSIONALS

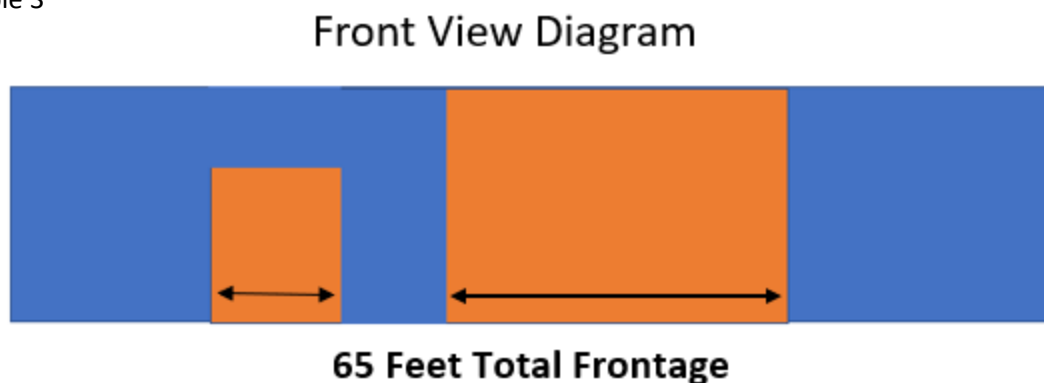
Following the November 17th LPA hearing, staff contacted four architects and one designer registered to do architectural or design work on Ft. Myers Beach. As of this writing responses have been received from three of those contacted. One architect sent an e-mail in strong support of the code changes. He recommended that the height limitation of one floor over flood be clarified and felt that the one-story limitation should apply to 80% of the frontage and allow only 20% of the frontage to be built 2 stories above flood. The suggested clarification to the one-story language has been included, however the 20% to 80% switch was not, but can be discussed. A designer who responded was not in favor of any additional regulations and requested that some of the current regulations be reduced. One architect responded that he was unable to assist at this time. The e-mail responses are Exhibits A and B.

CHANGES SINCE THE JANUARY 10, 2022 TOWN COUNCIL HEARING

FRONTAGE SEPARATION

At the first Town Council hearing the Council voiced support for requiring that the 65 feet of frontage that may be built to the 25-foot right-of-way setback must be divided in at least two sections. This code modification has been included in the ordinance.

Example 3



Example 3: Front View Diagram, the blue is set back a minimum of 37 feet from the ROW. Orange is the façade, set back 25 feet from the ROW. The façade must be divided in at least two separate projections. No more than 20 percent of the façade may be more than one story above flood.

CODE MODIFICATION

The proposed strikethrough underline language is provided in Ordinance 22-01. The ordinance contains the following substantive changes since the January 10, 2022 hearing:

- **34-638(d)(5)3** The frontage must be divided into at least two structural projections, to break up the massing. Figure 34-2 was also included to illustrate the code requirement.

EXHIBITS

Exhibit A – E-mail from Architect

Exhibit B – E-mail from Designer

From: [Lowell Benson](#)
To: [Sarah Propst](#)
Subject: Re: Input on Ft. Myers Beach code changes
Date: Wednesday, December 22, 2021 8:47:28 AM
Attachments: [image001.png](#)

Glad to be of help. I remember FMB when it was a small scale, subtropical town. Everything changes, but it had character then. The new residential construction is often missing a relationship to its surroundings; the buildings could be built anywhere. Hopefully, your zoning regulations will help.

On Tue, Dec 21, 2021 at 2:49 PM Sarah Propst <sarah.propst@fmbgov.com> wrote:

Good afternoon Lowell,

Thank you so much for your insight on this topic. I am a planner by trade and I was very concerned about proposing setback and height limitations without consulting an architect. Your evaluation of how the requirements will impact interior space as well as the visual perception from the street is valuable.

At the council meeting I will bring up your suggestion for further limiting the front elevation height. When we were crafting the language we didn't want to go too far but your explanation helps in understanding the impacts. I will also tighten up the living level language; I was not particularly happy with that language but had struggled to find something better. I will make it more explicit so that it isn't misunderstood/mis-used.

I have been struggling to get a response from architects that work on the beach so your e-mail is very appreciated and will help in the decision making process for changes to the code. Lot coverage requirements do come up regularly on the beach, so I will need to look at what Sanibel requires. Thank you for that recommendation.

Thank you and have a great holiday season!

Sarah

Sarah Propst, AICP, PMP

Sr. Planner/Project Manager



1111 Cambridge Square

Alpharetta, GA 30009

757.269.1203 Cell

sarahpropst@axiscompanies.com

From: Lowell Benson <Lowell@bensonarchitect.com>

Sent: Tuesday, December 21, 2021 12:31 PM

To: Sarah Propst <sarah.propst@fmbgov.com>

Subject: Re: Input on Ft. Myers Beach code changes

Good morning--

I am glad to see some effort toward controlling the scale of buildings on Fort Myers Beach. Communities do change, but as an architect and long time, over 50 year, Lee County resident it's disappointing to see the impact of the new residences which are out of scale with the existing beach community.

As for the specific changes, Section 34-638(d)(5)a, regarding the 65' max frontage and 12' additional setback, is absolutely feasible from a design perspective. The 12' depth is sufficient as the "bay" dimension of many residential room functions, such as bedroom, kitchen, smaller living room, etc. The depth offset would likely establish a structural line in the building but that would make sense in plan and structure of the building.

The second portion of that section seems to have a minimal limiting factor if I am reading it correctly. It says, "No more than 80percent of the portion [in the 25' to 37' setback] may be taller than one living story." Does that mean that 80% can be taller than one story? I would make it read the reverse, to limit most of the front elevation to one story. When designing single family residential projects, I always recommend breaking up the building and stepping down at the perimeter, especially the front, to lessen the mass of the structure. To build a three story box is harsh in almost any locale. That stepping

inward with the mass of the building is as important as the setbacks.

And what is defined by "one living story"? I have seen some very tall living spaces in current homes.

Regarding the new Section 6 following, the increase in side setbacks is no hardship. If the residence is that large in plan, then there is no serious loss of use to trim the footprint of the building plan. The building is already going multistory because of the flood requirements if nothing else.

The new owners should be allowed to utilize their land, but the new structures need to acknowledge the existing neighbors, which may often remain the low slung beach cottages. Architecture 101 teaches that you design in context with the surroundings, including both built and natural environments.

In general, the setback and building massing requirements are helpful toward the city council's concerns.

This may be the subject for a future change, but the Sanibel lot coverage requirements have helped maintain the scale of residential building there. They are sometimes overly restrictive in the developed coverage, such as walkways and drives, but the lot coverage limits serve to control designs based simply on the premise that bigger is better.

Hope this helps! Please let me know if you need other input.

Lowell Benson

On Tue, Dec 21, 2021 at 10:51 AM Sarah Propst <sarah.propst@fmbgov.com> wrote:

Good morning Lowell,

I wanted to touch base with you and see if you had an opportunity to look at the code; I've re-attached it here. I will be preparing a report next week for the January 10th City Council meeting. Any input you may have would be appreciated.

Thank you so much and have a great holiday,

Sarah Propst, AICP, PMP

Sr. Planner/Project Manager



1111 Cambridge Square

Alpharetta, GA 30009

757.269.1203 Cell

sarahpropst@axiscompanies.com

From: Sarah Propst

Sent: Monday, December 6, 2021 10:45 AM

To: lowell@bensonarchitect.com

Cc: Jason Green <green@fmbgov.com>

Subject: RE: Input on Ft. Myers Beach code changes

Good morning, Lowell. I hope you had a lovely Thanksgiving. I wanted to follow up on my previous e-mail to see if you had any questions or input.

Thank you so much and have a great day,

Sarah Propst

Sarah Propst, AICP, PMP

Sr. Planner/Project Manager



1111 Cambridge Square

Alpharetta, GA 30009

757.269.1203 Cell

sarahpropst@axiscompanies.com

From: Sarah Propst

Sent: Wednesday, November 24, 2021 3:29 PM

To: 'lowell@bensonarchitect.com' <lowell@bensonarchitect.com>

Cc: Jason Green <green@fmbgov.com>

Subject: Input on Ft. Myers Beach code changes

Good morning Lowell,

I am reaching out to you in hopes of getting your input on some changes that are proposed for the Town of Ft. Myers Beach land development code. I know that you registered to do architectural work on the Ft. Myers Beach and I would like to get your feedback on these code changes to see if you think they are workable from a design point of view and if you believe they will address the issues the Town Council is concerned with.

The Council requested a zoning in progress, moratorium on development of consolidated lots in order to look into what code options were available. The concern is that multiple lots are being combined to create very large residential lots that are enabling the development of homes that are out of scale and character with the existing neighborhoods. A big issue was the loss of internal lot setbacks and view corridors for the neighborhood as well as the impact of large-scale homes on the right of way.

Through several meetings with Council and LPA, staff came up with a two-pronged approach that would apply a 15% side setback to lots 80 feet wide or more and additional

front setbacks and height limits on houses wider than 65 feet. I've attached the language, in a strike-through/underline format. I would like to hear your thoughts on the proposed changes and see if you have any concerns or suggestions.

I really appreciate any feedback you can provide, please reach out when you have a chance to look at this. I know you're probably quite busy but my goal is to get language in front of the Town Council in January.

Have a lovely Thanksgiving,

Sarah Propst

Note: Florida has a very broad public records law. Most communication(s) to or from Fort Myers Beach officials regarding Town business are public records available to the public and media upon request. Your email communications and email address may be subject to public disclosure.

--

Lowell Benson, AIA

2039 W. First Street

Suite 3

Fort Myers, FL 33901

239.461.0123

Photo



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--

Lowell Benson, AIA
2039 W. First Street
Suite 3
Fort Myers, FL 33901
239.461.0123

Photo



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From: rangfan1@aol.com
To: [Sarah Propst](#)
Subject: RE: Input on Ft Myers Beach code changes
Date: Tuesday, December 21, 2021 11:19:53 AM
Attachments: [image001.png](#)

Sarah,
Hope your well,
Nice to have you back.

I have reviewed the proposed revisions to the Beach building code.
As you can imagine, i am not in favor of limiting any kind of development, size or scale.

I feel the city has asked its citizens to give up too much already.
The 67% rule, has been a disaster!

I have spoken to other designers also about the planned revisions, all had same answer.
Spoke with land owners, not in favor of any more limitations and property rights.

We can discuss if you want to!

Thanks always for your assistance on my projects!

John

[Sent from the all new AOL app for Android](#)

On Tue, Dec 21, 2021 at 10:52 AM, Sarah Propst
<sarah.propst@fmbgov.com> wrote:

Good morning John,

I wanted to touch base with you and see if you had an opportunity to look at the code; I've re-attached it here. I will be preparing a report next week for the January 10th City Council meeting. Any input you may have would be appreciated.

Thank you so much and have a great holiday,

Sarah Propst, AICP, PMP

Sr. Planner/Project Manager



1111 Cambridge Square

Alpharetta, GA 30009

757.269.1203 Cell

sarahpropst@axiscompanies.com

From: Sarah Propst

Sent: Thursday, December 16, 2021 10:36 AM

To: rangfan1@aol.com

Subject: FW: Input on Ft Myers Beach code changes

Good morning John,

I am reaching out to you in hopes of getting your input on some changes that are proposed for the Town of Ft. Myers Beach land development code. I would like to get your feedback on these code changes to see if you think they are workable from a design point of view and if you believe they will address the issues the Town Council is concerned with.

The Council requested a zoning in progress, moratorium on development of consolidated lots in order to look into what code options were available. The concern is that multiple lots are being combined to create very large residential lots that are enabling the development of homes that are out of scale and character with the existing neighborhoods. A big issue was the loss of internal lot setbacks and view corridors for the neighborhood as well as the impact of large-scale homes on the right of way.

Through several meetings with Council and LPA, staff came up with a two-pronged approach that would apply a 15% side setback to lots 80 feet wide or more and additional front setbacks and height limits on houses wider than 65 feet. I've attached the language, in a strike-through/underline format. I would like to hear your thoughts on the proposed changes and see if you have any concerns or suggestions.

I really appreciate any feedback you can provide, please reach out when you have a chance to look at this. I know you're probably quite busy but my goal is to get language in front of

the Town Council in January.

Have a lovely Holiday,

Sarah Propst

Sarah Propst, AICP, PMP

Sr. Planner/Project Manager



1111 Cambridge Square

Alpharetta, GA 30009

757.269.1203 Cell

sarahpropst@axiscompanies.com

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Note: Florida has a very broad public records law. Most communication(s) to or from Fort Myers Beach officials regarding Town business are public records available to the public and media upon request. Your email communications and email address may be subject to public disclosure.

1. Requested Motion:

Meeting Date: February 7, 2022

Second Reading, Public Hearing and Adoption: 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.

Why the action is necessary:

Amendments to Ordinances must be presented to the Town Council.

What the action accomplishes:

2. Agenda:

PUBLIC HEARINGS

3. Requirement/Purpose:

4. Submitter of Information:

5. Background:

Second reading of the amendments to the Bicycle and Vehicle Safety Ordinance, requiring lights and warning devices.

Attachments:

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

Financial Impact:

6. Alternative Action

7. Management Recommendations:

8. Recommended Approval:

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

Created/Initiated - 2/1/2022
Approved - 2/1/2022
Approved - 2/2/2022
Approved - 2/3/2022
Final Approval - 2/3/2022

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 with Sec. 28-81 of this article.

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: February 7, 2022

First Reading and Public Hearing: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING SECTIONS SECTION 28-19, SECTION 28-82, AND SECTION 28-84 OF CHAPTER 28, "TRAFFIC AND VEHICLES" OF THE CODE OF ORDINANCES, TOWN OF FORT MYERS BEACH, FLORIDA, TO DEFINE AND REGULATE MOTORIZED MICRO-MOBILITY DEVICES; 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 March 7, 2022.

Why the action is necessary:

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;

What the action accomplishes:

Clarification of motorized micromobility devices definitions.

2. Agenda:

PUBLIC HEARINGS

3. Requirement/Purpose:

Ordinance

4. Submitter of Information:

5. Background:

As requested by Town Council at their December 6, 2021 regular meeting.

Attachments:

1. Ordinance 22-04 re Regulating Motorized Micro-mobility Devices(130216935.1)-C

Financial Impact:

6. Alternative Action

7. Management Recommendations:

8. Recommended Approval:

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

Created/Initiated - 2/2/2022
Approved - 2/2/2022
Approved - 2/2/2022
Approved - 2/2/2022
Approved - 2/3/2022
Final Approval - 2/3/2022

ORDINANCE NO. 22-04

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING SECTIONS SECTION 28-19, SECTION 28-82, AND SECTION 28-84 OF CHAPTER 28, “TRAFFIC AND VEHICLES” OF THE CODE OF ORDINANCES, TOWN OF FORT MYERS BEACH, FLORIDA, TO DEFINE AND REGULATE MOTORIZED MICRO-MOBILITY DEVICES; 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 motorized micro-mobility devices need to be regulated, because the use of motorized micro-mobility devices on sidewalks, shared use paths, streets, and roads presents 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 finds that it is in the best interests of the health, safety, and welfare of the Town’s residents and visitors to prohibit motorized micro-mobility devices on the Town’s sidewalks, shared use paths, streets, and roads.

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. Sec. 28-19, Definitions; Sec. 28-82, Vehicles Prohibited, and Sec. 28-84, Assisted Bicycles Prohibited, Chapter 28 of the Code of Ordinance, Town of Fort Myers Beach are hereby amended to read as follows:

CHAPTER 28 – TRAFFIC AND VEHICLES

Sec. 28-19. Definitions.

^{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.

Motorized micro-mobility devices means self-propelled mobility devices that have a motor, gas or electric, and a deck which a person may ride, which includes, but is not limited to, electric scooters, electric skateboards, one-wheeled devices, and hoverboards.

Sec. 28-82. – Vehicles Prohibited.

No person shall drive any vehicle, other than by human power upon any public sidewalk or path except for authorized government personnel, emergency vehicles, and special mobile equipment for repair or maintenance of the sidewalk areas. This section does not apply to motorized wheelchairs having three or more wheels. ~~Electric scooters and all types of motorized mopeds are prohibited.~~ Motorized micro-mobility devices, including but not limited to electric scooters, electric skateboards, one-wheeled devices, and hoverboards are prohibited.

Section 28-84. Assisted Bicycles Prohibited.

No bicycle having any type of helper motor and having two or more wheels shall be driven upon any public sidewalk, path, or beach. This section does not apply to motorized wheelchairs having three or more wheels. ~~Electric scooters and all types of motorized mopeds are prohibited.~~ Motorized micro-mobility devices, including but not limited to electric scooters, electric skateboards, one-wheeled devices, and hoverboards are prohibited.

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: February 7, 2022

Approve and authorize the Town Manager to execute Renewal #3 (of 3) to the CrowderGulf Agreement for Disaster Recovery Services.

Why the action is necessary:

To provide the Town with a contract for Disaster Recovery Services.

What the action accomplishes:

Extends the contract with CrowderGulf Inc. for one additional year.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

Other

4. Submitter of Information:

Chelsea O'Riley, Public Works
Director

5. Background:

The Town has an existing contract with CrowderGulf since April 24, 2018 for disaster recovery services via RFP-17-29-PW. The original contract was for a period of two years with up to three additional 12-month renewals available. This will be the last renewal out of three.

Attachments:

1. Ft. Myers Bch. (Town), FL Unex CPI Renewal
2. Fort Myers(Town), FL Renewal Form 2022
3. Crowder Renewal #3- TFMB Form

Financial Impact:

6. Alternative Action

Do not approve one year extension.

7. Management Recommendations:

Renew agreement with vendor for an additional year of service.

8. Recommended Approval:

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

Created/Initiated - 1/26/2022
Approved - 1/26/2022
Approved - 2/1/2022
Approved - 2/2/2022
Final Approval - 2/2/2022

CrowderGulf

Disaster Recovery and Debris Management

5629 Commerce Boulevard E
Mobile, Alabama 36619

Office: (800) 992-6207
Fax: (251) 459-7433

January 18, 2022

Mr. Roger Hernstadt
Town Manager
Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers Beach, FL 33931

via email: Roger@fmbgov.com

Re: Contract Renewal for Disaster Recovery Services

Dear Mr. Hernstadt:

CrowderGulf has been providing the Town of Fort Myers Beach Disaster Recovery Services per the agreement that was executed on April 24, 2018. The term of the agreement is through April 23, 2020 with up to three (3) additional terms of twelve (12) months each on the same terms and conditions.

According to the RFP, section 7, D, price adjustments will be made on an annual basis after the first 24 month term based on the consumer price index (CPI). At the renewal of the contract term and on each renewal date thereafter, the unit contract prices shall be adjusted to reflect the increase or decrease in the CPI for the immediately preceding twelve (12) month period. Over the last twelve (12) months, according to the U.S. Bureau of Labor Statistics, the Consumer Price Index rose 7.0 percent. At this time CrowderGulf is requesting a price increase of 7.0 percent.

If the Town of Fort Myers Beach is in agreement to renew the contract please sign the renewal acceptance below and return to CrowderGulf. Upon execution of this acknowledgement the contract will continue with the updated pricing sheet (attached) until its new expiration date of April 23, 2023.

We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event the Town of Fort Myers Beach requests our services. If you have any questions or if we can be of any further assistance please do not hesitate to contact me at our Disaster Administration Office (DAO) 800-992-6207 or by e-mail jramsay@crowdergulf.com.

Best regards,


Ashley Ramsay-Naile
President

RENEWAL ACCEPTANCE – Town of Fort Myers Beach, FL

Signature

Name/Title

Date
Page 90 of 207

CrowderGulf CPI Pricing (7.0%) 2022-2023

**TOWN OF FORT MYERS BEACH PROPOSAL SCHEDULE
PROPOSAL NO. DEBRIS REMOVAL**

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>	<u>Est. Qty</u>
	Unit Price for Vegetative Debris Collection and Transportation to debris staging area provided by the Town (within Town limits). CY_____100,000		\$9.12	\$912,000.00
	Unit Price for Vegetative Debris Collection and Transportation to debris staging area provided by the Contractor outside of Town limits (<i>if viable space for TDSR is not available within Town limits</i>). CY _____		\$10.20	\$10.20
	Unit Price for Mixed Debris Collection and Transportation to Lee County Landfill. Costs associated with landfill disposal fees (tipping fees) will be billed by Lee Landfill directly to the Town. CY_____2,000		\$10.58	\$21,160.00
	Unit Price for Construction and Demolition (C&D) Collection and Transportation to Lee County Landfill. Costs associated with landfill disposal fees (tipping fees) will be billed by Lee County Landfill directly to the Town. CY_____2,000		\$10.58	\$21,160.00
	Unit Price for Mixed Debris Collection and Transportation to staging area for transport to Lee County Landfill CY_____2,000		\$9.12	\$18,240.00
	Unit Price for Construction and Demolition (C&D) Debris Collection and Transportation to staging area for transport to Lee County Landfill. CY _____2,000		\$9.12	\$18,240.00
	Unit Price for Transport of Mixed Debris from staging area to Lee County Landfill. Costs associated with landfill disposal fees (tipping fees) will be pass-through cost with the Contractor invoicing the Town at actual cost without any additional fees. CY _____2,000		\$5.64	\$11,280.00
	Unit Price for Transport of Construction and Demolition (C&D) Debris from staging area to Lee County Landfill. Costs associated with landfill disposal fees (tipping fees) will be pass-through cost with the Contractor invoicing the Town at actual cost without any additional fees. CY _____2,000		\$5.64	\$11,280.00
	Unit Price for recovery and recycling of E-Waste such as televisions, computers, computer monitors, tablets, microwaves, etc. Items shall be disposed at a permitted E-Waste recycling facility.		\$43.40	\$43.40

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>	<u>Est. Qty</u>
	Unit Price for Vegetative Waste Consolidation (grinding & chipping) at Town's or Contractor's site(s).	CY	\$4.01	\$401,000.00 100,000
	Unit Price for Hauling Mulch from Town's or Contractor's site(s) to a State approved disposal site provided by Contractor. CY _____ 25,000 *NOTE 1		\$4.56	\$114,000.00
	Unit Price for using mulch as a soil amendment and blending into the soil at the debris site in compliance with FDEP requirements if FDEP permit is obtained.	CY	\$2.99	\$2.99
	Unit Price for Providing Air Curtain and Burning Vegetative Debris at Town's or Contractor's site(s). Burning will not be allowed inside the Town limits.	CY	\$2.65	\$2.65
	Unit Price for Cutting Down, Removing and Disposing of Hanging Limbs 2" Diameter or larger in rights-of-way. Price per Tree	EA	\$97.65	\$9,765.00 100
15.	Unit Price for Excavation, Removal and Disposal of Stumps in rights-of-way. Stumps must be 24" in diameter or larger measured 2 feet above the ground and the rootball must be 50% uprooted. Stumps less than 24" in diameter or placed in the right-of-way and not requiring excavation shall be considered vegetative debris. Includes filling remaining hole with clean soil to match the surrounding ground. See Stump Conversion Table.			\$14,918.50
a.	24" to 48" Diameter	EA	\$298.37	50
b.	48" Diameter and Larger	EA	\$433.99	25
16.	Unit Price to remove hazardous trees (leaners) from the right-of-way including transporting to staging area. Trees must be minimum 6" diameter measured 4.5' from the ground.			\$10,849.75
a.	6" -11.99" diameter	EA	\$65.10	10 \$ 651.00
b.	12" - 23.99" diameter	EA	\$162.75	10 \$1,627.50
c.	24" - 47.99" diameter	EA	\$325.49	5 \$1,627.45
d.	48" diameter and greater	EA	\$379.74	5 \$1,898.70

*NOTE 1: This rate is for 0-30 Miles for mileage over 30 please add \$0.13 / Cubic Yard / Mile.

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>	<u>Est. Qty</u>
17.	Hazardous Waste Removal, Transport and Disposal	LB	\$4.34	\$868.00 200
18.	Bio-Hazardous Waste Removal, Transport and Disposal	LB	\$5.42	\$1,084.00 200
19.	Dead Animal Collection, Transport and Disposal	LB	\$0.55	\$110.00 200
20.	White Goods Collection, Transport and Disposal	EA	\$54.25	\$542.50 10
a.	Freon management and Disposal	UNIT	\$43.40	5 \$217.00
See Equipment and Labor Rates Attachment (70 hours per FEMA regulations)				
22.	Demolition of Structures (Debris will be hauled and disposed under item 1-8) including termination/capping of all utilities, removal of white goods, household hazardous waste, small gas line equipment, etc.	SF	\$2.72	\$54,400.00 20,000
a.	Regulated Asbestos-Containing Materials abatement if required.	LB	\$5.42	\$2,710.00 500
23.	Per the contract specifications, collect and remove beach sand from public land and rights-of-ways. Haul to temporary storage site and clean/sift all debris from the sand to provide a material acceptable to return to the beach. (Debris will be hauled and disposed under item 1-8)			\$73,250.00
a.	Deliver the clean sand to the beach. Place and grade to restore the beach to its historical profile as directed by the Town.	CY	\$14.65	5,000
b.	Restoration of sodded/landscape right-of-way areas as a result of beach sand removal per the contract specifications.	CY	\$4.34	\$17,360.00 4,000
		SY	\$2.12	2,500
				\$5,300.00
24.	Remove medium to large debris from the beach as described in the contract specifications. Cost of debris disposal will be included in the unit price per acre.	CY	\$19.53	500
				\$9,765.00
25.	Remove and sift small debris from the beach as described in the contract specifications. Cost of debris disposal will be included in the unit price per acre.	CY	\$23.87	250
				\$5,967.50

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>	<u>Est. Qty</u>
26.	Boat Removal - Contractor shall collect, transport, stage, and dispose of abandoned boats in accordance with state and federal requirements.	EA	<u>\$2,712.45</u>	\$2,712.45
27.	Vehicle Removal - Contractor shall collect, transport, stage, and dispose of abandoned vehicles in accordance with state and federal requirements.	EA	<u>\$260.40</u>	\$260.40

Mixed Debris is primarily vegetation with building debris such as roofing, siding, insulation, drywall, signage and other light construction debris.

Construction and Demolition (C&D) Debris includes but is not limited to building debris such as roofing, siding, insulation, drywall, signage, plywood, lumber fencing and other miscellaneous construction debris.

Biohazardous Waste means any solid or liquid waste which may present a threat of infection to humans. Items such as may be found as a result of damage to a veterinary or medical office. The term includes but is not limited to:

- Non-liquid human tissue and body parts; autopsy waste;
- Laboratory and veterinary waste which contains human disease-causing agents;
- Used disposable sharps and contaminated equipment;
- Human blood, human blood products and body fluids;
- Human Pathogens;
- Animal Cell Cultures;
- Infected or potentially infected animals and/or excised tissue;
- Infected or potentially infected human tissue, secretions or blood.

Hazardous Waste is waste or combination of wastes of a solid, liquid, contained gaseous or semisolid form which, because of its quantity, concentration, or physical, chemical, or infectious characteristics may:

- Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or
- Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Also includes material and products from institutional, commercial, recreational, industrial and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency (EPA):

1) Toxic, 2) Flammable, 3) Corrosive; and/or 4) Reactive. Such wastes may include, but are not limited to, those that are persistent in nature, assimilated, or concentrated in tissue or which generate pressure through decomposition, heat, or other means. The term does not include solid or dissolved materials in domestic sewage or solid dissolved materials in irrigation return flows, or industrial discharges, which are point sources subject to state or federal permits.

Household Hazardous Waste (HHW) includes used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive and/or 4) Reactive. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders.

EXHIBIT A

STUMP CONVERSION TABLE DIAMETER TO VOLUME CAPACITY

The qualification of the cubic yards of debris for each size of stump is the following table was derived from FEMA field studies conducted throughout different states during the debris removal operations following Hurricane Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards.

$$[\text{Stump Diameter}^2 \times 0.7854] \times \text{Stump Length} + [(\text{Root ball Diameter}^2 \times 0.7854) \times \text{Root ball Height}] 46656$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert inches to Cubic Yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3:6
- Root ball height of 31"

Stump Diameter (inches)	Cubic Yards
6	0.3
7	0.4
8	0.5
9	0.6
10	0.7
11	0.9
12	1
13	1.2
14	1.4
15	1.6
16	1.8
17	2.1
18	2.3
19	2.6
20	2.9
21	3.2
22	3.5
23	3.8
24	4.1
25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	1.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5
46	15.2

Stump Diameter (inches)	Cubic Yards
47	15.8
48	16.5
49	17.2
50	17.9
51	18.6
52	19.4
53	20.1
54	20.9
55	21.7
56	22.5
57	23.3
58	24.1
59	24.9
60	25.8
61	26.7
62	27.6
63	28.4
64	29.4
65	30.3
66	31.2
67	32.2
68	33.1
69	34.1
70	35.1
71	36.1
72	37.2
73	38.2
74	39.2
75	40.3
76	41.4
77	42.5
78	43.6
79	44.7
80	45.9
81	47
82	48.2
83	49.4
84	50.6

CrowderGulf CPI Pricing (7.0%) 2022-2023
EXHIBIT B - FEE SCHEDULE
EQUIPMENT RATES

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	\$143.22
JD 644 Wheel Loader with debris grapple	Hour	\$156.24
Extend boom Forklift with debris grapple	Hour	\$123.69
753 Bobcat Skid Steer Loader with debris grapple	Hour	\$ 78.12
753 Bobcat Skid Steer Loader with bucket	Hour	\$ 65.10
753 Bobcat Skid Steer Loader with street Sweeper	Hour	\$ 78.12
30-50 HP Farm Tractor with box blade or rake	Hour	\$ 58.59
2-2 ½ Cu.Yd. Articulated Loader with bucket	Hour	\$117.18
3-4 Cu.Yd. Articulated Loader with bucket	Hour	\$143.22
JD 648E Log Skidder or equivalent	Hour	\$130.20
CAT D4 Dozer	Hour	\$ 91.14
CAT D6 Dozer	Hour	\$162.75
CAT D8 Dozer	Hour	\$221.34
CAT 125 – 140 HP Motor Grader	Hour	\$123.69
JD 690 Trackhoe with debris grapple	Hour	\$156.24
JD 690 Trackhoe with bucket & thumb	Hour	\$136.70
Rubber Tired Trackhoe with debris grapple	Hour	\$156.24
JD 310 Rubber Tired Backhoe with bucket and hoe	Hour	\$ 84.64
Rubber Tired Excavator with debris grapple	Hour	\$156.24
210 Prentiss Knuckleboom with debris grapple	Hour	\$143.22
Self-Loader Scraper Cat 623 or equivalent	Hour	\$253.89
Hand Fed Debris Chipper	Hour	\$ 45.57
300 – 400 Tub Grinder	Hour	\$455.69
800 – 1,000 HP Diamond Z Tub Grinder	Hour	\$650.99
30 Ton Crane	Hour	\$195.30
50 Tone Crane	Hour	\$221.34
100 Ton Crane (8 hour minimum)	Hour	\$325.49
40-60' Bucket Truck	Hour	\$162.75
Service Truck	Hour	\$ 78.12
Water Truck	Hour	\$ 91.14
Portable Light Plant	Hour	\$ 24.95
Equipment Transports	Hour	\$117.18
Pickup Truck, Unmanned	Hour	\$ 18.45
Self-loading Dump Truck with Knuckleboom and debris grapple	Hour	\$171.42
Single Axle Dump Truck, 5 – 12 Cu.Yd.	Hour	\$ 58.59
Tandem Dump Truck, 16 - 20 Cu.Yd.	Hour	\$ 82.45
Trailer Dump, 24 – 40 Cu.Yd.	Hour	\$ 93.30
Trailer Dump Truck, 61 – 80 Cu.Yd.	Hour	\$117.18
Power Screen	Hour	\$143.22
Stacking Conveyor	Hour	\$ 45.57
Off Road Trucks	Hour	\$195.30

LABOR AND MATERIAL RATES

Personnel Description	Unit	Unit Price
Operations Manager	Hour	\$ 78.12
Superintendent with truck, phone & radio	Hour	\$ 70.52
Foreman with truck, phone & radio	Hour	\$ 62.93
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	\$ 65.10
Inspector with vehicle, phone & radio	Hour	\$ 41.23
Climber with gear	Hour	\$130.20
Saw Hand with chainsaw	Hour	\$ 41.23
Laborers & Flagmen	Hour	\$ 35.80
Public Assistance Manager	Hour	\$162.75
Documentation Clerk	Hour	\$ 43.40
Timekeeper	Hour	\$ 45.57
HazMat Professional	Hour	\$234.35
Household HazMat Inspection & Removal Crew	Hour	\$141.05
Generators from 10 KW to 300 KW 10 KW		\$ 32.55
Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	CY	\$49.90

Notes:

1. The Equipment, labor and material rates shown above are for tasks requested by the **Town/County/Town** which are not covered in the rates (per cubic yard) for normal debris removal and reduction.
2. Pricing includes operator, fuel, and maintenance.
3. The listed equipment should cover all possible equipment needs following disaster.

PROPOSER INFORMATION:

Proposer Name: CrowderGulf Joint Venture, Inc.

Address: 5629 Commerce Boulevard East

Town, State, and Zip Code: Mobile, AL 36619

Printed Name and Title: Ashley Ramsay-Naile, President

Signed: _____

Payment Terms: Net 30 days

Phone: 800.992.6207 FAX: 251.459.7433 E-Mail: jramsay@crowdergulf.com

Furnish all equipment, labor, supervision, materials, transportation and services for Debris Removal per the specifications provided.

Seven Thousand Three Hundred Eight Dollars and Forty-Seven Cents

Written Amount

\$7,308.47

Numeric Amount

TIME OF COMPLETION

Total number of calendar days from and including Commencement Date through Completion. Date required to complete the Work in accordance with the Contract Documents. Number of days TBD. The Time of Completion, however, shall not exceed TBD calendar days.

Firm Name CrowderGulf Joint Venture, Inc.

Address: 5629 Commerce Boulevard East Town

& State Mobile, AL 36619 Telephone: 800.992.6207 Fax: 251.459.7433 E-

Mail: jramsay@crowdergulf.com Terms: Net 30 days

Name, Typed or Printed: Ashley Ramsay-Naile, President Signature:

Title:

SERVICE PROVIDER AGREEMENT RENEWAL

The undersigned parties to that certain Service Provider Agreement entered into between the TOWN OF FORT MYERS BEACH and **CrowderGulf Joint Venture, Inc.** dated April 24, 2018 hereby agree to renew the Agreement on the same terms and conditions for a period of one year, commencing on April 24th, 2022 and expiring on April 23, 2023, with the addition of a 7.0 percent price increase (adjusted pricing attached as Exhibit B) to reflect the current consumer price index (CPI) as stated in Section 7, D. of the original RFP-17-29-AD solicitation document. 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 Agreement Renewal on the dates set forth below.

TOWN OF FORT MYERS BEACH

CROWDERGULF JOINT VENTURE, INC.

By: _____
Roger T. Hernstadt, Town Manager

By: Ashley Ramsey-Nails
Title: President

DATE: _____

DATE: January 26, 2022

ATTEST:

Amy Baker, Town Clerk

APPROVED AS TO LEGAL FORM:

By: _____
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 **CrowderGulf Joint Venture, Inc.** dated April 24, 2018 hereby agree to renew the Agreement on the same terms and conditions for a period of one year, commencing on April 24th, 2022 and expiring on April 23, 2023, with the addition of a 7.0 percent price increase (adjusted pricing attached as Exhibit B) to reflect the current consumer price index (CPI) as stated in Section 7, D. of the original RFP-17-29-AD solicitation document. 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 Agreement Renewal on the dates set forth below.

TOWN OF FORT MYERS BEACH

CROWDERGULF JOINT VENTURE, INC.

By: _____
Roger T. Hernstadt, Town Manager

By: _____

Title: _____

DATE: _____

DATE: _____

ATTEST:

Amy Baker, Town Clerk

APPROVED AS TO LEGAL FORM:

By: _____
Town Attorney

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is entered into on this 24th day of April, 2018, by and between the Town of Fort Myers Beach, 2523 Estero Boulevard, Fort Myers Beach, FL 33931, a chartered municipality of the State of Florida (hereafter "Town"), and CrowderGulf Joint Venture, Inc. with an address of 5435 Business Parkway, Theodore, Alabama 36582 (hereafter "Provider").

NOW, THEREFORE, in consideration of the mutual covenants and promises contained

1. Scope of Services. Provider will perform all services and work necessary as set forth in "Scope of Services" attached as Exhibit "A". Provider warrants and represents that it is qualified, willing and able to provide and perform all services in accordance with the terms of this Agreement. The parties have the ability to modify the Scope of Services by mutual written agreement, except that the Town has the unilateral right to exclude specified services hereunder for any reason upon prior written notice to Provider and Provider will not be entitled to compensation for such excluded services unless those services have already been performed by Provider.
2. Term. The term of this Agreement is 2 years commencing on April 24th, 2018 and terminating on April 23rd, 2020, with up to three (3) additional terms of twelve (12) months each on the same terms and conditions.
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.

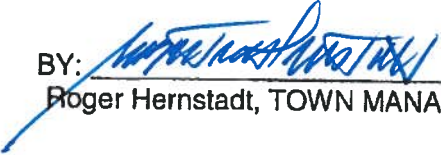
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT (239) 765-0202, MICHELLE@FORTMYERSBEACHFL.GOV , 2525 ESTERO BOULEVARD, FORT MYERS BEACH,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

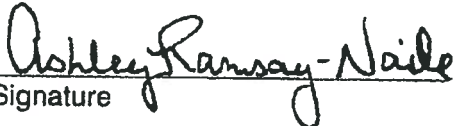
TOWN OF FORT MYERS BEACH 

ATTEST:

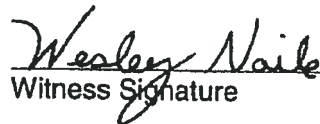
20 BY: 
Roger Hernstadt, TOWN MANAGER

BY: 
Michelle Mayher, TOWN CLERK

PROVIDER: _____

BY: 
Signature

Ashley Ramsay-Naile
Printed name of person signing


Witness Signature

Wesley Naile
Printed name of witness

Sr. Vice President/COO
Title (printed)

EXHIBIT "A"

TO THE SERVICE PROVIDER CONTRACT DATED THIS 24th DAY OF April, 2018
BETWEEN THE TOWN AND CrowderGulf Joint Venture, Inc. PROVIDER.

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

(Description of Scope)

(Cost of Service)

CrowderGulf Joint Venture, Inc. shall provide any and all services to facilitate town recovery in the event of a federally declared disaster. Typical services shall include but are not limited to clearing and removing any and all "eligible" debris in accordance with FEMA and FHWA guidelines, primarily from public rights- of-way on Town streets and roads. Only eligible debris will be paid for under this contract. Work will include the following:

- Examine debris to determine whether or not debris is eligible, burnable or non-burnable;
- Load the debris;
- Haul the debris to approved staging area, dumpsite or landfill;
- Process debris including sorting, grinding, mulching or burning;
- Establish and operate temporary debris staging and processing sites;
- Provide project management services;
- Haul and dispose of reduced debris to permitted disposal site;
- Respond and repair damages resulting from Contractor's work;
- Keep accurate records and provide copies to Town if requested;
- Assist Town of Fort Myers Beach in FEMA and FHWA reporting and reimbursement efforts.

All work will be done in accordance with the latest FEMA and FHWA requirements.

Prices per attached fees.

EXHIBIT "B"

TO THE SERVICE PROVIDER CONTRACT DATED THIS 24th DAY OF April, 2018
BETWEEN THE TOWN AND CrowderGulf Joint Venture, Inc. 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:

EXHIBIT "C"

INSURANCE

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.)

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>	<u>Est. Qty</u>
	Unit Price for Vegetative Debris Collection and Transportation to debris staging area provided by the Town (within Town limits). CY _____ 100,000		\$8.40	\$840,000.00
	Unit Price for Vegetative Debris Collection and Transportation to debris staging area provided by the Contractor outside of Town limits (<i>if viable space for TDSR is not available within Town limits</i>). CY _____		\$9.40	\$9.40
	Unit Price for Mixed Debris Collection and Transportation to Lee County Landfill. Costs associated with landfill disposal fees (tipping fees) will be billed by Lee Landfill directly to the Town. CY _____ 2,000		\$9.75	\$19,500.00
	Unit Price for Construction and Demolition (C&D) Collection and Transportation to Lee County Landfill. Costs associated with landfill disposal fees (tipping fees) will be billed by Lee County Landfill directly to the Town. CY _____ 2,000		\$9.75	\$19,500.00
	Unit Price for Mixed Debris Collection and Transportation to staging area for transport to Lee County Landfill CY _____ 2,000		\$8.40	\$16,800.00
	Unit Price for Construction and Demolition (C&D) Debris Collection and Transportation to staging area for transport to Lee County Landfill. CY _____ 2,000		\$8.40	\$16,800.00
	Unit Price for Transport of Mixed Debris from staging area to Lee County Landfill. Costs associated with landfill disposal fees (tipping fees) will be pass-through cost with the Contractor invoicing the Town at actual cost without any additional fees. CY _____ 2,000		\$5.20	\$10,400.00
	Unit Price for Transport of Construction and Demolition (C&D) Debris from staging area to Lee County Landfill. Costs associated with landfill disposal fees (tipping fees) will be pass-through cost with the Contractor invoicing the Town at actual cost without any additional fees. CY _____ 2,000		\$5.20	\$10,400.00
	Unit Price for recovery and recycling of E-Waste such as televisions, computers, computer monitors, tablets, microwaves, etc. Items shall be disposed at a permitted E-Waste recycling facility.		\$40.00	\$40.00

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>	<u>Est. Qty</u>
	Unit Price for Vegetative Waste Consolidation (grinding & chipping) at Town's or Contractor's site(s).			\$370,000.00
		CY	\$3.70	100,000
	Unit Price for Hauling Mulch from Town's or Contractor's site(s) to a State approved disposal site provided by Contractor. CY		\$4.20	\$105,000.00
	25,000 *NOTE 1			
	Unit Price for using mulch as a soil amendment and blending into the soil at the debris site in compliance with FDEP requirements if FDEP permit is obtained.			
		CY	\$2.75	\$2.75
	Unit Price for Providing Air Curtain and Burning Vegetative Debris at Town's or Contractor's site(s). Burning will not be allowed inside the Town limits.			
		CY	\$2.45	\$2.45
	Unit Price for Cutting Down, Removing and Disposing of Hanging Limbs 2" Diameter or larger in rights-of-way. Price per Tree			
		EA	\$90.00	\$9,000.00
				100
15.	Unit Price for Excavation, Removal and Disposal of Stumps in rights-of-way. Stumps must be 24" in diameter or larger measured 2 feet above the ground and the rootball must be 50% uprooted. Stumps less than 24" in diameter or placed in the right-of-way and not requiring excavation shall be considered vegetative debris. Includes filling remaining hole with clean soil to match the surrounding ground. See Stump Conversion Table.			
a.	24" to 48" Diameter	EA	\$275.00	\$13,750.00
b.	48" Diameter and Larger	EA	\$400.00	50
				25
				\$10,000.00
16.	Unit Price to remove hazardous trees (leaners) from the right-of-way including transporting to staging area. Trees must be minimum 6" diameter measured 4.5' from the ground.			
a.	6" -11.99" diameter	EA	\$60.00	10 \$ 600.00
b.	12" - 23.99" diameter	EA	\$150.00	10 \$1,500.00
c.	24" - 47.99" diameter	EA	\$300.00	5 \$1,500.00
d.	48" diameter and greater	EA	\$350.00	5 \$1,750.00

*NOTE 1: This rate is for 0-30 Miles for mileage over 30 please add \$0.12 / Cubic Yard / Mile.

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>	<u>Est. Qty</u>
17.	Hazardous Waste Removal, Transport and Disposal	LB	\$4.00	\$800.00 200
18.	Bio-Hazardous Waste Removal, Transport and Disposal	LB	\$5.00	\$1,000.00 200
19.	Dead Animal Collection, Transport and Disposal	LB	\$0.50	\$100.00 200
20.	White Goods Collection, Transport and Disposal	EA	\$50.00	\$500.00 10
a.	Freon management and Disposal	UNIT	\$40.00	5 \$200.00
See Equipment and Labor Rates Schedule (70 hours per FEMA regulations)				
22.	Demolition of Structures (Debris will be hauled and disposed under item 1-8) including termination/capping of all utilities, removal of white goods, household hazardous waste, small gas, etc.	SF	\$2.50	\$50,000.00 20,000
a.	Regulated Asbestos-Containing Materials abatement if required.	LB	\$5.00	\$2,500.00 500
23.	Per the contract specifications, collect and remove beach sand from public land and rights-of-ways. Haul to temporary storage site and clean/sift all debris from the sand to provide a material acceptable to return to the beach. (Debris will be hauled and disposed under item 1-8)			\$67,500.00
a.	Deliver the clean sand to the beach. Place and grade to restore the beach to its historical profile as directed by the Town.	CY	\$13.50	5,000
b.	Restoration of sodded/landscape right-of-way areas as a result of beach sand removal per the contract specifications.	CY	\$4.00	\$16,000.00 4,000
		SY	\$1.95	\$4,875.00 2,500
24.	Remove medium to large debris from the beach as described in the contract specifications. Cost of debris disposal will be included in the unit price per acre.	CY	\$18.00	\$9,000.00 500
25.	Remove and sift small debris from the beach as described in the contract specifications. Cost of debris disposal will be included in the unit price per acre.	CY	\$22.00	\$5,500.00 250

Item
No.

Description

***Units**

Unit Price

Est. Qty

26. Boat Removal - Contractor shall collect, transport, stage, and dispose of abandoned boats in accordance with state and federal requirements.

EA \$2,500.00 \$2,500.00

27. Vehicle Removal - Contractor shall collect, transport, stage, and dispose of abandoned vehicles in accordance with state and federal requirements.

EA \$240.00 \$240.00

Mixed Debris is primarily vegetation with building debris such as roofing, siding, insulation, drywall, signage and other light construction debris.

Construction and Demolition (C&D) Debris includes but is not limited to building debris such as roofing, siding, insulation, drywall, signage, plywood, lumber fencing and other miscellaneous construction debris.

Biohazardous Waste means any solid or liquid waste which may present a threat of infection to humans. Items such as may be found as a result of damage to a veterinary or medical office. The term includes but is not limited to:

- Non-liquid human tissue and body parts; autopsy waste;
- Laboratory and veterinary waste which contains human disease-causing agents;
- Used disposable sharps and contaminated equipment;
- Human blood, human blood products and body fluids;
- Human Pathogens;
- Animal Cell Cultures;
- Infected or potentially infected animals and/or excised tissue;
- Infected or potentially infected human tissue, secretions or blood.

Hazardous Waste is waste or combination of wastes of a solid, liquid, contained gaseous or semisolid form which, because of its quantity, concentration, or physical, chemical, or infectious characteristics may:

- Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or
- Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Also includes material and products from institutional, commercial, recreational, industrial and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency (EPA):

1) Toxic, 2) Flammable, 3) Corrosive; and/or 4) Reactive. Such wastes may include, but are not limited to, those that are persistent in nature, assimilated, or concentrated in tissue or which generate pressure through decomposition, heat, or other means. The term does not include solid or dissolved materials in domestic sewage or solid dissolved materials in irrigation return flows, or industrial discharges, which are point sources subject to state or federal permits.

Household Hazardous Waste (HHW) includes used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive and/or 4) Reactive. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders.

STUMP CONVERSION TABLE DIAMETER TO VOLUME CAPACITY

The qualification of the cubic yards of debris for each size of stump is the following table was derived from FEMA field studies conducted throughout different states during the debris removal operations following Hurricane Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards.

$$[\text{Stump Diameter}^2 \times 0.7854] \times \text{Stump Length} + [(\text{Root ball Diameter}^2 \times 0.7854) \times \text{Root ball Height}] 46656$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert inches to Cubic Yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3:6
- Root ball height of 31"

Stump Diameter (inches)	Cubic Yards
6	0.3
7	0.4
8	0.5
9	0.6
10	0.7
11	0.9
12	1
13	1.2
14	1.4
15	1.6
16	1.8
17	2.1
18	2.3
19	2.6
20	2.9
21	3.2
22	3.5
23	3.8
24	4.1
25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	1.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5
46	15.2

Stump Diameter (inches)	Cubic Yards
47	15.8
48	16.5
49	17.2
50	17.9
51	18.6
52	19.4
53	20.1
54	20.9
55	21.7
56	22.5
57	23.3
58	24.1
59	24.9
60	25.8
61	26.7
62	27.6
63	28.4
64	29.4
65	30.3
66	31.2
67	32.2
68	33.1
69	34.1
70	35.1
71	36.1
72	37.2
73	38.2
74	39.2
75	40.3
76	41.4
77	42.5
78	43.6
79	44.7
80	45.9
81	47
82	48.2
83	49.4
84	50.6

EQUIPMENT RATES

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	\$132.00
JD 644 Wheel Loader with debris grapple	Hour	\$144.00
Extend boom Forklift with debris grapple	Hour	\$114.00
753 Bobcat Skid Steer Loader with debris grapple	Hour	\$ 72.00
753 Bobcat Skid Steer Loader with bucket	Hour	\$ 60.00
753 Bobcat Skid Steer Loader with street Sweeper	Hour	\$ 72.00
30-50 HP Farm Tractor with box blade or rake	Hour	\$ 54.00
2-2 ½ Cu.Yd. Articulated Loader with bucket	Hour	\$108.00
3-4 Cu.Yd. Articulated Loader with bucket	Hour	\$132.00
JD 648E Log Skidder or equivalent	Hour	\$120.00
CAT D4 Dozer	Hour	\$ 84.00
CAT D6 Dozer	Hour	\$150.00
CAT D8 Dozer	Hour	\$204.00
CAT 125 – 140 HP Motor Grader	Hour	\$114.00
JD 690 Trackhoe with debris grapple	Hour	\$144.00
JD 690 Trackhoe with bucket & thumb	Hour	\$126.00
Rubber Tired Trackhoe with debris grapple	Hour	\$144.00
JD 310 Rubber Tired Backhoe with bucket and hoe	Hour	\$ 78.00
Rubber Tired Excavator with debris grapple	Hour	\$144.00
210 Prentiss Knuckleboom with debris grapple	Hour	\$132.00
Self-Loader Scraper Cat 623 or equivalent	Hour	\$234.00
Hand Fed Debris Chipper	Hour	\$ 42.00
300 – 400 Tub Grinder	Hour	\$420.00
800 – 1,000 HP Diamond Z Tub Grinder	Hour	\$600.00
30 Ton Crane	Hour	\$180.00
50 Tone Crane	Hour	\$204.00
100 Ton Crane (8 hour minimum)	Hour	\$300.00
40-60' Bucket Truck	Hour	\$150.00
Service Truck	Hour	\$ 72.00
Water Truck	Hour	\$ 84.00
Portable Light Plant	Hour	\$ 23.00
Equipment Transports	Hour	\$108.00
Pickup Truck, Unmanned	Hour	\$ 17.00
Self-loading Dump Truck with Knuckleboom and debris grapple	Hour	\$158.00
Single Axle Dump Truck, 5 – 12 Cu.Yd.	Hour	\$ 54.00
Tandem Dump Truck, 16 - 20 Cu.Yd.	Hour	\$ 76.00
Trailer Dump, 24 – 40 Cu.Yd.	Hour	\$ 86.00
Trailer Dump Truck, 61 – 80 Cu.Yd.	Hour	\$108.00
Power Screen	Hour	\$132.00
Stacking Conveyor	Hour	\$ 42.00
Off Road Trucks	Hour	\$180.00

LABOR AND MATERIAL RATES

Personnel Description	Unit	Unit Price
Operations Manager	Hour	\$ 72.00
Superintendent with truck, phone & radio	Hour	\$ 65.00
Foreman with truck, phone & radio	Hour	\$ 58.00
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	\$ 60.00
Inspector with vehicle, phone & radio	Hour	\$ 38.00
Climber with gear	Hour	\$120.00
Saw Hand with chainsaw	Hour	\$ 38.00
Laborers & Flagmen	Hour	\$ 33.00
Public Assistance Manager	Hour	\$150.00
Documentation Clerk	Hour	\$ 40.00
Timekeeper	Hour	\$ 42.00
HazMat Professional	Hour	\$216.00
Household HazMat Inspection & Removal Crew	Hour	\$130.00
Generators from 10 KW to 300 KW 10 kW		\$ 30.00
Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	CY	\$46.00

Notes:

1. The Equipment, labor and material rates shown above are for tasks requested by the **Town/County/Town** which are not covered in the rates (per cubic yard) for normal debris removal and reduction.
2. Pricing includes operator, fuel, and maintenance.
3. The listed equipment should cover all possible equipment needs following disaster.

CrowderGulf

Disaster Recovery and Debris Management

5629 Commerce Boulevard E
Mobile, Alabama 36619

Office: (800) 992-6207
Fax: (251) 459-7433

January 18, 2022

Mr. Roger Hernstadt
Town Manager
Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers Beach, FL 33931

via email: Roger@fmbgov.com

Re: Contract Renewal for Disaster Recovery Services

Dear Mr. Hernstadt:

CrowderGulf has been providing the Town of Fort Myers Beach Disaster Recovery Services per the agreement that was executed on April 24, 2018. The term of the agreement is through April 23, 2020 with up to three (3) additional terms of twelve (12) months each on the same terms and conditions.

According to the RFP, section 7, D, price adjustments will be made on an annual basis after the first 24 month term based on the consumer price index (CPI). At the renewal of the contract term and on each renewal date thereafter, the unit contract prices shall be adjusted to reflect the increase or decrease in the CPI for the immediately preceding twelve (12) month period. Over the last twelve (12) months, according to the U.S. Bureau of Labor Statistics, the Consumer Price Index rose 7.0 percent. At this time CrowderGulf is requesting a price increase of 7.0 percent.

If the Town of Fort Myers Beach is in agreement to renew the contract please sign the renewal acceptance below and return to CrowderGulf. Upon execution of this acknowledgement the contract will continue with the updated pricing sheet (attached) until its new expiration date of April 23, 2023.

We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event the Town of Fort Myers Beach requests our services. If you have any questions or if we can be of any further assistance please do not hesitate to contact me at our Disaster Administration Office (DAO) 800-992-6207 or by e-mail jramsay@crowdergulf.com.

Best regards,


Ashley Ramsay-Naile
President

RENEWAL ACCEPTANCE – Town of Fort Myers Beach, FL

Signature

Name/Title

Date

CrowderGulf CPI Pricing (7.0%) 2022-2023

**TOWN OF FORT MYERS BEACH PROPOSAL SCHEDULE
PROPOSAL NO. DEBRIS REMOVAL**

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>	<u>Est. Qty</u>
	Unit Price for Vegetative Debris Collection and Transportation to debris staging area provided by the Town (within Town limits). CY_____100,000		\$9.12	\$912,000.00
	Unit Price for Vegetative Debris Collection and Transportation to debris staging area provided by the Contractor outside of Town limits (<i>if viable space for TDSR is not available within Town limits</i>). CY _____		\$10.20	\$10.20
	Unit Price for Mixed Debris Collection and Transportation to Lee County Landfill. Costs associated with landfill disposal fees (tipping fees) will be billed by Lee Landfill directly to the Town. CY_____2,000		\$10.58	\$21,160.00
	Unit Price for Construction and Demolition (C&D) Collection and Transportation to Lee County Landfill. Costs associated with landfill disposal fees (tipping fees) will be billed by Lee County Landfill directly to the Town. CY_____2,000		\$10.58	\$21,160.00
	Unit Price for Mixed Debris Collection and Transportation to staging area for transport to Lee County Landfill CY_____2,000		\$9.12	\$18,240.00
	Unit Price for Construction and Demolition (C&D) Debris Collection and Transportation to staging area for transport to Lee County Landfill. CY _____2,000		\$9.12	\$18,240.00
	Unit Price for Transport of Mixed Debris from staging area to Lee County Landfill. Costs associated with landfill disposal fees (tipping fees) will be pass-through cost with the Contractor invoicing the Town at actual cost without any additional fees. CY _____2,000		\$5.64	\$11,280.00
	Unit Price for Transport of Construction and Demolition (C&D) Debris from staging area to Lee County Landfill. Costs associated with landfill disposal fees (tipping fees) will be pass-through cost with the Contractor invoicing the Town at actual cost without any additional fees. CY _____2,000		\$5.64	\$11,280.00
	Unit Price for recovery and recycling of E-Waste such as televisions, computers, computer monitors, tablets, microwaves, etc. Items shall be disposed at a permitted E-Waste recycling facility.		\$43.40	\$43.40

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>	<u>Est. Qty</u>
	Unit Price for Vegetative Waste Consolidation (grinding & chipping) at Town's or Contractor's site(s).	CY	\$4.01	\$401,000.00 100,000
	Unit Price for Hauling Mulch from Town's or Contractor's site(s) to a State approved disposal site provided by Contractor. CY		\$4.56	\$114,000.00
	_____ 25,000 *NOTE 1			
	Unit Price for using mulch as a soil amendment and blending into the soil at the debris site in compliance with FDEP requirements if FDEP permit is obtained.	CY	\$2.99	\$2.99
	Unit Price for Providing Air Curtain and Burning Vegetative Debris at Town's or Contractor's site(s). Burning will not be allowed inside the Town limits.	CY	\$2.65	\$2.65
	Unit Price for Cutting Down, Removing and Disposing of Hanging Limbs 2" Diameter or larger in rights-of-way. Price per Tree	EA	\$97.65	\$9,765.00 100
15.	Unit Price for Excavation, Removal and Disposal of Stumps in rights-of-way. Stumps must be 24" in diameter or larger measured 2 feet above the ground and the rootball must be 50% uprooted. Stumps less than 24" in diameter or placed in the right-of-way and not requiring excavation shall be considered vegetative debris. Includes filling remaining hole with clean soil to match the surrounding ground. See Stump Conversion Table.			\$14,918.50
a.	24" to 48" Diameter	EA	\$298.37	50
b.	48" Diameter and Larger	EA	\$433.99	25
				\$10,849.75
16.	Unit Price to remove hazardous trees (leaners) from the right-of-way including transporting to staging area. Trees must be minimum 6" diameter measured 4.5' from the ground.			
a.	6" -11.99" diameter	EA	\$65.10	10 \$ 651.00
b.	12" - 23.99" diameter	EA	\$162.75	10 \$1,627.50
c.	24" - 47.99" diameter	EA	\$325.49	5 \$1,627.45
d.	48" diameter and greater	EA	\$379.74	5 \$1,898.70

*NOTE 1: This rate is for 0-30 Miles for mileage over 30 please add \$0.13 / Cubic Yard / Mile.

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>	<u>Est. Qty</u>
17.	Hazardous Waste Removal, Transport and Disposal	LB	\$4.34	\$868.00 200
18.	Bio-Hazardous Waste Removal, Transport and Disposal	LB	\$5.42	\$1,084.00 200
19.	Dead Animal Collection, Transport and Disposal	LB	\$0.55	\$110.00 200
20.	White Goods Collection, Transport and Disposal	EA	\$54.25	\$542.50 10
a.	Freon management and Disposal	UNIT	\$43.40	5 \$217.00
See Equipment and Labor Rates Attachment (70 hours per FEMA regulations)				
22.	Demolition of Structures (Debris will be hauled and disposed under item 1-8) including termination/capping of all utilities, removal of white goods, household hazardous waste, small gas line equipment, etc.	SF	\$2.72	\$54,400.00 20,000
a.	Regulated Asbestos-Containing Materials abatement if required.	LB	\$5.42	\$2,710.00 500
23.	Per the contract specifications, collect and remove beach sand from public land and rights-of-ways. Haul to temporary storage site and clean/sift all debris from the sand to provide a material acceptable to return to the beach. (Debris will be hauled and disposed under item 1-8)			\$73,250.00
a.	Deliver the clean sand to the beach. Place and grade to restore the beach to its historical profile as directed by the Town.	CY	\$14.65	5,000
b.	Restoration of sodded/landscape right-of-way areas as a result of beach sand removal per the contract specifications.	CY	\$4.34	\$17,360.00 4,000
		SY	\$2.12	2,500
				\$5,300.00
24.	Remove medium to large debris from the beach as described in the contract specifications. Cost of debris disposal will be included in the unit price per acre.	CY	\$19.53	500
				\$9,765.00
25.	Remove and sift small debris from the beach as described in the contract specifications. Cost of debris disposal will be included in the unit price per acre.	CY	\$23.87	250
				\$5,967.50

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>	<u>Est. Qty</u>
26.	Boat Removal - Contractor shall collect, transport, stage, and dispose of abandoned boats in accordance with state and federal requirements.	EA	<u>\$2,712.45</u>	\$2,712.45
27.	Vehicle Removal - Contractor shall collect, transport, stage, and dispose of abandoned vehicles in accordance with state and federal requirements.	EA	<u>\$260.40</u>	\$260.40

Mixed Debris is primarily vegetation with building debris such as roofing, siding, insulation, drywall, signage and other light construction debris.

Construction and Demolition (C&D) Debris includes but is not limited to building debris such as roofing, siding, insulation, drywall, signage, plywood, lumber fencing and other miscellaneous construction debris.

Biohazardous Waste means any solid or liquid waste which may present a threat of infection to humans. Items such as may be found as a result of damage to a veterinary or medical office. The term includes but is not limited to:

- Non-liquid human tissue and body parts; autopsy waste;
- Laboratory and veterinary waste which contains human disease-causing agents;
- Used disposable sharps and contaminated equipment;
- Human blood, human blood products and body fluids;
- Human Pathogens;
- Animal Cell Cultures;
- Infected or potentially infected animals and/or excised tissue;
- Infected or potentially infected human tissue, secretions or blood.

Hazardous Waste is waste or combination of wastes of a solid, liquid, contained gaseous or semisolid form which, because of its quantity, concentration, or physical, chemical, or infectious characteristics may:

- Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or
- Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Also includes material and products from institutional, commercial, recreational, industrial and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency (EPA):

1) Toxic, 2) Flammable, 3) Corrosive; and/or 4) Reactive. Such wastes may include, but are not limited to, those that are persistent in nature, assimilated, or concentrated in tissue or which generate pressure through decomposition, heat, or other means. The term does not include solid or dissolved materials in domestic sewage or solid dissolved materials in irrigation return flows, or industrial discharges, which are point sources subject to state or federal permits.

Household Hazardous Waste (HHW) includes used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive and/or 4) Reactive. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders.

EXHIBIT A

STUMP CONVERSION TABLE DIAMETER TO VOLUME CAPACITY

The qualification of the cubic yards of debris for each size of stump is the following table was derived from FEMA field studies conducted throughout different states during the debris removal operations following Hurricane Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards.

$$[\text{Stump Diameter}^2 \times 0.7854] \times \text{Stump Length} + [(\text{Root ball Diameter}^2 \times 0.7854) \times \text{Root ball Height}] 46656$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert inches to Cubic Yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3:6
- Root ball height of 31"

Stump Diameter (inches)	Cubic Yards
6	0.3
7	0.4
8	0.5
9	0.6
10	0.7
11	0.9
12	1
13	1.2
14	1.4
15	1.6
16	1.8
17	2.1
18	2.3
19	2.6
20	2.9
21	3.2
22	3.5
23	3.8
24	4.1
25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	1.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5
46	15.2

Stump Diameter (inches)	Cubic Yards
47	15.8
48	16.5
49	17.2
50	17.9
51	18.6
52	19.4
53	20.1
54	20.9
55	21.7
56	22.5
57	23.3
58	24.1
59	24.9
60	25.8
61	26.7
62	27.6
63	28.4
64	29.4
65	30.3
66	31.2
67	32.2
68	33.1
69	34.1
70	35.1
71	36.1
72	37.2
73	38.2
74	39.2
75	40.3
76	41.4
77	42.5
78	43.6
79	44.7
80	45.9
81	47
82	48.2
83	49.4
84	50.6

CrowderGulf CPI Pricing (7.0%) 2022-2023
EXHIBIT B - FEE SCHEDULE
EQUIPMENT RATES

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	\$143.22
JD 644 Wheel Loader with debris grapple	Hour	\$156.24
Extend boom Forklift with debris grapple	Hour	\$123.69
753 Bobcat Skid Steer Loader with debris grapple	Hour	\$ 78.12
753 Bobcat Skid Steer Loader with bucket	Hour	\$ 65.10
753 Bobcat Skid Steer Loader with street Sweeper	Hour	\$ 78.12
30-50 HP Farm Tractor with box blade or rake	Hour	\$ 58.59
2-2 ½ Cu.Yd. Articulated Loader with bucket	Hour	\$117.18
3-4 Cu.Yd. Articulated Loader with bucket	Hour	\$143.22
JD 648E Log Skidder or equivalent	Hour	\$130.20
CAT D4 Dozer	Hour	\$ 91.14
CAT D6 Dozer	Hour	\$162.75
CAT D8 Dozer	Hour	\$221.34
CAT 125 – 140 HP Motor Grader	Hour	\$123.69
JD 690 Trackhoe with debris grapple	Hour	\$156.24
JD 690 Trackhoe with bucket & thumb	Hour	\$136.70
Rubber Tired Trackhoe with debris grapple	Hour	\$156.24
JD 310 Rubber Tired Backhoe with bucket and hoe	Hour	\$ 84.64
Rubber Tired Excavator with debris grapple	Hour	\$156.24
210 Prentiss Knuckleboom with debris grapple	Hour	\$143.22
Self-Loader Scraper Cat 623 or equivalent	Hour	\$253.89
Hand Fed Debris Chipper	Hour	\$ 45.57
300 – 400 Tub Grinder	Hour	\$455.69
800 – 1,000 HP Diamond Z Tub Grinder	Hour	\$650.99
30 Ton Crane	Hour	\$195.30
50 Tone Crane	Hour	\$221.34
100 Ton Crane (8 hour minimum)	Hour	\$325.49
40-60' Bucket Truck	Hour	\$162.75
Service Truck	Hour	\$ 78.12
Water Truck	Hour	\$ 91.14
Portable Light Plant	Hour	\$ 24.95
Equipment Transports	Hour	\$117.18
Pickup Truck, Unmanned	Hour	\$ 18.45
Self-loading Dump Truck with Knuckleboom and debris grapple	Hour	\$171.42
Single Axle Dump Truck, 5 – 12 Cu.Yd.	Hour	\$ 58.59
Tandem Dump Truck, 16 - 20 Cu.Yd.	Hour	\$ 82.45
Trailer Dump, 24 – 40 Cu.Yd.	Hour	\$ 93.30
Trailer Dump Truck, 61 – 80 Cu.Yd.	Hour	\$117.18
Power Screen	Hour	\$143.22
Stacking Conveyor	Hour	\$ 45.57
Off Road Trucks	Hour	\$195.30

LABOR AND MATERIAL RATES

Personnel Description	Unit	Unit Price
Operations Manager	Hour	\$ 78.12
Superintendent with truck, phone & radio	Hour	\$ 70.52
Foreman with truck, phone & radio	Hour	\$ 62.93
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	\$ 65.10
Inspector with vehicle, phone & radio	Hour	\$ 41.23
Climber with gear	Hour	\$130.20
Saw Hand with chainsaw	Hour	\$ 41.23
Laborers & Flagmen	Hour	\$ 35.80
Public Assistance Manager	Hour	\$162.75
Documentation Clerk	Hour	\$ 43.40
Timekeeper	Hour	\$ 45.57
HazMat Professional	Hour	\$234.35
Household HazMat Inspection & Removal Crew	Hour	\$141.05
Generators from 10 KW to 300 KW 10 KW		\$ 32.55
Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	CY	\$49.90

Notes:

1. The Equipment, labor and material rates shown above are for tasks requested by the **Town/County/Town** which are not covered in the rates (per cubic yard) for normal debris removal and reduction.
2. Pricing includes operator, fuel, and maintenance.
3. The listed equipment should cover all possible equipment needs following disaster.

PROPOSER INFORMATION:

Proposer Name: CrowderGulf Joint Venture, Inc.

Address: 5629 Commerce Boulevard East

Town, State, and Zip Code: Mobile, AL 36619

Printed Name and Title: Ashley Ramsay-Naile, President

Signed: _____

Payment Terms: Net 30 days

Phone: 800.992.6207 FAX: 251.459.7433 E-Mail: jramsay@crowdergulf.com

Furnish all equipment, labor, supervision, materials, transportation and services for Debris Removal per the specifications provided.

Seven Thousand Three Hundred Eight Dollars and Forty-Seven Cents

Written Amount

\$7,308.47

Numeric Amount

TIME OF COMPLETION

Total number of calendar days from and including Commencement Date through Completion. Date required to complete the Work in accordance with the Contract Documents. Number of days TBD. The Time of Completion, however, shall not exceed TBD calendar days.

Firm Name CrowderGulf Joint Venture, Inc.

Address: 5629 Commerce Boulevard East Town

& State Mobile, AL 36619 Telephone: 800.992.6207 Fax: 251.459.7433 E-

Mail: jramsay@crowdergulf.com Terms: Net 30 days

Name, Typed or Printed: Ashley Ramsay-Naile, President Signature:

Title:

1. Requested Motion:

Meeting Date: February 7, 2022

Approve and authorize the Town Manager to execute renewal #3 (of 3) to the Thompson Consulting Agreement for Disaster Debris Monitoring Services.

Why the action is necessary:

Continues a debris monitoring contractor for post-disaster recovery.

What the action accomplishes:

Provides the Town with a contractor to perform post-disaster debris monitoring services as required by FEMA.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

Other

4. Submitter of Information:

Chelsea O'Riley, Public Works
Director

5. Background:

The Town published a Request for Proposals (RFP) for Disaster Debris Monitoring (RFP-18-29-PW) on May 31, 2018 with all submissions due by 2:00 p.m., July 16, 2018.

We received proposals from four firms: Disaster Program & Operations, Inc., Rostan Solutions, LLC., Thompson Consulting Services, and Witt O'Brien's. A Selection Advisory Committee, consisting of the Cultural Resources Director, Public Works Manager and Parks and Recreation Director, voted and recommended to the Town Manager to negotiate a contract with Thompson Consulting Services and alternate Rotan Solutions, LLC. for their services.

Town Council authorized execution of this agreement on March 1, 2021 with the option of one additional year renewal.

Attachments:

1. Thompson Consulting 1-Year Final Renewal SPA - Partially Executed

Financial Impact:

6. Alternative Action

Do not approve.

7. Management Recommendations:

To authorize and approve the Town Manager to execute the renewal contract documents.

8. Recommended Approval:

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

Created/Initiated - 1/26/2022
Approved - 1/26/2022
Approved - 2/1/2022
Approved - 2/2/2022
Final Approval - 2/2/2022

SERVICE PROVIDER AGREEMENT RENEWAL

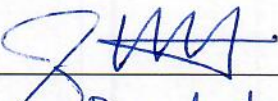
The undersigned parties to that certain Service Provider Agreement entered into between the TOWN OF FORT MYERS BEACH and **Thompson Consulting Services, LLC** dated March 1, 2021, hereby agree to renew the Agreement on the same terms and conditions for a period of one year, commencing on March 1st, 2022, and expiring on February 28th, 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

THOMPSON CONSULTING SERVICES, LLC

By: _____
Roger T. Hernstadt, Town Manager

By: 
Title: President

DATE: _____

DATE: January 21, 2022

ATTEST:

Amy Baker, Town Clerk

APPROVED AS TO LEGAL FORM:

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

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is entered into on this 1st day of MARCH 2021, by and between the Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931, a chartered municipality of the State of Florida (hereafter "Town"), and **Thompson Consulting Services, LLC** with an address of **1135 Townpark Avenue, Suite 2101, Lake Mary, Florida 32746** (hereafter "Provider").

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

1. **Scope of Services.** Provider will perform all services and work necessary as set forth in "Scope of Services" attached as Exhibit "A". Provider warrants and represents that it is qualified, willing and able to provide and perform all services in accordance with the terms of this Agreement. The parties have the ability to modify the Scope of Services by mutual written agreement, except that the Town has the unilateral right to exclude specified services hereunder for any reason upon prior written notice to Provider and Provider will not be entitled to compensation for such excluded services unless those services have already been performed by Provider.
2. **Term.** The term of this Agreement is 12 months commencing on MARCH 1, 2021 and terminating on MARCH 1, 2022, with the option of one additional one-year renewal in accordance with the RFP solicitation.
3. **Payment Obligation.** The Town will pay for all requested and authorized services rendered hereunder by the Provider and completed in accordance with this Agreement, as set forth in attached Exhibit "B". The Provider's invoice statements must contain a breakdown of charges, description of services and work provided or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in this Agreement. In the event of a dispute as to the Town's payment obligation, the Town will pay the undisputed amount, if any, within 30 days of the date of the invoice.
4. **Provider's Obligations.** The Provider's obligations include, but are not limited to, the following:
 - a) **Licensure.** The Provider will maintain all licenses and certifications required by governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.
 - b) **Provision of Services.** The Provider will perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies that regulate or have jurisdiction over the services to be provided or performed by the Provider. All personnel assigned by Provider hereunder will be qualified to perform such duties. Provider will designate one person as the point of contact for the Town regarding its duties hereunder. Provider is solely responsible for all taxes incurred by Provider and will make all deductions required of employers by state, federal and local laws.

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

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

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

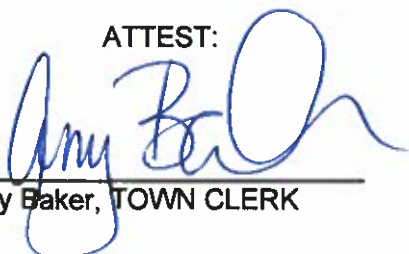
12. References to Town. All references to "the Town" or "the Town of Fort Myers Beach" are deemed to include its employees, agents, and authorized representatives.
13. Modification. Except as set forth in Paragraph 1 above, modifications to this Agreement will be valid only when made in writing and signed by both parties. In the event of a conflict between the requirements, provisions, or terms of this Agreement and any subsequent written modification hereto, the most recently executed document will take precedence.
14. 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.

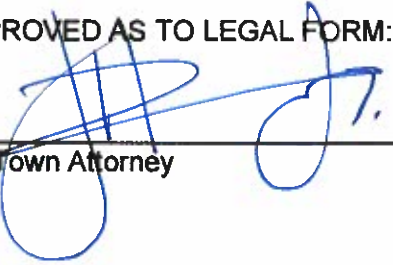
TOWN OF FORT MYERS BEACH ~~SA~~ CO

ATTEST:

BY: 
Roger T. Herrstadt, TOWN MANAGER

BY: 
Amy Baker, TOWN CLERK

APPROVED AS TO LEGAL FORM:

By: 
Town Attorney

PROVIDER: Thompson Consulting Services, LLC

BY: 
Signature


Witness Signature

Nate Counsell
Printed name of person signing

Kyle Hoyle
Printed name of witness

Executive Vice President
Title (printed)

EXHIBIT "A"

TO THE SERVICE PROVIDER CONTRACT DATED THIS 1st day of MARCH 2021
BETWEEN THE TOWN AND Thompson Consulting Services, LLC PROVIDER.

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

GENERAL SCOPE OF PROJECT

Services requested shall include but not be limited to providing debris monitors, debris monitoring services at debris management sites (DMS), oversight of Debris Collection Contractor(s) for contract compliance, verifying and interpreting regulatory agencies policies and the compilation and submittal of data and/or invoices to agencies for reimbursement. All debris monitoring activities are to be in compliance with approved FEMA policies and guidance procedures along with other federal and state grant program requirements and all local, State, and Federal regulations

All work under this RFP shall be performed in accordance with the rules and guidelines of the Federal Emergency Management Agency (FEMA) for federal reimbursements and with 2 CFR 200.317-326 and OMB Circular A-87 Revised, as applicable.

See Attachment "A", Section 5 for additional scope specifications

EXHIBIT "B"

TO THE SERVICE PROVIDER CONTRACT DATED THIS 1st DAY OF MARCH
2021 BETWEEN THE TOWN AND Thompson Consulting Services, LLC. PROVIDER.

PAYMENT OBLIGATION

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

See Attachment "A" - Consultant Proposal Response

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

EXHIBIT "C"

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

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

*The required minimum limit of liability shown in a and b may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. **The certificate holder shall read as follows:**

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

b. The “*Town of Fort Myers Beach, its agents, employees, and public officials*” will be named as an “Additional Insured” on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate “Indemnification” clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

End of Insurance

Electronic Copy



Town of Fort Myers Beach

Request for Proposal No. 18-26-PW

DISASTER DEBRIS MONITORING SERVICES

Due Date/Time: July 16, 2018 | 2:00 P.M.

thompson
CONSULTING SERVICES



July 16, 2018

Town of Fort Myers Beach
Office of the Contracts Manager
2525 Estero Boulevard
Fort Myers, Florida 33931

RE: Request for Proposal No. 18-26-PW for Disaster Debris Monitoring Services

Dear Members of the Selection Committee,

Thompson Consulting Service, LLC (Thompson) is pleased to submit the enclosed proposal to provide the Town of Fort Myers Beach, Florida (Town) with professional disaster debris removal monitoring services. Thompson is a full service emergency planning, response, disaster recovery and grant management consultancy. Our consultants have over 50 years of combined experience in supporting local and state agencies in response to tornadoes, hurricanes, floods, wildfires, earthquakes, ice storms, rock slides, oil spills and other natural disasters. Our approach to providing disaster response and recovery services maintains a primary focus on the efficient and effective utilization of resources while assisting our clients with navigating the funding channels of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) program as well as other post-disaster grant programs. *In addition, Thompson was activated by the Town in 2017 following Hurricane Irma to monitor, document, and substantiate reimbursement for the removal of vegetative debris throughout the Town.* We believe Thompson is best suited to continue to assist the Town with disaster debris monitoring services for the following reasons:

POST-DISASTER DEBRIS REMOVAL MANAGEMENT AND FEMA FUNDING EXPERIENCE: Thompson's experience with post-disaster debris removal monitoring and management services spans three decades and accounts for the administration of more than \$3 billion of debris removal funding on behalf of more than 200 local and state government agencies. Our staff's experience is unparalleled in the industry and provides assurance to the Town that we will stand by our work from project inception to regulatory closeout and audit.

QUALIFICATIONS OF OUR STAFF: Thompson's staff of consultants is amongst the most educated, qualified, and dynamic in the industry. All of Thompson's staff has extensive experience with disaster recovery programs including both small and large scale debris removal programs, many involving over 1,000,000 cubic yards. Our emergency response and disaster recovery experts have responded to some of the most devastating incidents to impact the United States in the last two decades. This experience means that the Town can rest assured that its disaster reimbursement is in the hands of the industries most qualified professionals.

AUTOMATED DEBRIS MANAGEMENT SYSTEM (ADMS): Thompson invests considerable resources in technologies to support more efficient debris removal monitoring. Thompson proposes using our ADMS solution, the Thompson Data Management Suite (TDMS) to electronically capture data in the field and ensure accurate and timely reporting to the Town. TDMS has been routinely deployed on FEMA

1135 Townpark Avenue, Suite 2101
Lake Mary, Florida 32746
407.792.0018 ph. / 407.878.7858 fax
www.thompsoncs.net

A THOMPSON HOLDINGS, INC. COMPANY

reimbursed projects and meets the process requirements for the U.S. Army Corps of Engineers (USACE) Advanced Contracting Initiative (ACI).

VERSATILITY OF OUR TEAM: While many firms can offer experience and personnel in certain aspects of the Town's needs, Thompson provides the Town with professional engineers and consultants that have experience with developing programs to address any of the following disaster recovery programs:

- Right-of-way (ROW) debris removal
- Right-of-way leaning tree and hanging limb removal (leaner/hanger)
- Parks, beaches and waterways cleanup
- Private property debris removal (PPDR)
- Right-of-entry (ROE) administration
- Demolition program management
- Vehicle/vessel recovery
- White goods removal and decommissioning

ABILITY TO QUICKLY RESPOND: Thompson Consulting Services' corporate office is in Lake Mary, Florida. We have staff and equipment available and will be able to deploy resources within 24 hours following a notice to proceed from the Town. We have a successful history of meeting, and often exceeding the response times required by our clients. Thompson is set-up to quickly adapt to the uncertain and changing needs of the Town following the impacts of a disaster debris generating incident.

LOCAL PREFERENCE FOR HIRING DEBRIS MONITORS: Following contract activation, Thompson will provide qualified Town and Lee County residents in need of work with the first opportunity to fill available temporary positions as debris monitors. Thompson will provide qualified residents with safety training, drug screening, and on the job training with experienced Thompson supervisors. This effort will help residents earn a competitive wage and participate in the Town's recovery effort with a meaningful contribution, ultimately turning FEMA funding over within the Town's local businesses.

COMMITMENT TO SAFETY AND QUALITY: Thompson is the only debris monitoring firm that performs drug screening and motor vehicle operating record reviews for temporary employees. This practice results in a team of monitors that is both safe and committed to quality. In addition, Thompson deploys a safety and quality assurance team to each of its projects to ensure that certain safety and quality standards are being upheld, regardless of the operating conditions and climate.

Thompson has the experience and resources necessary to be extremely responsive to the Town's needs in preparing for and responding to a disaster incident. We would be honored to continue to serve as the Town's debris monitoring and management services provider and stand prepared to exceed the service expectations that the Town has established.

Best regards,

THOMPSON CONSULTING SERVICES, LLC



Jon Hoyle, President

AUTHORIZED AGENTS:

Jon Hoyle, President
O: 407.792.0018 | C: 321.303.2543 | F: 407.878.7858
E-mail: jhoyle@thompsoncs.net

Nate Counsell, Vice President
O: 407.792.0018 | C: 407.619.2781 | F: 407.878.7858
E-mail: ncounsell@thompsoncs.net

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Town of Fort Myers Beach

Request for Proposal No. 18-26-PW
Disaster Debris Monitoring Services

SECTION

Cover Letter

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SECTION 1

EXPERIENCE

Firm Overview

Thompson Consulting Services is a full service emergency response, disaster recovery and grant management consultancy, organized as a subsidiary of Thompson Holdings, Inc. (Thompson) which also includes our sister companies Thompson Engineering and Watermark Design. What began as a small company doing basic soils and materials testing in Mobile, Alabama has since grown into a national corporation with thirteen branch offices throughout five states in the southeastern United States. Our ongoing success, strong growth, consistent project delivery and commitment to 100 percent client satisfaction can be traced back to 1953 when our founder, Vester J. Thompson, established the high standards that lay the foundation of our work ethic. These standards are still upheld today and summarized as follows:

- Excellence in workmanship
- Innovative solutions
- Timely, responsive service
- Cost effectiveness

With more than 325 personnel spanning the consulting, engineering and architecture disciplines, commitment to these standards ensures a universal threshold for project quality. Our staff has a vested interest in providing safe, quality driven, successful projects that are completed on time and within budget.

The corporate organizational chart below graphically depicts the relationship between the Thompson Family of Companies and provides a brief summary of each company's service offerings. Thompson Consulting Services will serve as the contracting entity for the services requested by the Town of Fort Myers Beach, Florida (Town).



Prior to the inception of Thompson Consulting Services in 2011, disaster debris monitoring and program management services have been provided by Thompson Engineering since 1979 following Hurricane Frederic. Since then our organization has supported various local, state, and federal entities, including the United States Army Corps of Engineers (USACE), throughout the Nation respond to and recover from a variety of natural disasters. *Thompson Consulting Services was founded to focus solely on disaster preparedness, response and recovery service offerings.*

Firm Data

Firm Name:	Thompson Consulting Services, LLC	
Address:	1135 Townpark Avenue, Suite 2101 Lake Mary, Florida 32746	
Telephone:	(407) 792-0018	
Fax:	(407) 878-7858	
Email:	info@thompsoncs.net	
Website:	www.thompsoncs.net	
Company / Ownership Type:	Limited Liability Company	
Year Established:	2011	
Former Name:	Thompson Engineering	
Year Est.:	1953	
Sate of Formation:	Delaware	
Federal ID No.:	45-2015453	
SAM No. / CAGE Code:	968677158 / 7NZ42	
E-Verify Company ID:	1111126	
Officers/Board of Managers:	Jon Hoyle, President Nate Counsell, Vice President James H. Shumock, C.P.A., BOM	John H. Baker, III, BOM Michael Manning, BOM

Qualifications and Experience

Our staff has monitored the federally reimbursed removal of over 80 million cubic yards of debris on behalf of over 200 different local and state government agencies across the United States.

Thompson has provided disaster response and recovery services since **1979** following Hurricane Frederic. Since then, our staff has supported over **200** federal, state and local government entities plan for and respond to a variety of disaster incidents, such as, tornadoes, hurricanes, floods, earthquakes, ice storms, oil spills and other natural disasters. Our emergency response and disaster recovery consultants have over **50** years of combined experience and have responded to some of the most devastating incidents to

impact the United States in the last two decades including: Hurricanes Charley, Frances and Ivan in 2004; Hurricane Katrina in 2005; the Buffalo, NY ice and snow storm of 2006; Hurricane Ike in 2008; the Nashville, TN floods in 2010; the Southeast tornadoes of April 2011; Hurricane Irene in 2011; the Midwest tornados of 2012 which impacted Missouri, Illinois, Indiana, Kentucky, Tennessee and West Virginia, Hurricanes Isaac and Sandy in 2012, Winter Storm Pax in 2014; South Carolina flooding in 2015, Hurricane Matthew in 2016 which impacted Florida, Georgia, South Carolina, North Carolina and Virginia and Hurricanes Harvey and Irma 2017. This work has resulted in our clients successfully applying for and retaining more than **\$3** billion of federal grant funding for debris removal.

Our approach to providing disaster response and recovery services to the Town of Fort Myers Beach (Town) maintains a primary focus on the efficient and effective utilization of available resources while assisting the Town in navigating the funding and compliance channels of the Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program.

Thompson's consultants have performed debris monitoring and grant administration services for a variety of Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) reimbursable federally declared disasters and emergencies. A summary of our experience over the last decade is provided in the table below.

Table 1-1: Grant Programs and Funding Administered by Disaster

Disaster	Year	Clients	Grant Funds Administered	Grant Programs
Hurricane Irma (FEMA DR-4337, 4338)	2017	47	\$100,000,000	FEMA PA
Hurricane Harvey (FEMA DR-4332)	2017	6	\$20,000,000	FEMA PA
Hurricane Matthew (FEMA DR-4283-86, 4291)	2016	17	\$100,000,000	FEMA PA, FEMA HMGP
Louisiana Severe Flooding (FEMA DR-4277)	2015	2	\$65,000,000	FEMA PA, FEMA HMGP
South Carolina Severe Flooding (FEMA DR-4241)	2015	1	\$35,000,000	FEMA PA, FEMA HMGP
Winter Storm Pandora (FEMA DR-4211)	2015	3	\$750,000	FEMA PA
Alabama Severe Storms (FEMA DR-4176)	2014	4	\$2,000,000	FEMA PA
Winter Storm Pax (FEMA DR-4166)	2014	6	\$200,000,000	FEMA PA, FHWA ER, FEMA HMGP
Hurricane Sandy (FEMA DR-4085-4086)	2012	7	\$250,000,000	FEMA PA, FHWA ER, FEMA HMGP
Hurricane Isaac (FEMA DR-4080-4081)	2012	4	\$2,000,000	FEMA PA, FHWA ER
Indiana Tornados (FEMA DR-4058)	2012	1	\$2,500,000	FEMA PA, FHWA ER
Hurricane Irene (FEMA DR-4024)	2011	1	\$4,500,000	FEMA PA, FHWA ER
Alabama Tornados (FEMA DR-1971)	2011	3	\$25,000,000	FEMA PA, FEMA HMGP, FHWA ER, CDBG DR, DOE
Iowa Flooding (FEMA DR-1763)	2010	2	\$1,640,325	FEMA PA, FEMA HMGP FHWA ER
Massachusetts Snow Storm (FEMA \DR-1813)	2009	2	\$896,475	FEMA PA, FHWA ER
Hurricane Ike (FEMA DR-1791)	2008	12	\$445,504,160	FEMA PA, FEMA SRL, FHWA ER, CDBG DR
Hurricane Gustav (FEMA DR-1786)	2008	6	\$19,374,540	FEMA PA, FEMA SRL, FEMA HMGP, FHWA ER
Hurricane Dolly (FEMA DR-1780)	2008	2	\$17,241,000	FEMA PA, FHWA ER
Oklahoma/Missouri Ice Storm (FEMA DR-1735)	2007	2	\$12,375,000	FEMA PA, FHWA ER
Missouri Ice Storm (FEMA DR-1676)	2007	3	\$31,523,000	FEMA PA, FHWA ER
New York Winter Storm (FEMA DR-1665)	2006	7	\$20,700,000	FEMA PA, FHWA ER, NRCS
Hurricane Wilma (FEMA DR-1609)	2005	15	\$214,491,000	FEMA PA, FEMA HMGP, FHWA ER, NRCS
Hurricane Rita (FEMA DR 1606)	2005	2	\$96,000,000	FEMA PA, FHWA ER
Hurricane Katrina (FEMA DR 1602-1604)	2005	30	\$914,304,040	FEMA PA, FEMA HMGP, FHWA ER, NRCS
Hurricane Dennis (FEMA DR-1595)	2005	3	\$90,000,000	FEMA PA, FHWA ER
Hurricane Ivan (FEMA DR-1551)	2004	3	\$243,332,500	FEMA PA, FEMA HMGP, FHWA ER, NRCS
Hurricane Frances (FEMA DR-1545)	2004	1	\$5,000,000	FEMA PA, FHWA ER
Hurricane Charley (FEMA DR-1539)	2004	3	\$97,085,850	FEMA PA, FHWA ER

Thompson's clients benefit from our long and consistent history in providing disaster response and recovery services through the incorporation of program management best practices gained over the years, and understanding of current federal disaster recovery guidelines and procedures. We have a thorough understanding of how agencies at the federal, state, and local levels coordinate during a recovery operation.

Past Performance

Experience with the Town of Fort Myers Beach

Following the devastating impacts of Hurricane Irma, the Town of Fort Myers Beach sought disaster debris removal monitoring services through Lee County's stand-by contract with Thompson Consulting Services. Once the Town issued Thompson a notice to proceed, we mobilized operations within hours and assigned a field supervisor and crew to document the Town's debris removal activities. Throughout project operations, Thompson monitored, documented, and substantiated reimbursement for the removal of nearly 25,000 cubic yards of debris following Hurricane Irma.

Thompson understands the unique challenges the Town may face in the event of a future disaster incident. We are prepared to continue to provide disaster debris removal monitoring services to the Town and strive to continually meet the services expectations of the Town.

Record of Prior Successful Experience

Thompson has an exceptional record of performance on our previous and existing contracts. The following select project examples highlight our experience and capabilities performing similar services to the scope of work requested by the Town and include several recent examples that demonstrate our experience and ability to guide local governments to meet the FEMA Public Assistance Program eligibility requirements for debris removal and monitoring. In addition, many of these projects provide evidence of our ability to perform damage assessment, right-of-way monitoring, hazardous leaner/hanger removal, disposal site monitoring, solid and hazardous waste management, private property debris removal, invoice review and reconciliation, and FEMA PA reimbursement.

Lee County, Florida

September 2017 – March 2018

Hurricane Irma Disaster Debris Removal Monitoring

Debris Quantity: 2,319,784 CY



Summary: As Lee County braced for the potential impact of Hurricane Irma, the strongest Atlantic basin hurricane ever recorded, they activated Thompson's contract for debris removal monitoring services, and Thompson prepared to deploy a response team to the County immediately following the passage of Hurricane Irma. Hurricane Irma made a secondary U.S. landfall just South of Lee County, however still passed through the County as a strong devastating storm. Hurricane Irma left property damage, flooding from rainfall, and downed trees and power lines throughout the County.

Thompson began operations immediately upon receiving a notice to proceed and working closely with the County's debris removal contractor to quickly begin debris removal operations. Since September Thompson has monitored the removal of over 1.7 million cubic yard of debris from County right-of-ways (ROW), and performed special debris removal programs including a commercial, parks, and utilities ROW removal monitoring. Thomson has also monitored the removal of over 70,000 hazardous limbs, and 4,000 trees throughout the County. In addition, Thompson is working with the County to conduct debris removal from various waterways and canals throughout the County. Thus far Thompson has substantiated the removal of nearly 5,000 CY of vegetation from County waterways.

City of Fort Lauderdale, Florida

September – December 2017

Hurricane Irma Disaster Debris Removal Monitoring / PPDR

Debris Quantity: 460,000 CY

Summary: Thompson has maintained a stand-by debris monitoring contract with the City of Fort Lauderdale (City) for over five years prior to being activated following Hurricane Irma in September of 2017. During that time, Thompson performed annual debris training and disaster response process reviews with the City in order to



maintain a high level of operational readiness should our debris monitoring team ever be needed to respond. In advance of Hurricane Irma, the City activated Thompson's contract and Thompson deployed a response team to the City immediately following passage of Hurricane Irma. Thompson began debris operations immediately with over 75 field staff ready due to our pre-deployment of resources. To date, Thompson has monitored the removal of over 460,000 cubic yards of vegetative and construction and demolition debris, as well as the removal of hazardous limbs from 12,000 trees and the complete removal of over 400 hazardous leaning trees. Thompson has also worked close ly with the City and its stakeholders to obtain approval for, and

implement a FEMA approved private property debris removal program that has resulted in the removal of debris from private property and gated communities.

Furthermore, high wind and storm surge displaced nearly 60,000 cubic yards of beach sand onto A1A, City sidewalks, City parking lots, and other facilities including picnic areas and volleyball courts. The sand on A1A was pushed back to the beach entrances and onto the sidewalks during the emergency push, leaving massive 10 foot piles of sand covering the iconic the Fort Lauderdale Beach wave wall. Within hours of a notice to proceed, Thompson began coordinating with the City, County, FDEP and FEMA to begin emergency sand recovery and screening to remove the large piles and return the sand to the beach. Thompson coordinated with the Contractor to ensure project completion within an expedited debris removal schedule that allowed the City to quickly recover from the costly environmental and economic impacts of Hurricane Irma.

City of Daytona Beach, Florida

October 2016 – March 2017

Debris Removal Monitoring & FEMA Grant Management Support

Debris Quantity: 330,000 CY



Hurricane Irma: Following Hurricane Irma, the City once again activated Thompson to provide disaster debris removal monitoring and FEMA PA services. Thompson immediately began coordinating with the City's debris removal contractor to determine crew configurations and onboarding local residents for debris removal monitor positions. Thompson monitored and documented the removal of over 117,077 cubic yards of debris, completing debris removal operations in less than three months.

Hurricane Matthew: As the City's debris monitor and FEMA Public Assistance grant management consultant, Thompson is assisting the City of Daytona Beach with their

debris removal operations and FEMA PA activities following the devastating impacts of Hurricane Matthew.

Thompson immediately responded to the City following passing of Hurricane Matthew to begin on-boarding and training local residents as debris removal monitors. Over all, Thompson monitored, documented, and substantiated reimbursement for the removal of 330,000 cubic yards of debris. In addition, Thompson has assisted the City with the identification of eligible projects, provided FEMA policy and process guidance, and continues to provide hands-on support to prepare and review the City's documentation and FEMA project worksheets. Thompson's FEMA PA consultants have a seven-year history of performance with Daytona Beach.

DDMP Update: In 2015 the City Public Works Department contracted Thompson to assist in updating their existing Disaster Debris Management Plan to meet current FEMA guidelines. The updated DDMP defines debris management roles and responsibilities and policies and procedures the City will refer to following a debris generating incident. Thompson also conducted validity assessments of the City's pre-identified temporary debris management site locations.

Volusia County, Florida

September – December 2017

Disaster Debris Removal Monitoring & Contractor Procurement

Debris Quantity: 858,138 CY

Hurricane Irma: Thompson provided debris monitoring and public assistance consulting services to Volusia County following Hurricane Irma. In total, Thompson monitored the removal of over 850,000 cubic yards of debris and over 12,000 hazardous leaning trees, hanging limbs and stumps. This project included coordination



with two different debris contractors and required monitoring at four debris management sites and three disposal sites. Thompson also provided FEMA Public Assistance Consulting services and expects the City to recover approximately \$30 million in reimbursement for Hurricane Irma related costs.

Debris Management Contract Procurement: Thompson assisted the County in preparing procurement documents for disaster debris removal and disposal services. Thompson has aided in reviewing scope of work requirements as well as pricing configurations for the request of proposal package/solicitation. Following open solicitation, Thompson assisted the County in reviewing each proposal response and providing the County with an "apples to apples" comparison of the submissions.

Solid Waste Authority of Palm Beach County, Florida

October 2016 – February 2018

Debris Removal Monitoring & FEMA Grant Management Support

Debris Quantity: 1,700,000



Hurricane Irma: In preparation for the potential impacts of Hurricane Irma, a strong Category 4 hurricane, the Solid Waste Authority of Palm Beach County decided to activate its stand-by debris removal monitoring contract with Thompson. Following the passing of the storm and the allowance for safe reentry into the County, Thompson quickly mobilized to begin documenting debris removal efforts throughout the County. Thompson is monitoring debris removal in over 18 communities within the County, as well as documenting all disposal loads brought to the Solid Waste Authority's landfills. Thus far, over 1.7 million cubic yards of debris have been documented by Thompson.

Hurricane Matthew: When Hurricane Matthew brushed Palm Beach County in 2016, the Solid Waste Authority of Palm Beach County (Authority) did not immediately elect to activate their emergency debris removal contracts. When the Authority made the decision to supplement their franchise haulers debris removal capacity and activate its emergency disaster debris removal contractor, Thompson mobilized within 24 hours with experienced debris management personnel and full Automated Debris Management System (ADMS) capabilities. Within two weeks of activation, Thompson monitored the removal of 14,500 cubic yards of vegetative debris, with an emphasis on providing relief to hot spots within the County identified by the Authority and its customers. Thompson continues to support the Authority's recovery efforts with FEMA reimbursement support for contractor costs incurred as a result of Hurricane Matthew.

City of Palm Bay, Florida

October 2016 – February 2017

Debris Removal Monitoring

Debris Quantity: 100,000 CY

Summary: As the City's debris monitor, Thompson assisted the City of Palm Bay with their debris removal operations following the impacts of Hurricane Matthew. Thompson immediately responded to the City following passing of Hurricane Matthew to begin on-boarding and training local residents as debris removal monitors. Over all, Thompson monitored, documented, and substantiated reimbursement for the removal of 100,000 cubic yards of vegetative and construction and demolition debris.

Chatham County, Georgia

October 2016 – April 2017

Hurricane Matthew Disaster Debris Removal Monitoring / PPDR

Debris Quantity: 1,600,000 CY

Summary: Thompson has maintained a stand-by debris monitoring contract with Chatham County, GA (County) for over four years prior to being activated following Hurricane Matthew in October of 2016. During that time, Thompson performed annual debris training and disaster response process reviews with the County in order to maintain a high level of operational readiness should our debris monitoring team ever be needed to respond to a, historically and, statistically rare direct hurricane impact to the coast of Georgia.

While Hurricane Matthew worked its way up the Atlantic Coast, Thompson deployed a response team to the County 72 hours prior to receiving a notice to proceed in anticipation of a contract activation. In the aftermath of the hurricane, the County activated Thompson's contract and we began debris operations immediately with over

75 field staff ready due to our diligent planning and pre-deployment of resources. Thompson monitored the removal of over 1,600,000 cubic yards of vegetative debris, as well as the removal of hazardous limbs from 16,000 trees and the complete removal of over 900 hazardous leaning trees. In addition, Thompson has worked closely with the County and its stakeholders to obtain approval for, and implement a FEMA approved private property debris removal program that has resulted in the removal of over 200,000 cubic yards from private property and gated communities.

City-Parish of East Baton Rouge, Louisiana

August 2016 - Present

Disaster Debris Removal Monitoring / PPDR Program Management

Debris Quantity: 2,000,000 CY

Summary: In August 2016 prolonged severe storms caused massive flooding throughout the City-Parish of East Baton Rouge, Louisiana leaving over 60,000 homes damaged or destroyed. As the flood waters subsided the City-Parish activated their debris removal hauler and monitor, Thompson, to assist in the monumental effort of managing the removal of debris generated from the thousands of flooded homes. Thus far, Thompson has performed disaster debris removal monitoring services overseeing the collection of more than 2 million cubic yards of constructing and demolition debris throughout the City-Parish.

In addition, Thompson worked closely with the City-Parish and the debris removal hauler to design and implement a comprehensive Private Property Debris Removal Program for extended ROW collection. Thompson canvassed neighborhoods distributing right-of-entry forms and staffed multiple libraries and community centers to assist homeowners in completing the required paper work. Once ownership of the property was verified Thompson logged the record into TDMS and provided the debris removal contractor with a list and map of properties approved for PPDR. Over 1,450 right-of-entry forms were collected, validated and processed for extended collection.

Aransas County, Texas

September 2017 – Present

Hurricane Harvey Debris Removal Monitoring

Debris Quantity: 2,775,000 CY



Summary: Following the devastating impacts of Hurricane Harvey, Aransas County sought the services of a disaster debris monitoring firm to assist in implementing and properly documenting debris removal operations throughout the County. Thompson was selected by the County for these services and immediately began project operations following a notice to proceed. Working closely with the County and their designated debris removal contractor, Thompson, to date, has substantiated over 2.7 million cubic yards of right-of-way debris removal and nearly 75,000 cubic yards of special program debris removal from private property and parks collection.

Experience & Knowledge of Federal, State & Local Emergency Management

Our recent disaster recovery and debris monitoring experience in Florida, Texas, Georgia, South Carolina, Virginia, Louisiana, Mississippi, and Alabama demonstrates Thompson's ability to comply with application requirements of the FEMA Public Assistance Alternative Procedures Pilot Program for Debris Removal as well as other guidance documents and eligibility requirements issued by FEMA. Thompson closely monitors changes to FEMA policy and guidance so that we can make the appropriate changes to our own practices and procedures in order to best protect the clients we serve. For instance, our team is thoroughly versed and ready to implement the Public Assistance Program and Policy Guide (PAPP) (updated April 2018) which incorporates and supersedes language from other PA Program publications including FEMA 325, 327 and the 9500 Series.

Thompson's consultants are well versed in federal program compliance regulations and policy for FEMA and other federal agencies. Although the guidance listed below is not exhaustive in nature, it is a sample of specific material which may shape the Town's recovery. Our consultants understand the material

contained in these documents and will use this to aid in the recovery and reimbursement of all eligible debris and other related project costs in conjunction with local regulations and existing agreements. Thompson's goal is to promote an effective recovery in the most efficient amount of time while focusing on the end product of reimbursement through compliance with all applicable federal, state and local regulations.

- Local/state government debris management plan/standard operating procedures
- Local/state government purchasing guidelines and manuals
- Local government code of ordinances
- Local memorandums of understanding or mutual aid agreements
- FEMA Public Assistance Program and Policy Guide (FEMA PAPPG)
- FEMA Damage Assessment Operations Manual (April 5, 2016)
- OMB Circular A-87 – Cost Principles for State, Local and Indian Tribal Governments
- OMB Circular A-133 – Audits of States, Local Governments and Non-Profit Organizations
- 44 CFR Part 13 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

Thompson's approach to providing disaster debris monitoring services begins with the desired outcome at the forefront of what we do: document debris removal in a manner to ensure maximum grant reimbursement to our clients. Through past experience and lessons learned, we have been able to develop a fine tuned and tested approach to efficiently and effectively meet or exceed the FEMA compliance regulation standards for maximum reimbursement to our clients. When dealing with disaster recovery and compliance with FEMA and other federal agency regulations, not many things can take the place of first-hand experience. Our debris monitoring and reimbursement procedures, tools and training methods are the results of a unique blend of theoretical and applied implementation strategies on real recovery projects. The Town receives the benefits of past client successes which have been retained and included in our program knowledge base. By the same token, we have been able to actively morph our tools based on the ever changing environment of debris monitoring and reimbursement assistance.

FEMA Direct Administrative Costs Compliant

The FEMA PAPPG provides guidance on allowable direct administrative costs (DAC) and activities which may be eligible for reimbursement by FEMA. This guidance describes what costs may be requested for reimbursement, lessening the chance that the Town will be surprised with unreimbursed disaster expenses which must be paid out of pocket. Also, it identifies what types of activities may be performed by the Town or another procured agent of the Town during the recovery process. Applying a unique understanding of DAC requirements, Thompson has developed and utilizes electronic timekeeping and other cost tracking and reporting documents to substantiate costs for FEMA. The Town will have the benefit of knowing that tracking, reporting and documentation tools used by Thompson for any monitoring, consulting, or recovery projects have been tested, successfully implemented and withstood FEMA and OIG audits.

Simultaneous Contract Mobilizations

Thompson recognizes that each disaster situation is going to be different. Although we will always be able to leverage our extensive experience and capabilities, we will also have to be prepared to draw on resources intelligently, prioritize efficiently, and act decisively when facing new challenges in the future. In order to do this, Thompson promotes a collaborative working relationship with the Town and its

debris removal contractors. Thompson encourages the Town to host an annual meeting to test readiness, capacity, discuss potential project hot-buttons, and plan based on new state and federal guidance. This is a great way to collaborate prior to having to respond to a disaster with one another.

Thompson's managerial capabilities were recently tested in 2016 when a massive flooding event devastated the greater Baton Rouge area of Louisiana and Hurricane Matthew struck the Atlantic Seaboard of the United States. *Thompson was simultaneously activated by twenty five (25) county and city governments in Louisiana, Florida, Georgia, South Carolina, North Carolina, and Virginia. In addition, the Georgia Department of Transportation activated Thompson in eleven (11) counties, and the South Carolina Department of Transportation activated Thompson in seven (7) counties.* At its peak operating period in the fall of 2016, Thompson was actively monitoring debris removal operations to manage and monitor the removal of over 4,000,000 cubic yards of debris by ten contractors working in a forty three (43) county/parish area across six (6) states. At peak, Thompson deployed over 930 field staff and 900 automated debris management system (ADMS) handheld field devices to permit temporary debris management sites and monitor the removal, temporary disposal, and reduction of over 4,000,000 cubic yards of debris. Thompson worked closely with our clients and the ten (10) different debris removal companies to work through the following challenges:

LOGISTIC CONSIDERATIONS: Thompson's debris removal monitoring assignments were extended over a large area including south central Louisiana and spanning nine hundred (900) miles along the Atlantic coast from Palm Beach County, FL to Norfolk, Virginia. In order to address client specific field personnel and equipment needs, Thompson implemented several operational hubs in six (6) states with runner and logistics support to all projects.

LARGE SCALE ADMS DEPLOYMENT TO MONITOR ALL TYPES OF DEEBRIS COLLECTION: Thompson's ADMS deployment was one of the largest ADMS deployments in history, with over nine hundred (900) units deployed to over forty (40) work locations. Thompson's ADMS units were configured to monitor the collection of over 1.8 million cubic yards of C&D in East Baton Rouge Parish, the largest C&D collection program since Hurricane Katrina. In addition, Thompson's ADMS system was configured to monitor the removal of vegetative debris, white goods, household hazardous waste, animal carcasses, and private property debris removal.

STAFFING EXECUTION PLAN: Thompson maintains a professional recruiting and staffing department in house so that we can respond quickly and efficiently to surge staffing demands. We maintain a network of over 1,000 potential field monitors on call to supplement monitors sourced locally. When tasked with ramping up quickly, efficiently, and simultaneously over a six (6) state area, Thompson relied on dedicated resources that owned the ramp-up process. We did not rely on any third party staffing firms that do not understand the disaster business. This was critical to our success with the Hurricane Matthew mobilization.

RAPID MOBILIZATION: Many of Thompson's clients elected to participate in the Public Assistance Alternative Procedures (PAAP) Pilot Program for Debris Removal and tasked Thompson and the debris removal contractors with expedited debris removal schedules. Thompson, the debris removal contractors, and the clients were highly motivated to complete debris removal operations as quickly as possible. Thompson was able to handle the great deal of operational pressure associated with monitoring expedited debris removal operations, and over 90% of the work that we monitored was completed within 90 days.

SECTION 2

REFERENCES

The following references attest to the versatility of Thompson and the capabilities that we maintain in debris monitoring and disaster related services. We believe the highest praise a consultancy can receive is that of a recommendation from a previous or current client. Project summaries are included in Section 1, Experience.

1. Lee County, Florida

September 2017 – April 2018

Disaster Debris Removal Monitoring

Debris Quantity: 2,319,784 CY

Pam Keyes, Public Utilities Director
239-533-8544
PKeyes@leegov.com

1500 Monroe St.
Ft. Myers, FL 33901

2. City of Palm Bay, Florida

October 2016 – March 2017

Disaster Debris Removal Monitoring

Debris Quantity: 99,000 CY

Barney Weiss, CPM, Assistant Director Public Works
(321) 953-8996
Barney.Weiss@palmbayflorida.org

1050 Malabar Road SW
Palm Bay, FL 32907

3. City of Vero Beach, Florida

September – December 2017

Disaster Debris Removal Monitoring

Debris Quantity: 69,897 CY

Donald Dexter, Manager - Public Works
(772) 978-4800
ddexter@covb.org

3405 Airport West Drive
Vero Beach, FL 32960

SECTION 3

MONITORING TRAINING PROGRAM

Onboarding and Training of Employees

Following an event, Thompson will establish a location within or near by the Town of Fort Myers Beach from which to perform recruiting, onboarding, and training. These activities will be coordinated and supported from our headquarters in Lake Mary, Florida. Thompson will also make every effort to hire residents from within the Town to serve as debris monitors. This effort will help skilled residents participate in the Town's recovery efforts with a meaningful impact and earn a competitive hourly wage.

In accordance with FEMA Public Assistance Program and Policy Guide, FP-104-009-2, Thompson will train debris monitors, Town employees, and other project stakeholders to have a complete understanding of the roles and responsibilities of the debris manager, including:

- Accurate and objective debris estimating techniques
- Process for determining debris eligibility: (1) threat to public health/safety, (2) direct result of the disaster event, and (3) existing in the public right-of-way
- A comprehensive understanding of all phases of debris management operations, including loading sites, debris management sites (DMS), and final disposal locations
- The ability to differentiate between debris types
- Understanding of Collection Site and DMS safety procedure
- Understanding of the Thompson Field Health and Safety Plan
- Understanding of the terms, conditions, and scope of the debris removal contract and other disaster specific guidance provided by the Town, FDEM, FDEP, and FEMA

Ability to Onboard and Train within 48 Hours

Thompson has made a tremendous investment in our personnel, resources, technology, and tools to have the flexibility and scalability necessary to be an industry leader in debris monitoring. Part of this investment is in a proven process to identify, train, and equip local hires in a safe manner in extremely short periods of time. Thompson begins the process of recruiting and on-boarding immediately upon contract award, not reactively following a notice to proceed. Thompson will issue contingent job postings through a variety of outlets to pre-identify a pool of existing candidates to serve as field monitors. Table 3-1 below outlines Thompson's local hire tasks and timelines to ensure that we deploy trained, safe, drug-free local hires within 48 hours of a notice-to-proceed:

Table 3-1 Local Hire Task Summary

Task	Timeframe (to meet or exceed)	Comments
Local Hiring Recruiting (non-event)	Year-round	When no task order is imminent, Thompson pro-actively develops a pool of local hire candidates.
Local Hiring Recruiting (activation known)	12 to 48 hours	Once activated, Thompson Project Administrative team can recruit and onboard 100 local hires per day. Thompson initiates on-boarding 72 to 96 hours prior to known disaster events.

Task	Timeframe (to meet or exceed)	Comments
Drug-testing	12 to 48 hours	Thompson requirement for employment
Driver Motor Vehicle Record Check	12 to 48 hours	Thompson requirement for employment
Safety Training	12 to 48 hours	Thompson requirement for employment
Continued on the Job Safety Training	48 to 72 hours	Thompson requirement for employment
Debris Monitor Training	12 to 48 hours	Thompson requirement for employment
Automated Debris Management System Training	12 to 48 hours	Contract specific requirement
Issuance of Personal Protective Equipment	48 hours	Issued by Project Administration team upon completion of Safety Training

Debris Removal Monitor Training Manual – Table of Contents

The following Table of Contents is from Thompson Consulting Services' Disaster Debris Removal Monitor Training Manual. This information is also provided via PowerPoint Presentation at every local on-boarding and training session held to hire local field monitors following a contract activation.

Section 1

- Disaster Debris Removal Monitoring
 - Overview
 - Roles and Responsibilities
 - Thompson Consulting Services
 - The Debris Removal Contractor
 - Debris Removal Collection Functions and Positions

Section 2

- Field Supervisor
 - Introduction
 - Field Supervisor Duties
 - Management and Oversight
 - Debris Operations
 - Eligibility
 - Compliance
 - Safety Requirements
 - Safety Equipment
 - Personal Protective Equipment
 - Field Supervisor Checklist

Section 3

- Truck Certification Monitor
 - Introduction
 - Truck Certification Monitor Checklist
 - Truck Certification Calculation Instructions
 - Measurements and Calculations
 - Dump Truck Measurements and Calculations
 - Extra Trailer Measurements
 - Round Bottom Truck Measurements

Section 4

Debris Collection Monitor

Introduction

Eligibility

Debris Classifications

Right-of-Way (ROW) Debris Removal

Hazardous Tree, Limb and Stump Debris Removal

Hazardous Trees ("Leaners")

Hazardous Limbs ("Hangers")

Hazardous Tree Stumps

Documentation

Debris Collection Monitor Duties

Debris Operations

Eligibility

Communication

Compliance

Safety Equipment

Personal Protective Equipment

Safety Requirements

Debris Collection Monitor Checklist

Paper Load Tickets

Electronic Load Tickets

Section 5

Debris Management Site Monitor

Introduction

Load Call Capacity

DMS Monitor Duties

Debris Operations

Eligibility

Communication

Compliance

Safety Equipment

Personal Protective Equipment

Safety Requirements

DMS Monitor Checklist

Paper tickets

Electronic tickets

Appendix A

ADMS Debris Removal Monitoring Quick Reference Guides

SECTION 4

PERSONNEL

Capacity

Thompson's staff of consultants is amongst the most educated, qualified and dynamic in the industry. Our personnel are disaster recovery and response experts, business and financial consultants; registered professional engineers, geologists, and surveyors; scientists; and technical professionals in the following disciplines: civil, structural, environmental, geotechnical, hydraulic, mechanical, and electrical engineering. Thompson has over 350 multi-disciplined personnel on staff with diverse qualifications that can be drawn upon to address any project needs. Thompson has provided the following list of personnel by discipline as evidence of our unique qualifications and credentials as well as our capacity to support projects of any size and scope.

Personnel by Discipline

Grant/Financial Consultants	10	Environmental Engineers	9
Debris Project Managers	25	Geologists	10
Debris Supervisors	50	Scientists/Environmental	20
On-call Debris Monitors	1000	Credentialed Inspectors	57
Construction Managers	26	Investigative / Roof Consultants	13
Architects	3	Professional Land Surveyors	9
Civil Engineers	30	LEED Accredited Professionals	5
Marine Engineers	4	Construction Engineering Inspectors	50
Structural Engineers	7	Construction Materials Techs	19
Geotechnical Engineers	14	C.P. - Stormwater Quality (CPSWQ)	1
Transportation Engineers	5	C.P. - Erosion & Sediment Control	5
Hydraulic Engineers	3	Safety Professionals	4

With advanced degrees in business, economics, finance, engineering, computer science and other disciplines we provide a well-rounded perspective and approach to problem solving in the emergency management and disaster recovery industry.

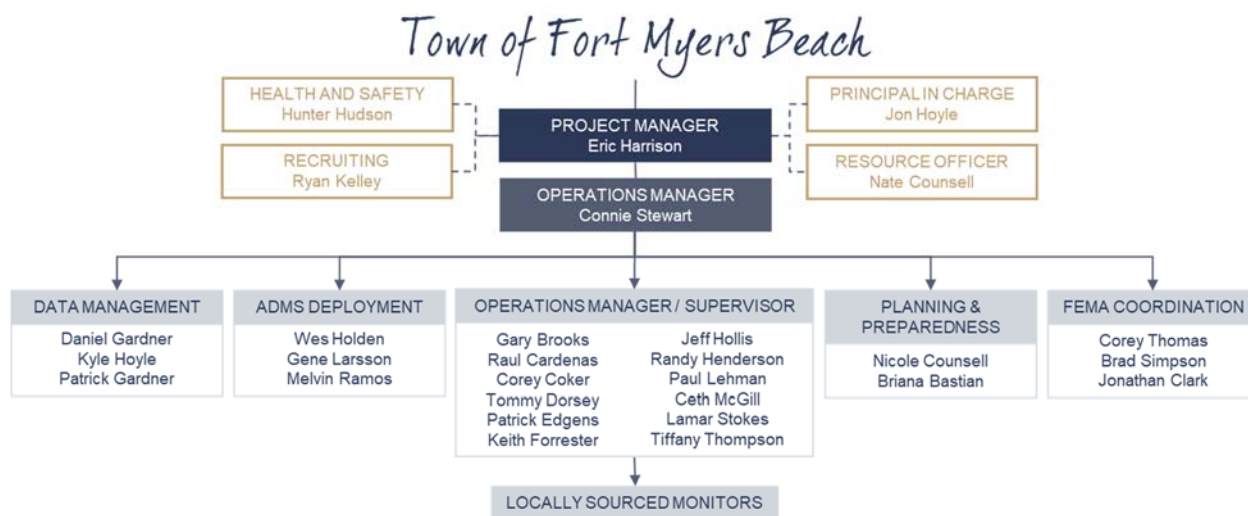
Thompson provides the Town with access to a unique combination of experience, services, resources and personnel through our family of companies. With 13 corporate and eight (8) satellite offices scattered throughout the southeast, Thompson has the resources and capabilities to support the Town's disaster debris management and consulting service needs.

Proposed Project Organization, Management and Qualifications

Thompson is committed to staffing the Town's disaster debris removal monitoring services project in accordance with the management staffing and key personnel proposed herein. Our technical approach is designed to be scalable in nature in order to effectively respond to both minor and catastrophic debris generating events.

Because the Town's needs and Thompson's staff obligations may change over time, Thompson will routinely update the Town on the status and availability of the key personnel proposed, should they change.

The organizational chart below graphically presents Thompson's proposed project staffing and key personnel.



Key Personnel Overview

JON HOYLE will serve as the Principal-in-Charge for the Town and provide support as needed to ensure project operations are in accordance with the Town's expectations. Mr. Hoyle has over twelve years of experience including ten years providing management and oversight for disaster response and recovery efforts and grant writing administration / program management throughout the United States. He has managed 75 projects under contracts that total over \$1.5 billion in grant administration and recovery efforts that required the mobilization of over 5,000 field and professional personnel over the past 10 years. His programmatic experience includes FEMA-PA, FHWA-ER, NRCS-EWP, HUD-CDBG, FEMA-HMGP, and others.

ERIC HARRISON will serve as a Project Manager for the Town and ensure project operations are implemented in accordance with the contract and task order(s) issued by the Town. Mr. Harrison has over twelve years of experience providing debris monitoring program management support and oversight for disaster response and recovery efforts throughout the United States.

CONNIE STEWART will serve as the on-site Project Manager for the Town to oversee day-to-day operations of the project. Ms. Stewart has eleven years of experience managing debris monitoring and data management operations throughout the Southeast. *Most recently, Ms. Stewart served as the Operations Manager on behalf of the Town of Fort Myers Beach and Lee County following Hurricane Irma.*

DANNY GARDNER Mr. Gardner will serve as the Data Manager for the Town. Mr. Gardner has served as a data manager, program manager and grant management consultant for multiple federally funded grant programs on projects totaling approximately \$250 million. His extensive understanding of the eligibility requirements, federal regulations and policies across many federal grant programs allows clients to maximize disaster recovery and mitigation reimbursement.

NICOLE COUNSELL will serve as the Planning and Preparedness lead for the Town. Ms. Counsell has ten years of disaster response and recovery experience. She is well versed in the programs, agencies, procedures and regulations involved in successfully running disaster debris management operations.

Following Hurricane Ike, she managed multiple projects for Galveston County and the City of Galveston, the most heavily impacted communities by the storm. Recently Ms. Counsell served as the Project Manager for the City of Fort Lauderdale debris mission following Hurricane Irma. In addition, Ms. Counsell provides annual training to many of our clients regarding debris removal monitoring operations and FEMA policy guidance.

COREY THOMAS will serve as the FEMA Coordination / Cost Recovery Specialist and work directly with the Town as needed to oversee the financial recovery of all eligible costs associated with FEMA PA and FHWA-ER activities. In 2009, Mr. Thomas assisted the City of Daytona Beach following the Memorial Day flooding, and has since worked with state and local agencies throughout the United States to recover millions of dollars of disaster expenditures. In 2013 Mr. Thomas managed the FEMA PA reimbursement for multiple applicants in New York and New Jersey following Hurricane Sandy and over the last two years has supported the South Carolina Department of Transportation recovery over \$195,000,000 in FEMA funding following two disaster incidents.

RYAN KELLEY has over 10 years of experience providing professional recruiting and staff augmentation services to assist disaster recovery companies and state and local government agencies with properly staffing large scale disaster recovery operations with the appropriate level of qualified man-power. Mr. Kelley has also managed several large scale debris monitoring operations in Florida, Texas, and South Carolina.

WES HOLDEN Mr. Holden has thirteen years of experience providing data management and disaster recovery software application development for disaster response and recovery efforts throughout the United States for a broad range of local and state government clients.

Project Team Experience

The following tables further summarize the background and experience of our key personnel, outlines our staff's extensive experience managing and monitoring debris removal operations, including projects resulting in the collection of more than 1,000,000 cubic yards on behalf of local and state governments.

Select resumes for key personnel have been included in the subsequent pages of this section.

Table 4-3: Summary of Project Team Experience

Name / Project Role / Background	Representative Experience/ Cubic Yards of Debris (as applicable)	Debris Program Experience
Jon M. Hoyle, Principal in Charge		
MBA – Finance/Management 13 Years of experience	– Georgia DOT – 180,000 CY – South Carolina DOT – 3,000,000 CY – Aiken County, SC – 1,500,000 CY – Harris County, TX – 2,500,000 CY – Chambers County, TX – 500,000 CY – Norman, OK – 750,000 CY – Springfield, MO – 1,448,539 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Vessel/Vehicle Recovery – Waterways Debris Removal – Beach Restoration – Private Property Debris Removal – Demolition Management – Recycling (DMS site separation)
Nate Counsell, Principal in Charge		
MBA – Finance/Management 13 Years of experience	– Baton Rouge, LA – 1,800,000 CY – Chatham Co, GAA – 1,400,000 CY – South Carolina DOT – 1,200,000 CY – Virginia DOT – 500,000 CY – New Orleans, LA – 1,000,000 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Vessel/Vehicle Recovery

Name / Project Role / Background	Representative Experience/ Cubic Yards of Debris (as applicable)	Debris Program Experience
	– Amherst, NY – 800,000 CY – Miami-Dade County, FL – 3,000,000 CY – Escambia County, FL – 7,681,500 CY	– Waterways Debris Removal – Beach Restoration – Private Property Debris Removal – Demolition Management – Recycling (DMS site separation) – White Goods (household appliances)
Eric Harrison, Project Manager		
MS – Electronics Engineering 12 Years of experience	– St. Augustine, FL – 83,000 CY – Baton Rouge, LA – 1,800,000 CY – Daytona Beach, FL – 330,000 CY – South Carolina DOT – 3,000,000 CY – Virginia DOT – 500,000 CY – New Orleans, LA – 1,000,000 CY – Pembroke Pines, FL – 800,000 CY – Tonawanda, NY – 200,000 CY – Greene County, MO – 545,000 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Vessel/Vehicle Recovery – Waterways Debris Removal – Beach Restoration – Private Property Debris Removal – Demolition Management – Recycling (DMS site separation) – White Goods (household appliances)
Connie Stewart, Operations Manager		
11 Years of experience	– Town of Fort Myers Beach – 24,783 CY – Lee County, Florida – 2,400,000 CY – Ormond Beach, FL- 170,500 CY – South Carolina DOT- 1,200,000 CY – Superstorm Sandy – Galveston County, TX- 1,700,000 CY – City of Galveston, TX- 1,700,000 CY – Norman, OK- 750,000 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Vessel/Vehicle Recovery – Waterways Debris Removal – Private Property Debris Removal – Demolition Management – Recycling (DMS site separation)
Danny Gardner, Data Manager		
MBA – Finance/Management 8 Years of experience	– Chatham Co, GA – 1,400,000 CY – Baton Rouge, LA – 1,800,000 CY – South Carolina DOT – 3,000,000 CY – Aiken County, SC – 1,500,000 CY – Alabama Tornadoes – \$25,000,000 – Hurricane Ike – \$445,000,000 – Hurricane Gustav – \$19,374,540 – Hurricane Dolly – \$12,241,000 – Massachusetts Severe Storms – \$896,475	– ADMS Implementation – Demolitions/ROE Program Design – Debris Project Formulation – Debris Data Management – Debris Document Management – Debris Removal Invoice Management – Debris Closeout Audit Support
Nicole Counsell, Planning and Preparedness		
BA – Psychology & Spanish 9 Years of experience	– St. Augustine, FL – 83,000 CY – Chatham Co, GA – 1,400,000 CY – Daytona Beach, FL - 330,000 CY – Georgetown County, SC – 100,000 CY – Virginia DOT – 500,000 CY – Galveston County, TX – 1,700,000 CY – City of Galveston, TX 1,700,000 CY – New Orleans, LA - 1,000,000 CY – Norman, OK – 750,000 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Vessel/Vehicle Recovery – Waterways Debris Removal – Beach Restoration – Private Property Debris Removal – Demolition Management – Recycling (DMS site separation) – White Goods (household appliances)
Corey Thomas, FEMA Coordination		
MBA – Finance/Management 8 Years of experience	– Baton Rouge, LA – 1,800,000 CY – Georgia DOT – 180,000 CY – South Carolina DOT – \$195,000,000 – Alabama Tornadoes – \$25,000,000 – Iowa Flooding – \$1,640,325	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – Private Property Debris Removal – Demolitions/ROE Program Design

Name / Project Role / Background	Representative Experience/ Cubic Yards of Debris (as applicable)	Debris Program Experience
	– South Dakota Winter Storms – \$60,000,000 – Hurricane Alex – \$3,500,000 – Hurricane Ike – \$445,000,000	– Debris Project Formulation – Debris Removal Invoice Management – Debris Closeout Audit Support – Debris Appeals Assistance
Wes Holden, ADMS Deployment		
BS – Mgmt. Info. Systems 13 Years of experience	– Chatham Co, GA – 1,400,000 CY – Baton Rouge, LA – 1,800,000 CY – South Carolina DOT – 3,000,000 CY – Houston, TX – 4,500,000 CY – New Orleans, LA – 1,000,000 CY – Harris County, TX – 2,500,000 CY – Baytown, TX – 1,000,000 CY – Charlotte County, FL – 1,870,669 CY	– ADMS Implementation – Private Property Debris Removal – Leaners, Hangers, and Stumps – Debris Data Management – Debris Document Management – Waterways Debris Removal – Hazardous Materials – Household Hazardous Waste

Table 4-4: Summary of Operations Manager/Supervisor Experience

Name/Background	Representative Experience/ Cubic Yards of Debris (as applicable)	Debris Program Experience
Gary Brooks, Operations Manager		
U. S. Marine Corps, Ret. 12 Years of experience	– South Carolina DOT – 3,000,000 CY – Denham Springs, LA – 300,000 CY – Virginia DOT – 500,000 CY – Springfield, MO – 1,448,539 CY – Baytown, TX – 1,000,000 CY – Harrison County, MS – 1,850,000 CY – Escambia County, FL – 7,681,500 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Vessel/Vehicle Recovery – Waterways Debris Removal – Beach Restoration – Private Property Debris Removal – Demolition Management – Recycling (DMS site separation) – White Goods (household appliances)
Raul Cardenas, Operations Manager/Supervisor		
11 Years of experience	– Aransas County, TX – 2,400,000 CY – Chatham Co, GA – 1,400,000 CY – Baton Rouge, LA – 1,800,000 CY – South Carolina DOT – 1,200,000 CY – Virginia DOT – 500,000 CY – Broward County, FL – 1,800,000 CY – Florida DOT – 1,000,000 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Recycling (DMS site separation)
Tommy Dorsey, Project/Operations Manager		
12 Years of experience	– City of Vero Beach – 24,000 CY – South Carolina DOT – 200,000 CY – Aiken County, SC – 1,500,000 CY – Putnam County – 140,000 CY – South Carolina DOT – 1,200,000 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Waterways Debris Removal – Private Property Debris Removal – Recycling (DMS site separation) – White Goods (household appliances)
Patrick Edgens, Operations Manager/Supervisor		
BS – Chemical Engineering 20 Years of experience	– Hancock County, MS – 5,773,291 CY – Forrest County, MS – 2,496,933 CY – Jones County, MS – 1,961,427 CY – Mobile County, AL – 789,658 CY – Mobile, AL – 728,469 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Recycling (DMS site separation)
Keith Forrester, Operations Manager/Supervisor		

Name/Background	Representative Experience/ Cubic Yards of Debris (as applicable)	Debris Program Experience
B.A Marketing and Management 12 Years of experience	– Baton Rouge, LA – 1,800,000 CY – South Carolina DOT – 200,000 CY – Springfield, MO – 1,448,539 CY – Virginia DOT – 500,000 CY – Alabama DCNR – 100,000 CY – Escambia County, FL – 7,681,500 CY – Harrison County, MS – 1,850,000 CY – Escambia County, FL – 7,681,500 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Vessel/Vehicle Recovery – Waterways Debris Removal – Beach Restoration – Private Property Debris Removal – Demolition Management – White Goods (household appliances)
Jeff Hollis, Operations Manager		
12 Years of experience	– St. Augustine, FL – 83,000 CY – Baton Rouge, LA – 1,800,000 CY – South Carolina DOT – 1,200,000 CY – Texas DOT – 1,000,000 CY – Harrison County, MS – 1,850,000 CY – Escambia County, FL – 7,681,500 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Vessel/Vehicle Recovery – Waterways Debris Removal – Private Property Debris Removal – Demolition Management – Recycling (DMS site separation)
Roger Jones, Operations Manager/Supervisor		
21 Years of experience	– Hancock County, MS – 5,773,291 CY – Forrest County, MS – 2,496,933 CY – Jones County, MS – 1,961,427 CY – Mobile County, AL – 789,658 CY – Mobile, AL – 728,469 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Recycling (DMS site separation)

Program Experience and Qualifications

Debris Removal Programs

Thompson's proposed team of disaster response and recovery experts have responded to some the most devastating natural disasters to impact the United States in the last decade. Each team member has served in a variety of recovery operations roles and has real-world experience managing and supporting special disaster recovery programs to include right-of-way (ROW), private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management and hauler invoice reconciliation and contracting, and FEMA appeals assistance. Thompson's consultants have experience with all of the following disaster recovery programs.

Debris Removal Monitoring

- Debris hauling vehicle certification (volumetric)
- Right-of-Way debris collection
- Debris management site operations
- Leaning tree, hanging limb, and hazardous stump removal
- Private property debris removal
- Right-of-Entry (ROE) administration
- Waterways debris removal monitoring
- Beach and shoreline restoration
- Data management
- Document management
- Progress reporting
- Contractor invoice reconciliation and payment recommendation
- Vessel and vehicle recovery
- Asbestos abatement
- Health and safety monitoring
- Multi-jurisdictional coordination/scheduling
- Damage claim resolution
- Disaster recovery monitoring with handheld devices
- Hazardous material removal
- GIS reporting
- Cost recovery/grant applications

Special Debris Removal Programs

Thompson's consultants consider special debris removal programs such as private property/right of entry work, waterways clean-up, demolition management, vessel and vehicle recovery, etc. as service offerings that our clients expect following a disaster event.

Thompson has extensive waterway/coastal recovery experience, including the removal of over 1,000,000 cubic yards of sand from houses and the restoration of over 8 miles of berm on Pensacola beach. In 2012, Thompson documented the removal of debris and seagrass from the beaches of Hancock County following Hurricane Isaac. We are also assisted New York City's debris removal contractor with the inventory of over 3,500 abandoned vehicles following Hurricane Sandy. In 2013, Thompson monitored a debris removal program covering seven (7) waterways throughout Iberville Parish, Louisiana and managed a wetland debris removal project for the Alabama Port Authority, both due to the lingering impacts of Hurricane Isaac. In 2014, Thompson monitored the removal of debris and hazardous hanging limbs from the Horse Creek Water Trail, a historically significant waterway in Aiken, South Carolina. Thompson substantiated the removal of over 40,000 cubic yards of debris and the removal of hazardous limbs from 4,000 hazardous trees.

In addition, Thompson's consultants have extensive and unique experience with demolition programs and private property housing initiatives, including the management of many of the largest multi-phase, multi-property demolition and housing initiatives in the United States over the past ten years.

Thompson Principal Jon Hoyle managed the demolition of, and private property debris removal from over 8,000 properties in Gulfport and Harrison County Mississippi following Hurricane Katrina.

Thompson Principal Nate Counsell served as the FEMA funded Demolition Program Manager for the City of New Orleans from 2007 to 2009. In 2011 and 2012 Thompson managed the City of Tuscaloosa, Alabama's residential demolition program. Thompson was recently activated in the City-Parish of East Baton Rouge and the City of Denham Springs, Louisiana performing disaster debris removal monitoring services following severe flooding which devastated thousands of homes and has generated over 1.9 million cubic yards of construction and demolition debris. In addition, Thompson designed and implemented a private property debris removal (PPDR) program with the Parish and City to distribute and collect Right-of-Entry forms from citizens requiring extended debris removal services. Thompson verified ownership of each home and coordinated with the debris removal contractor to ensure debris was collected from applicants of the PPDR program.

Disaster Cost Recovery and Reimbursement Processes

Thompson's consultants are well versed in federal program compliance regulations and policy for FEMA and other federal agencies. Our consultants thoroughly understand the programs, policies, and regulations related to disaster reimbursement and will use this knowledge to aid in the recovery and reimbursement of all eligible debris and other related project costs. Thompson's goal is to promote an effective recovery in the most efficient amount of time while focusing on the end product of reimbursement though compliance with all applicable federal, state and local regulations.

Public Assistance Program Consulting Services

- Preliminary damage assessment (PDA) data management tool development (categories A-G)
- Collection and compilation of PDAs
- Applicant kickoff meeting facilitation
- Debris staging site consultation (environmental, logistical, etc.)
- Damage site surveying (photography, GPS, condition reports, cost estimation, etc.)
- Small/large project formulation and scoping
- Alternate / improved projects
- Section 406 mitigation consultation
- Procurement assistance

- Project worksheet development
- Housing inventory damage assessment
- Direct administrative cost (DAC) support
- Expenditure review/approval and reconciliation
- EMMIE monitoring/support
- FEMA appeals assistance

Thompson recently assisted the South Carolina Department of Transportation with FEMA Public Assistance consulting services following a major ice storm in 2014 and more recent flooding event in 2015. This work has resulted in developing both small and large project worksheets totaling over \$195,000,000 in disaster funding.

Grant Application, Administration, and Management

Thompson's experience in supporting recovery efforts for local and state governments spans three decades and accounts for the administration of more than \$3 billion in federal grant funding. Our consultants can draw upon their knowledge and experience in working with over eight different federal grant funding agencies and 15 grant programs, including the following:

- Federal Emergency Management Agency
 - Public Assistance (PA)
 - Hazard Mitigation Grant Program (HMGP)
 - Pre-disaster Mitigation (PDM)
 - Flood Mitigation Assistance (FMA)
- Federal Highway Administration (FHWA)
 - Emergency Relief (ER)
- Environmental Protection Agency (EPA)
- Department of Housing & Urban Development
 - Community Development Block Grant (CDBG)
 - HOME Investment Partnership Program
- Natural Resources Conservation Service (NRCS)
 - Emergency Watershed Protection (EWP)
- Small Business Administration (SBA)
- Department of Agriculture (USDA)

Before, during and after a disaster incident our team can draw upon our knowledge and experience in working with a variety of funding sources to assist in developing and implementing a variety of recovery and mitigation programs.

Jon M. Hoyle

President

FIRM

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

EDUCATION

BA: International Relations
MBA: Management and Finance

EXPERIENCE

14 years

PROGAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FEMA Hazard Mitigation Grant Program (404 and 406)
- FEMA Severe Repetitive Loss Program
- FHWA ER Program
- CDBD Disaster Recovery
- CDBG Housing

Experience and Qualifications

Mr. Hoyle has fourteen years of experience providing management and oversight for disaster response and recovery efforts and grant writing administration / program management throughout the United States. He has managed 65 projects under contracts that total over \$1 Billion in grant administration and recovery efforts that required the mobilization of over 5,000 field and professional personnel.

Project Experience

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 –

Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Following the devastating impacts of the storm Mr. Hoyle worked with DTOP to ensure proper procurement measures were in place to solicit and begin disaster debris removal and monitoring services. Ultimately, Thompson began performing debris monitoring services in three DTOP zones. Mr. Hoyle oversaw the establishment of project operations and is responsible for contract obligations and cost controls.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 – Mr. Hoyle served as principal-in-charge during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted

debris removal monitoring operations on behalf of 45 unique clients simultaneously. Mr. Hoyle was responsible for contract obligations and cost controls for all projects. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Hurricane Matthew, Disaster Recovery Operations, Multiple States, 2016 - 2017 –

Mr. Hoyle served as principal-in-charge during Thompson's multi-state mobilization in response to Hurricane Matthew. Thompson conducted debris removal monitoring operations in five (5) states and 23 unique clients simultaneously. Mr. Hoyle was responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson provided debris monitoring and substantiation for more than 3.2M cubic yards of debris as a result of Hurricane Matthew.

South Carolina Department of Transportation, Severe Flooding, 2015 - 2016 –

Mr. Hoyle again served on the Thompson management team during the SCDOT's response to statewide severe flooding. He was responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson provided debris monitoring services on behalf of the SCDOT in 11 counties as well as FEAM PA services to identify and document damages to approximately 600 sites and prepared and submitted both large and small project worksheets totaling over \$35,000,000 and including hazard mitigation measures.

Putnam, Fentress and Overton Counties, Tennessee, Sever Winter Storm, 2015 –

Mr. Hoyle served as the Principal-in-Charge during for all projects following a regional ice storm that impacted Tennessee. He managed and ensured all contracts and task orders were processed and implemented.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 –

Winter Storm Pax impacted the State of South Carolina generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transportation (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Hoyle served on the Thompson management team responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson monitored, documented, and substantiated reimbursement for the removal of over 2,900,000 cubic



yards of debris and the removal of 400,000 hazardous limbs and trees.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 – In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Hoyle served on the Thompson debris program team responsible for mobilizing and deploying project staff and resources to multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's field monitoring efforts documented and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

Virginia Department of Transportation (VDOT), Multiple Locations, Hurricane Recovery Debris Monitoring, 2011 – In the wake of Hurricane Irene the VDOT called upon its pre-position contractors to assist it with collecting and disposing of debris strewn about its rights-of-way in the Central and Eastern regions of the State. Thompson was tasked with providing debris removal monitoring services in the Ashland, Chesterfield, Petersburg, South Hill, and Saluda Residencies, which included a territory of 23 Counties. Mr. Hoyle served as the Principal-In-Charge acting as the liaison officer between the VDOT's pre-positioned contractors and the field management team.

Alabama Department of Conservation and Natural Resources (ADCNR), Disaster Management and Debris Monitoring, Alabama, 2011 – Mr. Hoyle served as the Project Manager for the disaster management and debris monitoring at Gunterville, Buck's Pocket, and Morgan's Cove State Parks following the crippling tornados of April 2011. The camp grounds were totally destroyed and massive amounts of debris were scattered in the roadways, trail systems, and fire lines. At peak, 90 crews were mobilized, managed, and monitored. Contract value totals \$1.5-million.

Calhoun County, Alabama, Tornado Recovery Operations, 2011 – During April of 2011, north/central Alabama, eastern Mississippi, northwest Georgia, and southeast Tennessee, were struck with a record-breaking number of crippling, deadly tornados. Thompson Consulting Services (Thompson) was selected by Calhoun County (County) to provide disaster response and recovery consulting services including grant administration and debris removal monitoring. Mr. Hoyle served as the Principal-In-Charge while supporting the

field management team's efforts to aid the County in a swift recovery.

Texas and Louisiana, Hurricane Ike Long Term Recovery, Infrastructure Repair and Grant Management Administration, 2008-2011 – Following the devastating impact that Hurricanes Ike made on the Texas and Louisiana coast, Mr. Hoyle implemented and managed over 15 large long term recovery, infrastructure repair, and grant administration programs in Texas and Louisiana and helping obtain over \$250 million FEMA PA, FHWA ER, and CDBG DR funds on behalf of local governments and agencies such as the Port of Galveston, City of Galveston, and Texas Department of Transportation.

Escambia County, Florida, BP Deep-water Horizon Oil Spill Response, 2010 – As oil threatened the beaches and waterways of Escambia County (Pensacola), FL during the summer of 2010, Mr. Hoyle deployed a team responsible for documenting and accounting for over \$10 million of contracted efforts to contain the oil and mitigate the environmental impact the oil spill made on beaches, waterways, and tourism.

Norman, Oklahoma, Ice Storm Deployment, 2008 – Following a crippling ice storm in Norman, Oklahoma in 2008, Mr. Hoyle served as the Principal in Charge for a program to document and account for contracted response, recovery, and debris removal operations initiated by the City. The effort documented and substantiated over \$3 million worth of eligible FEMA and FHWA funding.

Florida and Mississippi, Hurricane Deployment, Hurricane Katrina, 2005-2007 – Mr. Hoyle deployed teams to simultaneously respond to multiple local governments in Florida and Mississippi to provide debris monitoring and grant administration assistance. The effort documented and substantiated the removal of over 5,000,000 cubic yards of debris, representing \$175 million of FEMA and FHWA reimbursement to local governments.

Previous Employment Experience

Science Applications International Corporation (SAIC), Maitland, FL, 2009-2011 – Mr. Hoyle served as the Director of the Financial Recovery Services Division.

Beck Disaster Recovery (BDR), Maitland, FL, 2005-2009 – Mr. Hoyle was a company co-founder, owner and managing principal of the Response and Recovery Services division.



Eric Harrison

Post-event Operations Practice Manager

FIRM

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

EDUCATION

BS: Electronic Engineering Technology
Graduate Certificate: Geographic Information Science

EXPERIENCE

12 years

PROGAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B)
- FHWA ER Program
- Demolition Program Management
- Occupational Safety and Health Administration Implementation

Experience and Qualifications

Mr. Harrison has twelve years of experience assisting communities with disaster response and recovery efforts throughout the United States. He has lead and supported multiple debris operations through project management, mobilization of response teams, staging logistics, data management and permitting debris sites. Also, as a geographic information systems (GIS) specialist he has extensive experience in developing zone and routing maps for disaster recovery projects.

Project Experience

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 – Mr. Harrison served as a program manager overseeing project operations for debris monitoring services in three DTOP designated zones. He was responsible for ensuring all projects were operating in accordance with federal, state and local requirements and that project managers were operating consistently across the DTOP zones.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 – Mr. Harrison oversaw Thompson's debris removal monitoring operations throughout the State of Florida. He assigned and managed project and operations managers across all projects and ensured each had the resources necessary to complete efficient and effective debris removal

monitoring operations. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

City of Hialeah, Hurricane Irma Recovery Operations, 2017 – Mr. Harrison served as onsite project manager overseeing disaster debris removal monitoring operations in the City of Hialeah following Hurricane Irma. The recovery efforts included the documentation, collection and removal of over 211,704 cubic yards of debris.

Hurricane Matthew, Disaster Recovery Operations, Multiple States, 2016 - 2017 – Mr. Harrison oversaw Thompson's debris removal monitoring operations in five (5) states and 23 unique clients simultaneously. He assigned and managed project and operations managers across all projects and ensured each had the resources necessary to complete efficient and effective debris removal monitoring operations. Thompson provided debris monitoring and substantiation for more than 3.2M cubic yards of debris as a result of Hurricane Matthew.

South Carolina Department of Transportation, Severe Flooding, 2015 – Following severe statewide flooding in South Carolina, SCDOT contracted Thompson to provide debris removal monitoring services in 11 counties throughout the State. Mr. Harrison served on the Thompson management team responsible overseeing operations, staffing and controls on all active projects including the mobilization and demobilization of staff and resources throughout the State.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 – Winter Storm Pax impacted the State of South Carolina which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transportation (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Harrison served on the Thompson management team responsible overseeing operations, staffing and controls on all active projects. Thompson is scheduled to monitor, document, and substantiate reimbursement for the removal of 1,000,000 cubic yards of debris and the removal of hazardous limbs from 154,000 hazardous trees.



Hurricane Deployment, Hurricane Sandy, New Jersey, New York, 2012 – Mr. Harrison deployed teams to respond to Hoboken, NJ and Babylon, New York following Hurricane Sandy to provide debris monitoring using ADMS and grant administration assistance. Mr. Harrison performed quality control of field supervisors and monitors utilizing ADMS to certify equipment, credential new monitors, and track debris removal. Concurrently, Mr. Harrison also deployed a field team skilled in ADMS and special programs to manage the extensive documentation associated with the identification, removal, and inventory management of flooded vehicles and vessels in New York City.

Mississippi and Louisiana, Hurricane Deployment, Hurricane Isaac, 2012 – Mr. Harrison deployed teams to simultaneously respond to four local governments in Terrebonne Parish, LA, Denham Springs, LA, Hancock County, MS, and Jackson County, MS to provide debris monitoring and grant administration assistance. Mr. Harrison was responsible for the deployment and project specific configuration of handheld devices to each activated contract. The effort documented and substantiated the removal of nearly 100,000 cubic yards of debris in less than 45 days.

Virginia Department of Transportation (VDOT), Hurricane Irene Recovery Operations, 2011 – Mr. Harrison served as project manager overseeing disaster debris removal operations in the Richmond and Fredericksburg VDOT Districts which included six different residencies across the eastern part of state. The recovery efforts included the collection and removal of over 450,000 cubic yards of debris which was tracked and managed with TDMSweb.

City of New Orleans, FEMA Funded Commercial and Residential Demolition Program, New Orleans, LA, 2007-2011 – Between 2007 and 2011, Mr. Harrison served as the Deputy Project Manager of the City of New Orleans Residential and Commercial Demolition Program. He was responsible for preparing applications for two historic review committees for demolition requests and for carrying out all required procedures set forth in City ordinances prior to committee review. Also, using GIS software Mr. Harrison mapped demolition progress and managed a demolition database of nearly 3,000 properties. The program required coordinated cost tacking to 5 large Project Worksheets totaling over \$50 million in FEMA Public Assistance Funding.

Louisiana and Texas, Hurricane Deployment, Hurricanes, Gustav, and Ike, 2008-2010 – Following the devastating impact that Hurricanes Gustav and Ike made on the Louisiana and Texas coast, Mr. Harrison supported the debris monitoring operations in New Orleans as well as providing GIS support for multiple field operations in Texas.

City of Waveland, Mississippi, Hurricane Deployment, Hurricane Katrina, 2005-2007 – Mr. Harrison served as GIS specialist and assisted the City of Waveland, MS with developing zone maps, conducting damage assessments and leaner and hanger debris removal programs following Hurricane Katrina.

Pembroke Pines, Florida, Hurricane Deployment, Hurricane Wilma, 2005-2006 – Mr. Harrison served as the operations manager and assisted in the deployment of an immediate response team to provide storm debris cleanup and recovery planning on behalf of the City of Pembroke Pines, FL in response to Hurricane Wilma. He also assisted in the development of zone and routing maps for the City's recovery efforts.

South Florida, Hurricane Deployment, Hurricanes Charley, Frances and Jeanne, 2004-2005 – Mr. Harrison was a part of a response team to provide immediate on-site assistance and a wide range of disaster recovery management and storm debris clean-up monitoring services to aid multiple South Florida communities in making a quick recovery. Mr. Harrison assisted with surveying areas for special collection needs such as tree stumps, hazardous trees and construction and demolition (C&D) debris.

Training and Certifications

- Occupation Safety and Health Administration (OSHA) 7600 Disaster Site Worker
- Occupation Safety and Health Administration (OSHA) 10-hour Construction Safety
- Federal Emergency Management Agency (FEMA) IS-700a – NIMS An Introduction
- ArcGIS 9.x and ArcGIS Server 9.x
- ArcGIS Spatial and Network Analyst



Connie Stewart

Field Operations Supervisor

FIRM

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

EXPERIENCE

10 years

PROGAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FHWA ER Program

Experience and Qualifications

Ms. Stewart has thirteen years of experience supporting and managing debris monitoring operations throughout the United States. She has worked extensively on private property debris removal programs as well as, right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal programs in some of the largest areas impacted by debris generating events in the last decade.

Project Experience

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 –

Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Ms. Stewart served as the project coordinator overseeing day-to-day personnel management for various debris programs.

Lee County, Florida, Hurricane Irma Recovery, 2017 - 2018 – Ms. Stewart served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the Lee County, including the City of Fort Myers and the Town of Fort Myers Beach. The County performed both hazardous tree and limb removal, right-of-way (ROW) and waterway collection programs on County maintained roadways/waterways. Overall, Thompson substantiated more than 2.4 million cubic yards of vegetative debris.

City of Ormond Beach, Florida, Hurricane Matthew Recovery Operations, 2016 - 2017 – Ms. Stewart served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of Ormond Beach following Hurricane Matthew. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on City maintained roadways.

Galveston County, TX, Hurricane Debris Removal

Monitoring, 2008 – In 2008, Ms. Stewart served as a field operation manager for the Galveston County debris monitoring effort. Ms. Stewart managed a field team responsible for monitoring the removal of debris from the Bolivar Peninsula off of Galveston County.

Norman, Oklahoma, Ice Storm Deployment, 2008 –

Following a crippling ice storm in Norman, Oklahoma in 2008, Ms. Stewart served as a field supervisor overseeing daily activities of a group of debris removal monitors and ensuring project compliance.

Training and Certifications

- OSHA 29 CFR 1910.120 40-Hour HAZWOPER Training



SECTION 5

STAFFING, RECRUITING & TECHNICAL APPROACH

Response Time by Task

Thompson is prepared to meet and or exceed the technical requirements, including but not limited to the ability to supply an initial workforce of 20 monitors within 24 hours of notification to proceed. In most cases, Thompson will deploy our project team in anticipation of receipt a notice to proceed so that we can be responsive to the Town's needs and effectively manage the deployment of personnel and resources. For example, if the Town is within a cone of certainty for severe weather, Thompson will deploy a representative to meet with the Town 48 to 72 hours prior to the anticipated event. Thompson's response times by task are summarized in the table below.

Table 5-1: Thompson Task Response Times

Response Time	Task Description
Immediately after notification	Thompson will report to the Town's EOC or Contract Management Center
No more than 48 hours after notification	Thompson ready to assist the Town with truck certification
No more than 48 hours after notification	Thompson ready to staff public drop-off sites and other Town locations
No more than 48 hours after notification	Thompson to have monitors ready for ROW debris removal operations
No more than 72 hours after notification	Thompson to have monitors ready for hazardous tree removal operations

Prior to known events, Thompson will stage personnel and equipment either in or as close as possible to the Town. Upon receipt of a Notice-to-Proceed, Thompson will deploy the following project initiation teams to the Town responsible for the Town's contract deliverables:

- Project Quality Assurance Team
- Project Administrative Team

Project Quality Assurance Team

The Project Quality Assurance Team will consist of the Project Manager and six to ten Field Supervisors, based on the severity of the event. In addition to providing surge support to the Town, the Project Quality Assurance Team will serve as the field project management team. The Project Quality Team will be deployed with equipment kits to accommodate all Field Staff.

Project Administrative Team

The Project Administrative Team will consist of administrative/human resource employees. The Project Administrative Team will be temporarily deployed to the Town to support the monitor on-boarding process, including:

- Employee application reviews
- Drug testing and Department of Motor Vehicle records checks

- Health and Safety Plan Implementation
- Debris Monitor Training

Local Hiring Policy

Town residents will receive the first right of refusal to fill all available temporary field monitoring positions. To the extent possible and in the spirit of the Stafford Act, Thompson will identify, recruit, onboard, and train residents of the Town to participate in the Town's recovery efforts as debris monitors. This effort will help residents participate in the Town's recovery efforts with a meaningful impact and earn a competitive hourly wage. If local residents are not available, Thompson will access our national network of previously trained, experienced debris monitors to fill available field positions. Thompson begins the process of recruiting and on-boarding immediately.

Thompson has a rigorous process for selecting field staff. In addition to meeting the Town's minimum requirements, Thompson requires all candidates to:

- Have the ability to work in the outside elements for long periods of time; (this may include standing outside for the duration of daily debris removal (rain or shine)
- Have a flexible schedule with the availability to work up to 12 hours a day and seven days a week; may be required to work some days in excess of 12 hours
- Be able to travel to various work locations within the recovery area
- Have a valid driver's license, proof of insurance, and pass a motor vehicle record check
- Own a working vehicle and cell phone
- Pass mandatory new hire and random drug screening
- Attend mandatory Thompson safety training
- Attend mandatory Thompson debris monitoring training

In accordance with FEMA PAPPG, Thompson will train debris monitors, Town employees, and other project stakeholders to have a complete understanding of the roles and responsibilities of the debris manager, including:

- Accurate and objective debris estimating techniques
- Process for determining debris eligibility: (1) threat to public health/safety, (2) direct result of the disaster event, and (3) existing in the public right-of-way
- A comprehensive understanding of all phases of debris management operations, including loading sites, Debris Management Site's (DMS), and final disposal locations
- The ability to differentiate between debris types and be able to properly fill out a debris load ticket
- Understanding of Collection Site and DMS safety procedure
- Understanding of the Thompson Field Health and Safety Plan
- Understanding of the terms, conditions, and scope of the Town debris removal contract and other disaster specific guidance provided by FDEM, FEMA, and the Town

Technical Approach

The Town's location along the Gulf of Mexico in Southwest Florida makes it imperative for the Town to maintain a high level of all hazards disaster awareness and preparedness. Consequently, the Town is seeking proposals from qualified consultants to provide debris removal monitoring support on a stand-by, as needed basis to comply with the following agency grant programs and requirements:

- Federal Emergency Management Agency (FEMA) Public Assistance (PA)
- Federal Highway Administration (FHWA) Emergency Relief (ER)

- Florida Division of Emergency Management (FDEM)
- US Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS)
- US Department of Housing and Urban Development (HUD)
- US Fish and Wildlife
- All other applicable state and local ordinances

Thompson has functionally organized its technical approach by task predicated on the various debris streams and programs that can be expected based on our experience monitoring and documenting large scale debris removal operations. Thompson will tailor our approach to the Town's debris recovery effort based on the unique challenges of the Town's specific future disaster. Our tasks and approach can be modified and scalable to address both large and small scale events and our mobilization times can be either compressed or extended based on the needs of the Town and the public. Thompson will execute the proposed tasks described below with our ADMS hardware and software system, Thompson Data Management Suite (TDMS), which is outlined in Tab 6, Data Management.

Table 5-2: Mobilization Method and Approach

Task / Mobilization Time	Description
1. Debris Program Implementation	
Within twenty-four (24) hours from notification date	Program Management Team will report to the Town 48 hours prior to known disaster events and within 24 hours passage of no-notice disaster events. Thompson will implement a program based on the specific needs of the Town, feedback from debris removal contractors, and debris estimates developed through the preliminary damage assessment.
2. Onboarding and Training of Employees	
Within forty-eight (48) hours from notification date	Thompson performs Motor Vehicle Reports (MVR's) and drug testing on all field staff.
3. Health and Safety Plan Implementation	
Within forty-eight (48) hours from notification date	Health and Safety Plan will be periodically reviewed and updated to address any disaster specific hazards. Thompson's safety program is focused on the safety of Thompson monitors and field personnel.
4. Measure and Certify Trucks by FEMA PAPP Standards	
Within forty-eight (48) hours from notification date	Thompson will certify contractor equipment once a contractor crew schedule is reviewed and approved by the Town.
5. Deploy Loading Site Collection Monitors	
Within forty-eight (48) hours from notification date	Thompson will deploy a collection monitor to each debris removal crew. Based on our planning assumption, we expect many of the crews to be tandem, self-loading trucks or two to three trucks paired with a single loading device.
6. Monitor the Removal of Leaning Trees, Hanging Limbs, and Hazardous Stumps	
Within forty-eight (48) hours from notification date	Thompson will document the removal of hazardous trees and limbs to meet all requirements outlined in FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide (PAPP).
7. Deploy Debris Management Site Monitors	
Within forty-eight (48) hours from notification date	Thompson will coordinate with the Debris Contractor to ensure that the Town's Debris Management Sites (DMS) meet all FDEP requirements.
8. Deploy Field Supervisors / Field Supervisors	

Task / Mobilization Time	Description
Within forty-eight (48) hours from notification date	Thompson will deploy one (1) Field Supervisor for every ten (10) collection monitors to appropriately supervise collection operations. The 1:10 supervisor to monitor ration is encouraged by FEMA.
9. Damage Complaint Tracking	
Concurrent with field operations	Thompson will assign a unique work order to each damage complaint and track the actions taken, responsible sub-contractor, and satisfactory/unsatisfactory resolution in a report, by Service Area that may be tracked through GIS.
10. FEMA Consultation	
Within seventy-two (72) hours from Federal Declaration	Applicant kickoff generally takes place within one week of the federal disaster declaration, which is imminent.
11. Ordinance Review to Determine Best Method to Perform Private Property Debris Removal (PPDR)	
2-3 weeks after debris operations begin (subject to need)	Thompson management staff has experience analyzing and designing PPDR programs based on Voluntary/Right-of Entry, Imminent Danger of Collapse, and Public Nuisance Programs.
12. Private Property Debris Removal Monitoring	
TBD, based on input from FDEM and FEMA	PPDR programs may include vegetative and C&D debris, as well as leaners, hangers, stumps, and structural demolitions.
13. Specialized Debris Removal Monitoring	
TBD, based on input from Town, FDEM, and FEMA	Thompson management staff has experience with the operational methods to properly document special debris removal programs such as removal of debris from waterways and lakes, vessel and vehicle removal, and the removal of debris and sediment from storm drains, catch basins and other public facilities.
14. Accumulate Daily Field Data	
Immediately following the start of ROW and hazardous tree programs	Thompson will maintain field data for all debris recovery programs monitored. Debris removal data will be organized by debris type, road type, and program
15. Reconcile Contractor Invoices	
Weekly following the start of ROW and tree programs	Thompson will comply with the invoicing and payment term in the debris removal contract.



1. Debris Program Implementation

The Thompson Management Team will assist the Town in overseeing the debris management operations, obtaining proper approvals for special debris removal programs, and providing in-depth working knowledge of a variety of recovery operations, USACE debris management guidelines, and FEMA eligibility and reimbursement guidelines. Thompson will work with the Town to develop a project management plan to ensure that contracted debris removal is properly documented to substantiate FEMA PA, FHWA ER, and NRCS funding. Some of

the initial considerations will include, but not be limited to:

- Single/multiple debris removal contractors
- Debris removal contractor rates and specifications
- Debris estimates, by collection zone
- Debris removal from gated communities
- Crew/Monitor Estimates, by collection zone
- Onboarding and safety training locations and procedures
- Operations Manager/Supervisor Assignments
- Progress reporting distribution lists and protocols

Proposed Meetings

Thompson is prepared to meet with the Town Debris Manager, Town Stakeholders, and representatives from FEMA, FDEM, FDEP, and other agencies on a daily basis at a time and location specified by the Town. To the extent necessary, Thompson will help the Town secure a meeting location. Thompson recommends that project stakeholders conduct a daily briefing while the EOC is fully operational and re-evaluate the frequency of meetings after the first 10 days of project operations.

Methods for communicating with Town Emergency Staff and Teamwork Assignments

Throughout the project, the Thompson Project Manager will identify critical path functions that will require close coordination between the Town and Thompson. These may include:

- Public Information
- Private Property Issues
- Special Needs Assistance
- Information on FEMA
- Damage reports and resolution

Thompson will identify a lead for each function to serve as a direct interface with the appropriate Town staff on each issue. The Thompson team member will be available in person, by phone, or email to communicate with the Town and project stakeholders. To the extent that cellular connectivity is not available, Thompson will secure alternative communications methods (radios, satellite, etc.).

2. Onboarding and Training of Employees

Following an event, Thompson will establish a local office in the Town from which to perform recruiting, onboarding, and training. These activities will be coordinated and supported from our headquarters in Lake Mary, Florida. Thompson will also make every effort to hire residents from within the Town to serve as debris monitors. This effort will help skilled residents participate in the Town's recovery efforts with a meaningful impact and earn a competitive hourly wage.

In accordance with FEMA FP-104-009-2, Thompson will train debris monitors, Town employees, and other project stakeholders to have a complete understanding of the roles and responsibilities of the debris manager, including:

- Accurate and objective debris estimating techniques
- Process for determining debris eligibility: (1) threat to public health/safety, (2) direct result of the disaster event, and (3) existing in the public right-of-way
- A comprehensive understanding of all phases of debris management operations, including loading sites, Debris Management Site's (DMS), and final disposal locations
- The ability to differentiate between debris types
- Understanding of Collection Site and DMS safety procedure
- Understanding of the Thompson Field Health and Safety Plan
- Understanding of the terms, conditions, and scope of the debris removal contract and other disaster specific guidance provided by the Town, FDEM, FDEP, and FEMA

3. Health and Safety Plan Implementation

Thompson is the only debris monitoring firm that performs drug screening and motor vehicle operating record reviews for our employees, including temporary field staff. This practice results in a team of

monitors that is both safe and committed to quality. In addition, Thompson deploys a quality assurance team to each of its projects to ensure that certain quality standards are being upheld, regardless of the operating conditions and climate.

At project initiation, Thompson will implement a Health and Safety Plan (HASP) that outlines site-specific precautions to be taken to avoid and mitigate the risk of hazards associated with work performed in the elements, around heavy equipment, near tree work, and close to vehicle traffic. The HASP will outline that work performed on the project shall comply with all applicable OSHA, State of Florida, and all other safety requirements provided by FEMA and its authorized contractors. Thompson will also provide the following personal protective equipment to collection monitors, debris management site monitors and field supervisors:

- Hard hat
- Reflective vest
- Safety glasses
- Hearing protection

In addition, Thompson will ensure that all collection monitors, debris management site monitors and field supervisors report to work with the following personal protective equipment and communication equipment:

- Cell phone
- Protective shoes
- Long pants
- Hot, cold, and/or wet weather gear
- Sunscreen and supply of bottled water

Thompson's safety program is focused on Thompson monitors and field personnel. The safety of debris removal crews is the responsibility of the debris removal contractor(s).

4. Measure and Certify Trucks by FEMA PAPPG Standards

Thompson will complete equipment check-in and certification of trucks and other equipment mobilized by the Contractor so that debris removal operations can be recorded and substantiated in accordance with the terms, conditions and unit rates in the Town's debris removal contract. In order to comply with these standards, Thompson has observed and recorded the following information during truck certifications:



- Valid driver's license of truck operator
- Valid truck registration and insurance
- Volumetric capacity of the inside of the loading container
- Calculated deductions of volumetric capacity for dog boxes, round container bottoms, and other volumetric capacity reductions
- Brief physical description of the truck
- Photographs of the truck, container, and driver

Thompson will assign a unique identification number to each truck and a placard with the truck number will be affixed to each side of the debris removal truck.

5. Deploy Loading Site Collection Monitors

Thompson will deploy a debris removal collection monitor for each mechanized piece of loading equipment deployed by the Contractor unless multiple debris loading operations can be safely and substantially observed and documented by a single monitor. The Collection Monitor's primary responsibility is to observe, document, and substantiate the removal of eligible storm debris from Town ROW and other collection zones identified and approved by the Town. Eligible debris may include, but is not limited to:

- Vegetative debris
- Construction and demolition (C&D) debris
- Hazardous waste
- Household hazardous waste
- White goods
- Vehicles and vessels
- Putrescent debris
- Infectious waste
- Chemical, biological, radiological, and nuclear contaminated debris

The Thompson collection monitor will be responsible for:

- Ensuring that only eligible, disaster related debris is removed for loading and hauling from approved public areas
- Ensuring that debris collected is in accordance with the regulations, safety considerations, and contract terms of the specific waste stream (i.e. hazardous waste is not loaded into container of clean vegetative debris, etc.)
- Recording the time, date, disaster number, truck number, and loading location using ADMS
- Issuing load ticket to driver when loading container is fully loaded
- Ensuring that debris loads are contained properly in the loading container prior to the departure of the truck from the loading location to the DMS
- Checking for safety considerations and areas of potential problem (school zone, utility meters, power lines, mailboxes, etc.) and reporting potential issues the Thompson Field Supervisor
- Recording and reporting any damages caused to streets, curbs, utility meters, mailboxes and other public property as a result of debris removal operations including photos, owner information, and circumstances of the damage
- Ensuring all white good and Freon containing appliances are sorted and ready for Freon removal on site or separate transport for Freon removal before final disposal
- Certifying household hazardous wastes are segregated, handled, loaded and hauled in accordance with environmental laws and local, state, and federal regulations. HHW must be handled by specialists licensed by FDEP
- Ensuring work area is clear of debris to the specified level before equipment moves to a new loading area
- Other duties as directed by the debris management project manager or designated Town personnel

6. Monitor the Removal of Leaning Trees, Hanging Limbs, and Hazardous Stumps

Thompson anticipates beginning hazardous tree removal operations prior to or concurrent with Right-of-Way debris collection. By getting the bucket trucks out ahead of the debris removal trucks with hazardous tree and limb removal, the overall collection operation will be more efficient. Thompson will ensure that hazardous stumps are pre-approved by FEMA and that the stump removal process is documented to

include before and after photographs and GPS coordinates. The Thompson leaner, hanger, and stump monitor will be responsible for:

- Ensuring that only eligible leaners, hangers, and stumps are removed as defined by FEMA PAPPG from approved public areas
- Recording the date, GPS location, physical address, and time that the work was performed
- Measuring the eligible tree work in accordance with the Town's contract
- Photo documenting the work performed to facilitate an audit ready paper trail for FEMA review

7. Deploy Debris Management Site Monitors

Thompson will work with the Town and its contractor to establish the appropriate number of Debris Management Site (DMS) and staff it with a DMS Monitor. DMS Monitors are responsible for completing the load transactions and recording debris volumes for loads that have been transported to the DMS for processing and storage or final disposal. DMS Monitors are responsible for observing and recording the following information:



- Debris classification
- Debris load call/volume estimation
- Truck unloading time and date
- Spot check photographs of loads before and after unloading as a Quality Assurance measure for load call methodology and to insure that trucks are completely unloaded at the DMS
- Ensure white goods and Freon containing appliances are sorted and ready for Freon removal
- Document that white goods are cleaned and processed to remove putrescent debris inside and remove all oils, solvents, and refrigerants
- Ensure hazardous and household hazardous wastes are segregated, handled, stored, and disposed in accordance with environmental laws and local, state, and federal regulations
- Document and immediately report any improper segregation of hazardous waste debris
- Ensuring site safety and security

Debris Disposal Diversion

Thompson will work with the Town and FDEP to develop a recycling/debris diversion plan that minimizes the amount of potentially recyclable debris that is disposed of at landfills. White goods, e-waste, metals, vegetative and other types of debris may be processed and recycled. Thompson will ensure that salvage operations are documented separately to substantiate retainage of salvage proceeds in accordance with the FEMA Alternative Procedures Pilot Program for Debris Removal.

8. Deploy Field Supervisors

Thompson will deploy Field Supervisors at a 10 monitor: 1 supervisor ratio to efficiently and effectively oversee, document, and substantiate debris removal efforts. Thompson Field Supervisors will:

- Be prepared to operate a minimum of 12-14 hours per day, 7 days per week
- Verify that only eligible debris is being removed from designated public ROW and public property within assigned collection zones
- Maintain regular communication with and ensure that collection monitors are authorizing the collection and removal of eligible debris from approved public areas

- Confirm the completeness and accuracy of load tickets and field documentation generated by Thompson field staff to substantiate debris removal operations

9. Damage Complaint Tracking

Thompson field supervisors will have the primary responsibility for damage report tracking and resolution. Thompson will assign a unique Work Order number to each damage complaint and will track the Work Order by the GPS coordinate of the complaint. A map will be maintained of all damage related Work Orders. Thompson will maintain the following information for each damage complaint Work Order and organize Work Orders by Precinct:

- Work Order point of contact
- Responsible contractor/sub-contractor
- Photographs of damage
- Description of actions taken by the responsible party
- Photographs/other evidence of repair
- Cost summary, if available

10. FEMA Consultation

To the extent that it is required by the Town, Thompson will serve as a liaison between the Town, FDEM and FEMA to document and demonstrate that debris removal, response and recovery activities are eligible, allowable, and in compliance and in compliance with FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide.

Thompson will work with the Town, FDEM, FEMA Region 4, and FEMA Headquarters to facilitate a transparent, well documented partnership throughout the recovery effort. This will allow Thompson to integrate Disaster Specific Guidance (DSG) issued from FEMA into the Town's debris removal efforts, and pro-actively create a positive working relationship with participating stakeholder regulatory agencies.

To the extent necessary, Thompson will provide the Town with first and second appeal support for unfunded or de-obligated disaster related projects or initiatives that the Town and Thompson mutually agree may be determined eligible by FEMA based on a re-review of existing project documentation or other review of new information presented to substantiate the eligibility of the project.

11. Ordinance Review to Determine the Best Method to Perform Private Property Debris Removal

Thompson's proposed management team has previous experience with reviewing local ordinances and designing a private property debris removal (PPDR) program that demonstrates and documents that local governments have the legal authority (and FEMA eligibility) to perform a variety of debris removal programs on private property. We have performed comprehensive PPDR ordinance feasibility reviews and PPDR program implementation in Alabama, Mississippi, Louisiana, and Florida. In order to ensure that the PPDR program is successful, Thompson will have the following objectives during ordinance review:

- Identify an ordinance that clearly grants the Town with the authority to enter private property to remove and dispose of debris, such as a nuisance abatement or public nuisance ordinance. This is critical in order to establish legal authority and FEMA eligibility.
- Establish a multi-step process to ensure that all proper notifications are made to property owners.

- Develop a public outreach plan to ensure that Town residents in need are able to participate in the program.

12. Private Property Debris Removal Monitoring

Upon review and approval of a proposed PPDR program by FDEM and FEMA, Thompson will implement and document the program to maximize available reimbursement. PPDR programs may include:

- Vegetative, construction and demolition (C&D), and mixed waste debris removal
- Residential and commercial structural demolitions
- Leaner, hanger, and stump removal



In managing, monitoring, and documenting PPDR programs, Thompson will develop a property identification number for each property. Each property will have a PPDR “packet” that documents the following information:

- | | |
|---|--|
| • Ordinance granting legal authority under which the private property debris removal work was performed | • FEMA Historic Preservation (HP) review and approval |
| • Documentation of all necessary actions taken to satisfy the requirements of the ordinance | • Documentation of asbestos abatement (if necessary) |
| • Notification to property owner | • Documentation of utility disconnections (if necessary) |
| • Posting on property | • Field documents and site schematic documenting eligible work performed |
| • Executed Right-of Entry Agreement | • Before/after photographs |
| • FEMA/FDEM Approval | • Property close-out documentation |

13. Special Debris Removal Monitoring

The damage caused by hurricanes often necessitate the need for special debris removal programs which include, among others:

- Waterway debris removal
- Debris removal from storm drains and catch basins
- Abandoned vehicle/vessel removal

To the extent necessary, Thompson management staff will review existing maintenance records to establish the pre-disaster conditions and ensure compliance with FEMA policy and work with the Town’s contractors, FEMA, FDEP, NRCS and other regulatory agencies to expeditiously remove storm generated debris from affected public facilities.

Special debris program monitors will be responsible for:

- Demonstrating that the debris/sediment/vehicle presents a hazard or immediate threat to public health and safety
- Ensuring that only eligible debris is removed as defined by FEMA PAPPG from approved public areas

- Ensuring that contaminated debris/soil is handled, processed, and disposed in accordance with the type of contaminant
- Verifying that any contaminated disaster-related debris is addressed by the specialist from FDEP and/or EPA and managed appropriately in the designated areas
- Recording the date, GPS location, physical address, and time that the work was performed
- Measure the eligible debris removal in accordance with the Town's contract (i.e. linear foot)
- Ensuring vehicles or vessels are abandoned, e.g. the vehicle or vessel is not the owner's property and ownership is undetermined
- Verifying and documenting the chain of custody, transport and disposal of the vehicle or vessel
- Photo documenting the work performed to facilitate an audit ready paper trail for FEMA review

14. Accumulate Daily Field Data

Thompson uploads daily debris collection and disposal information from our ADMS system into a secure electronic disaster debris data management system that summarizes debris quantities to include collection and disposal information by date, debris type, collection zone, and collections and disposal location.

Thompson will plot daily collection totals using GIS software and provide the Town with a map of daily collection operations and cumulative debris removal to date. Thompson's graphical reporting tools can provide the Town with the collection information needed to make critical decisions and report progress to the public.

In addition the Thompson data management system will serve as an electronic clearinghouse for photographs, electronic "ticket" transaction images, and other field reports developed to document the debris removal operation.

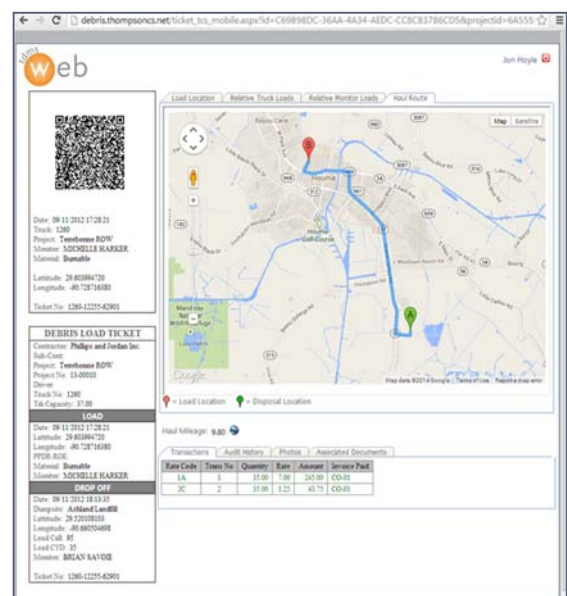
The following information further outlines Thompson's data management operations and capabilities. Our scalable approach has been developed to accommodate both small and large scale activations and multiple debris removal contractors.

Data Management, Project Tracking, and Computer Accountability Programs

Thompson utilizes technology as integral part of its approach to providing debris removal monitoring services for purposes of quality assurance/quality control (QA/QC), contractor invoice reconciliation, and reporting. Each day Thompson queries and reviews truck certifications, load transactions, and unit rate transactions. This data is then used for the following purposes.

Quality Assurance/Quality Control

A critical component of the debris removal monitoring firm's responsibilities is to identify and correct any impropriety that may occur in the debris removal process. To do this, Thompson leverages its data



management system to provide QA/QC through standard data queries. Such queries and parameters include:

- Count of loads by collection truck
- Trip time per load
- Trip distance
- Average load call by truck
- Average load call by disposal monitor
- Count of loads by collection location

Reporting

The final tool employed by Thompson through its data and document management system allows us to timely report progress of debris removal to the Town. This reporting tool is flexible and can be tailored to report debris removal by any number of parameters. In the past we have reported debris removal according to the following:

- Percent of total estimate complete
- By GIS grid
- By Service Area
- By voting precinct
- By political district (council districts, commission district, etc.)
- FEMA eligible versus state aid eligible
- Quantity by DMS
- By material type (vegetative, C&D, white goods, etc.)

Thompson will review the QA/QC reports each day to identify anomalies. In most cases these anomalies are explained through investigations of circumstances surrounding the irregularity. Our experience has shown that the mere fact that debris removal contractors and monitors are aware that such metrics are being monitored deters impropriety.

In addition to the cumulative debris collection and financial report, Thompson will coordinate with the contractor to provide morning summaries that will address the following:

- Number of crews deployed
- Types and quantities of equipment deployed
- Equipment/crew/monitor assignments (area/zone)
- Status of DMS operations
- Changes in operational status or problems encountered since previous report

Daily, Thompson and the contractor will provide summaries that will include:

- Overall status of debris removal operations
- Actual number of crews/monitors deployed that day
- Issues or problems encountered in the field

15. Reconcile Contractor Invoices

Thompson will perform a thorough review and reconciliation of contractor invoices submitted to the Town. In order for contractor payments to be verified as accurate and correct Thompson verifies truck

certification, load transactions and unit rate transactions with its database. The reconciliation will include a review of the collection date, time, and location, as well as the debris volume, disposal time and location submitted by the Contractor against the data maintained by Thompson on behalf of the Town. Upon completing the verification of each record being claimed for payment, Thompson will render a payment recommendation to the Town. Thompson's payment recommendation will include the following:

- A copy of the contractor invoice
- Invoice back-up organized by program, date, service type, contract line item, and location
- A summary of discrepancies identified
- A payment recommendation report
- A cover letter summarizing the reconciliation findings and payment recommendation

Added Value Benefits

Emergency Management Planning and Training

Part of Thompson's commitment to pre-positioned clients is providing planning and training services to the communities we serve. Our team is constantly expanding education, training, and field experience in the disaster debris monitoring, grant management, and emergency management fields and will share their knowledge with Town leadership and staff. Following contract award, Thompson will coordinate training schedules with the Town to provide departments and key staff members training which will address prioritized topics, as requested by the Town. Thompson can provide a variety of planning services, training programs, and tools and templates that can be utilized by the Town in future disasters, or participate in exercises related to the Town's disaster preparedness, response, and recovery.

A listing of sample services that can be provided to the Town is outlined in the following table.

Table 5-3: Emergency Management Planning and Training Services

Service	Description
1. Mitigation Planning and Support	Review hazard mitigation plans (HMP) and provide the Town strategies to implementing long-term resiliency measures. Conduct or train Town staff to prepare Benefit-Cost Analysis, provide project management support, train Town staff in environmental and historical requirements of mitigation programs, and augment Town staff to complete mitigation applications and projects.
2. Comprehensive Emergency Management Planning	Review and provide revision recommendations for Emergency Operations Plan (EOP), Continuity of Operations Plan (COOP), and/or additional requested Town plans. Provide Town with written and exercised guidance to assist in future disasters and emergencies.
3. Disaster Debris Management Plans (DDMP)	Provide hands-on guidance during the Town's planning strategies. Update regularly to ensure accuracy and maintain Town's eligibility for increased federal PA cost-share under the FEMA PAAP Pilot Program and FEMA PA Program and Policy Guide.
4. FEMA Public Assistance (PA) Training	Conduct training courses on the FEMA PA program for Town officials and key departments expected to incur costs. Discuss eligibility and documentation requirements, as well as best-practices to help maximize likelihood of receiving reimbursement while minimizing the Town's administrative burden.
5. Identification of Debris Management Sites	Identify and rank multiple potential DMS sites and submit to Town for approval and action.

Service	Description
6. Procurement Assistance	Offer procurement assistance related to contracting with debris removal contractors, engineering or architectural firms, and additional contractors relevant to the Town's response and recovery efforts. Thompson will ensure procurements are in compliance with Town, FDEM, and FEMA requirements so that funding is not jeopardized due to improper procurement practices.
7. Project Management	Provide long-term project management support for permanent work projects, mitigation activities, and other grant-funded projects. Management of task forces assigned to project, Town stakeholders, and Town contractors.
8. Executive Guidance to Town Commissions, Boards, and Panels	Subject-matter and program management expertise to ensure Town leadership is knowledgeable of the Town's response and recovery status as well as involvement in federal programs.
9. Public Information Support	Provide technical support and assistance in the development and disbursement of public information notices. Conduct community outreach meetings, host telephone call centers, and provide general public relations support as requested.
10. Other Training and Assistance as Requested by the Town	Thompson is prepared to provide additional training or assistance requested by the Town as related to debris removal and monitoring, grant management, emergency management, and additional Town concerns that may arise.
11. Other Reports and Data as Required by the Town	Thompson utilizes numerous reports and data sources in our daily operations serving local governments. Thompson is prepared to deliver or prepare reports and data that may be required by the Town.

SECTION 6

DATA MANAGEMENT

Thompson's Automated Debris Management System (ADMS)

Thompson will execute debris removal monitoring services with our ADMS hardware and software system, Thompson Data Management Suite (TDMS). TDMS has been successfully deployed over the past five (5) years and utilized by state, county/parish, and municipal clients in Florida, Georgia, Louisiana, Alabama, South Carolina, Texas and New York to electronically document debris removal, hazardous tree work, vehicle recovery, and private property debris removal. *Thompson owns and maintains TDMS and does not lease any part of our ADMS solution from an alternate provider.*

TDMS has been field proven on multiple large scale recovery operations. In 2017, when Hurricane Harvey and Hurricane Irma made landfall within two weeks of each other, Thompson simultaneously ran project operations in Texas and Florida, covering over 53 client activations. In 2016, when a massive flooding event devastated the greater Baton Rouge area of Louisiana and Hurricane Matthew struck the Atlantic Seaboard of the United States, Thompson was simultaneously activated by twenty five (25) county and city governments in Louisiana, Florida, Georgia, South Carolina, North Carolina, and Virginia. In addition, the Georgia Department of Transportation activated Thompson in eleven (11) counties, and the South Carolina Department of Transportation activated Thompson in seven (7) counties. At our peak operating period in the fall of 2016, Thompson was actively monitoring debris removal operations by ten contractors working in a forty three (43) county/parish area across six (6) states.

Thompson maintains over 1,300 TDMS*mobile* units on hand and has access to additional units within 24 hours of notification when necessary. As demonstrated in during Thompson's 2017 response to Hurricane Irma on behalf of the Town of Fort Myers Beach, we have the equipment and resources available to be extremely responsive to the Town.

Project Execution Utilizing TDMS

TDMS is a collection of hardware, software and communications infrastructure for the management of data and documents related to disaster recovery. The TDMS collection includes our hardware solution or handheld device, TDMS*mobile*, which allows us to capture data in the field and provide near real-time analysis through our software solution, TDMS*web*, which is a variety of web-based software applications that serve as the backbone for data storage and management. The TDMS*mobile* solution meets the USACE ACI standard for ADMS and is configured to document a variety of debris removal activities and programs including the following:

- Truck Certification
- Right-of-Way (ROW) Collection
- Tree Work (L/H/S)
- Private Property Debris Removal (PPDR)
- Demolitions
- Haul Out/Disposal
- Project Administration
- Monitor Management

Figures 1 - 4 provide graphical depictions of the TDMS*mobile* solution and its components.

FIGURE 1



Motorola ES400 running
TDMSmobile.

FIGURE 2



Employee badges utilize QR
coding for identification
ticket development.

FIGURE 3



Paper tickets are created
with encrypted QR code to
transmit information/data.

FIGURE 4

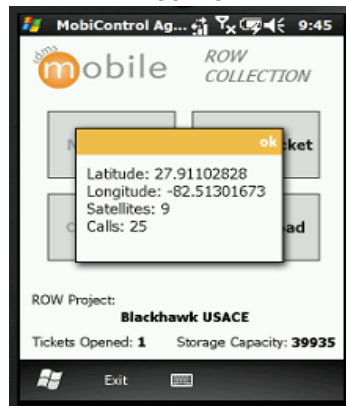


RW 220 hip belt printer uses
direct thermal laser technology

TDMSmobile provides enhanced quality control through geofencing, geocoding, and location verification. The handheld device and system have configurable security settings to protect use and data. Specified locations, such as debris pickup and disposal sites, are captured by the GPS capabilities of the handheld and verified in the web-based system. This enhanced level of accuracy and corroboration increases the efficiency and production of debris removal operations. To date we have observed cost savings to our clients ranging from 20 – 30 percent with the use of our ADMS solution.

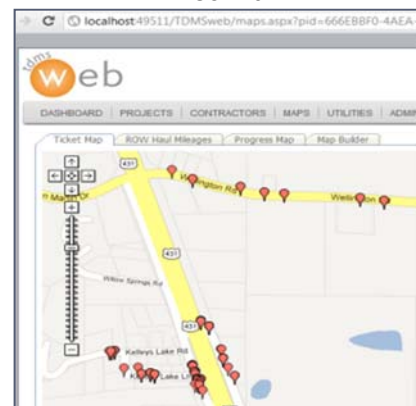
Figures 5 and 6 provide an example of the interface between TDMSmobile and TDMSweb.

FIGURE 5



Handheld device GPS location capture and
verification

FIGURE 6



Mapping interface provides users with Google maps
functionality for point-and-click data access

TDMSweb a web based application that servers as the backbone of the TDMS for storage and data management while providing access to viewing, querying, sorting, reporting, mapping and managing project related data and documents. In addition, Thompson is able to control access to TDMSweb and what permissions (read, read/write, etc.) users have through credentialing.

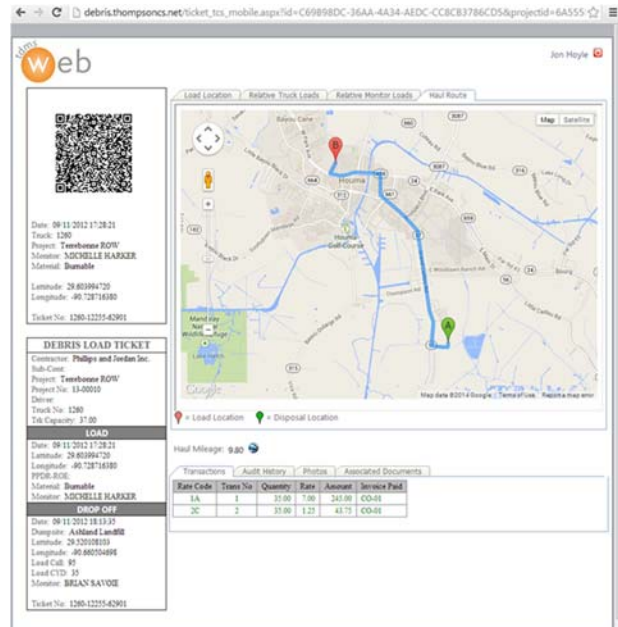
The following figures (7 to 10) provide graphical highlights and depictions of TDMSweb and its components.

FIGURE 7



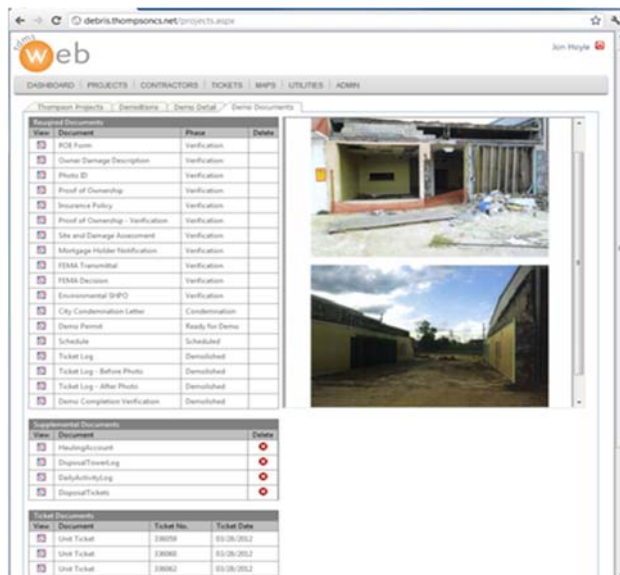
TDMWeb dashboard displays summary project statistics online with the ability to drill down to varying levels of detail.

FIGURE 8



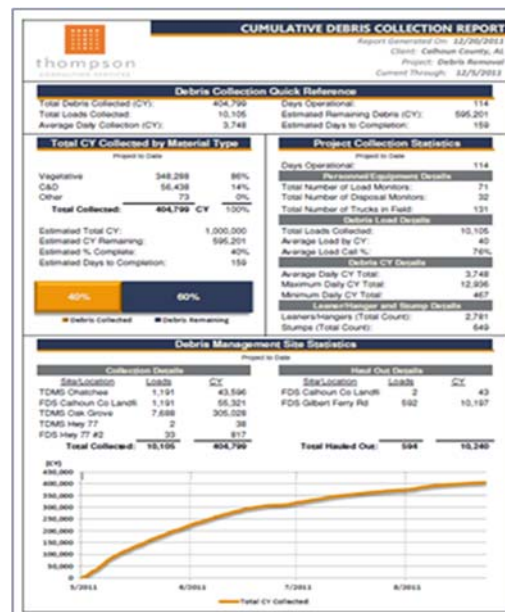
More accurate and efficient collection of field data provides for near real time data analysis and review.

FIGURE 9



TDMWeb system allows Thompson to electronically manage a variety of client debris removal programs such as, ROW, ROE, blue roof and demolition, including photographs, field forms, logs, transmittals, etc.

FIGURE 10

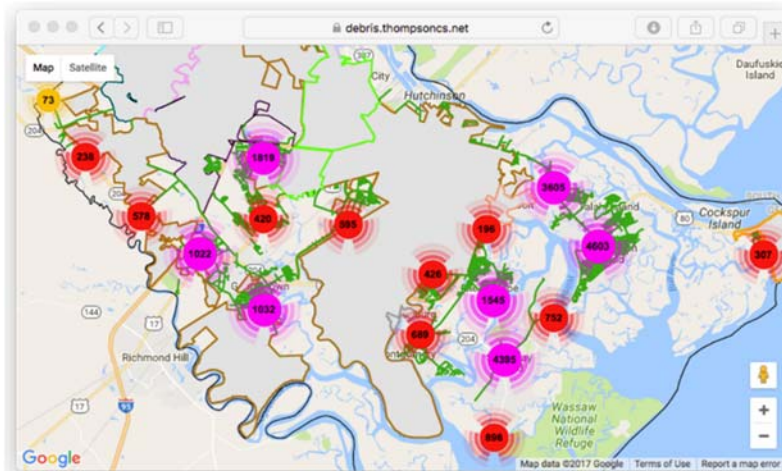


TDMWeb generates various project reporting documents, such as daily reports and financial summary logs.

Comprehensive Mapping Tools

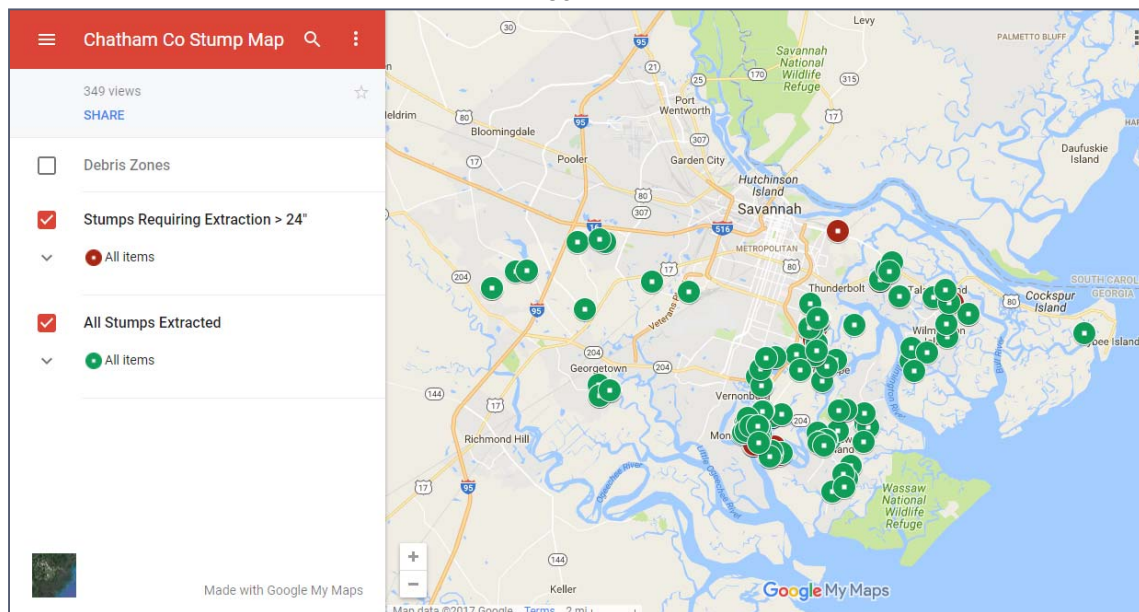
Through our ADMS technology and the accurate and efficient collection of data in the field, Thompson is able to provide a variety of comprehensive mapping tools to the Town. Thompson has the ability to tailor progress and real-time operation mapping to meet the needs of Town. **During debris meetings,**

FIGURE 11



Debris Load and Tree Work Heat Maps that illustrate the concentration of damage with the ability to drill down within each cluster and access individual transaction data.

FIGURE 12



Hazardous Stump Map provides color-coded stump locations to allow increased operational efficiencies and real-time situational reporting for the Town and Town project stakeholders.

TDMS was designed with over 50 years and \$3 billion of industry knowledge and experience. The suite provides near real time debris collection data to applicants, grantees, FEMA, FHWA, debris removal contractors, and others without disrupting the speed of the recovery.

Data Management, Project Tracking, and Computer Accountability Programs

Thompson utilizes technology as integral part of its approach to providing debris removal monitoring services for purposes of quality assurance/quality control (QA/QC), contractor invoice reconciliation, and reporting. Each day Thompson collects its truck certification forms, debris removal load tickets, and unit rate tickets from the field. The documents are gathered and compiled at a satellite data office where they are electronically scanned as an image and filed numerically according to their serialized document number. From the electronic image of each document Thompson keys all data fields into its proprietary, web-based, data and document management system. This data is then used for the following purposes.

Quality Assurance/Quality Control

A critical component of the debris removal monitoring firm's responsibilities is to identify and correct any impropriety that may occur in the debris removal process. To do this, Thompson leverages its data management system to provide QA/QC through standard data queries. Such queries and parameters include

- Count of load tickets by collection truck
- Trip time per load
- Trip distance
- Average load call by truck
- Average load call by disposal monitor
- Count of tickets by collection location

Reporting

The final tool employed by Thompson through its data and document management system allows us to timely report progress of debris removal to the Town. This reporting tool is flexible and can be tailored to report debris removal by any number of parameters. In the past we have reported debris removal according to the following:

- | | |
|--------------------------------------|---|
| • Percent of total estimate complete | • FEMA eligible versus state aid eligible |
| • By GIS grid | • By material type (vegetative, C&D, white goods, etc.) |
| • By voting precinct | • Quantity by TDSR |
| • By political district | |

Thompson will review the QA/QC reports each day to identify anomalies. In most cases these anomalies are explained through investigations of circumstances surrounding the irregularity. Our experience has shown that the mere fact that debris removal contractors and monitors are aware that such metrics are being monitored deters impropriety.

Thompson's Time Tracking System

Thompson has developed a timekeeping module through our ADMS where field staff scan their badge, assigned to them following onboarding and training, to "check-in" and "check-out" each day. This data is populated to a timecard that is reviewed and approved by Thompson Field Supervisors. All of Thompson's time will be organized by debris program, task, and labor position and we can organize invoices and back-up to meet the needs of the Town while satisfying FEMA reimbursement requirements.

Communications System

Thompson's monitors are required to carry a working cell phone at all times. Since 2004 and 2005, the cellular companies have taken great strides in hardening the cellular infrastructure to withstand hurricane force winds in the Southeast. We have observed significantly shorter periods of down time to cellular networks following Hurricanes over the last 10 years. We have also used "pinning" and text messaging as means to successfully communicate when there is limited cellular connectivity. In addition, Thompson's ADMS units have cellular connectivity. If cellular connectivity is lost for extended periods of time, Thompson will provide field staff with radio equipment and/or satellite phones based on the situational need.

SECTION 7

REQUIRED DOCUMENTS

Thompson has provided the following required documents in the subsequent pages of this section:

- Form 1 – Solicitation Response Form
- Form 1a – Proposal Form
- Form 2 – Affidavit Certification for Immigration Laws
- Form 4 – Negligence or Breach of Contract Form
- Form 5 – Affidavit of Principal Place of Business (*not applicable to this project*)
- Form 6 – Sub-Contractor List
- Form 7 – Public Entity Crime Form
- Form 8 – Trench Safety (*not applicable to this project*)
- Form 9 – Bid Bond (not applicable to this project)
- Sunbiz Entity Report
- Addendum 1

Form 1 – Solicitation Response Form



TOWN OF FORT MYERS BEACH
SOLICITATION RESPONSE FORM

Date Submitted: 7/9/2018 6/28/2018

SOLICITATION IDENTIFICATION: RFP-18-26-PW

SOLICITATION NAME: Disaster Debris Monitoring for the Town of Fort Myers Beach

COMPANY NAME: Thompson Consulting Services, LLC

NAME & TITLE: (TYPED OR PRINTED) Jon Hoyle, President

BUSINESS ADDRESS:
(PHYSICAL)

1135 Townpark Avenue, Suite 2101, Lake Mary, Florida 32746

CORPORATE OR MAILING ADDRESS:

☒ SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS: jhoyle@thompsoncs.net

PHONE NUMBER: 407-792-0018 FAX NUMBER: 407-878-7858

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK TOWN OF FORT MYERS BEACH BIDS AND PROPOSALS PAGE OR DEMANDSTAR FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE TOWN WILL POST ADDENDA TO THESE WEB PAGES, BUT WILL NOT NOTIFY.

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and the following addenda:

No. 1 Dated: 7/2/2018 No. _____ Dated: _____ No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____

Tax Payer Identification Number: 45-2015453

(1) Employer Identification Number -OR- (2) Social Security Number:

**** Town collects your social security number for tax reporting purposes only**

Please submit a copy of your registration from the website www.sunbiz.org establishing the Proposer/firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*.

1 **Collusion Statement:** Town of Fort Myers Beach, Fort Myers, Florida The undersigned, as Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the Town provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 **Scrutinized Companies Certification:**

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Form#1 – Solicitation Form, Page 2

3 **Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

☐ **Business Relationship Applicable (request form)**

☒ **Business Relationship NOT Applicable**

- 4 Disadvantaged Business Enterprise (DBE) proposer? If yes, please attach a current certificate. ____ Yes ☒ No
- 5 The proposer should carefully read all the solicitation documents. Any deviation or modification must be identified. Failure to clearly identify any modifications in the space below may be grounds for the proposal being declared non-responsive, or to have the award of the solicitation to be rescinded by the Town. Attach separate page if necessary.
- 6 Are there any modifications to the solicitation or specifications? ____ Yes ☒ No
- Modifications:

**ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER,
WITNESSED AND SEALED (IF APPLICABLE)**

Thompson Consulting Services, LLC

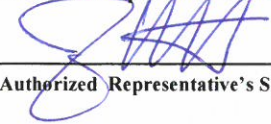
Company Name (Name printed or typed)

Jon Hoyle

Authorized Representative Name (printed or typed)

President

Authorized Representative's Title (printed or typed)



Authorized Representative's Signature



Briana Garriner, Marketing Manager

Witnessed/Attested by:

(Witness/Secretary name and title printed or typed)



Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on Town's Form may result in the submission being declared non-responsive by the Town.



Town of Fort Myers Beach
PROPOSAL FORM

Company Name: Thompson Consulting Services, LLC

Solicitation # RFP-18-26-PW Solicitation Name Disaster Debris Monitoring for Town of Fort Myers Beach

Having carefully examined the “Terms and Conditions”, and the “Detailed Specifications”, all of which are contained herein, propose to furnish the following which meet these specifications.

Term Multi-year and Renewals

The successful proposer shall be responsible for furnishing and delivering to the Town’s requesting Department commodity or services on an “as needed basis for a two year, (2) year or as specified in the Scope of Work as per specifications. There will be an option to extend this contract as specified in the Scope of Work or specification upon approval of both the Town and the vendor at the time of the extension or renewal.

Please include this page with your submission package.

The following labor hours are provided as a scenario for evaluation purposes only.

All labor rates are to be fully burdened to include but not limited to, overtime, all taxes, benefits, handling charges, overhead and profits; per diem and fuel is to be included in hourly labor rates. Labor rates include all equipment, tools, and supplies necessary for the employee to perform the tasks assigned. Labor rates include all costs associated with the use, care, and data management of the approved ADMS.

Provide per hour costs by position based on weekly hours as provided below and calculate the extended costs were shown.

POSITION	WEEKLY HOURS	COST PER HOUR	TOTAL WEEKLY COST PER POSITION
Project Manager(s)**	60	\$ 95.00	\$ 5,700.00
Operations Manager(s)/ Field Coordinator(s)**	70	\$ 65.00	\$ 4,550.00
Debris Monitor Supervisor(s)**	84	\$ 49.00	\$ 4,116.00
Debris Monitor(s)(Field/Staging/Crew Leader(s))**	6300	\$ 39.00	\$ 245,700.00
Data Entry(s) / GIS Operator(s)**	50	\$ 28.00	\$ 1,400.00
Total Weekly Cost			\$ 261,466.00

*Contract rates listed above apply in all cases except when superseded by other Federal requirements such as FHWA Emergency Relief Program or others as applicable.

** Positions and weekly hours listed above are part of the scenario based cost criteria. The weekly hours are provided as a scenario for evaluation purposes only. Cost Per Hour per Position shall be part of the final agreement. It is upon the proposer to make sure all costs are included in the Cost Per Hour per Position.

TO BE STARTED WITHIN 24 hrs CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

Bidders should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the bid may be grounds to reject the bid.

Are there any modifications to the bid or specifications?

YES _____ NO X _____

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the bidder being declared nonresponsive or to have the award of the bid rescinded by the Town.

MODIFICATIONS:

Bidder will submit his/her bid on the Town's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on Town's Form may result in the Bidder/Bid being declared non-responsive by the Town.



Form 2 – Affidavit Certification of Immigration Laws

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP-18-26-PW SOLICITATION NAME: Disaster Debris Monitoring for Town of Fort Myers Beach

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

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

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

Company Name: Thompson Consulting Services, LLC

[Signature] President 7/2/2018
Signature Title Date

STATE OF Florida
TOWN OF City of Lake Mary

The foregoing instrument was signed and acknowledged before me this 2 day of July
20 18, by Jon Hoyle who has produced
(Print or Type Name)
(personally known) as identification.
(Type of Identification and Number)



[Signature]
Notary Public Signature

Briana Gardner
Printed Name of Notary Public

FF 947220 / 2/29/2020
Notary Commission Number/Expiration

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



ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please complete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

Company Name: Thompson Consulting Services, LLC

Type of Incident Alleged Negligence or Breach of Contract	Incident Date And Date Filed	Plaintiff (Who took action against your company)	Case Number	Court Town/State	Project	Claim Reason (initial circumstances)	Final Outcome (who prevailed)
None							

Make as many copies of this sheet as necessary in order to provide a 10 year history of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name** and write **"NONE"** in the first **"Type of Incident"** box of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Page Number: 1 Of 1 Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.



Form 5 - Affidavit Principal Place of Business

NOT APPLICABLE TO THIS PROJECT
AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Local Vendor Preference (Non-CCNA)
(Town Ordinance No. 17-01)

Instructions: Please complete all information that is applicable to your firm

Company Name: Not Applicable

Printed name of authorized signer

Title

⇒

Authorized Signature

Date

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

Notary:

State of

Town of

The foregoing instrument was signed and acknowledged before me this

_____ day of _____

2018

_____ who has produced

_____ as identification (or personally known)

Type of ID and number

⇒

Notary Public Signature

Notary Commission Number and expiration

1. Principal place of business is located within the boundaries of: _____ Lee County
_____ Collier County
_____ Non-Local

Local Business Tax License # _____

2. Address of Principal Place of Business: _____

3. Number of years at this location _____ years

4. Have you provided goods or services to Town of Fort Myers Beach on a regular basis within the past 3 consecutive years _____ Yes* _____ No *If yes, attach contractual history for past 3 consecutive years

5. Size of Facility (i.e. office, sales area, warehouse, storage yard, etc.) _____

6. Number of available employees for this contract _____

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to Town of Fort Myers Beach
(Print name of the public entity)

by Jon Hoyle, President
(Print individual's name and title)

for Thompson Consulting Services, LLC
(Print name of entity submitting sworn statement)

whose business address is 1135 Townpark Avenue, Suite 2101, Lake Mary, Florida 32746

(If applicable) its Federal Employer Identification Number (FEIN) is 45-2015453

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

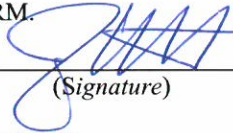
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime:
or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

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

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

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

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



(Signature)

7/2/2018

(Date)

STATE OF Florida

TOWN OF City of Lake Mary

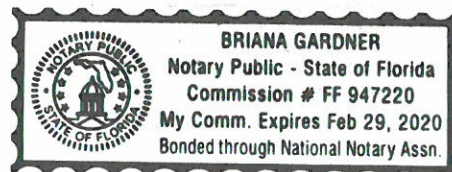
PERSONALLY APPEARED BEFORE ME, the undersigned authority, Jon Hoyle

(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 2 day of July, 2018.


(NOTARY PUBLIC)

My Commission Expires: 2/29/2020



Form#8: Trench Safety (Required for Construction Projects Only)

TRENCH SAFETY - Not Applicable

Contractor/Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
.....				
A. <u>Not applicable.</u>	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____
TOTAL \$ _____				

If applicable, the contractor/vendor certifies that all trench excavation done within his control in excess of five (5') feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the solicitation being declared non-responsive.

(Signature)

(Company Name)

STATE OF _____
TOWN OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ by _____ (name and title of corporate officer) of _____ (name of corporation), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

(signature line for notary public)

(name of notary typed, printed or stamped)

(title or rank)

My commission expires:

(serial number, if any)

BID BOND - Not Applicable

Complete EITHER Town of Fort Myers Beach Paper Bid Bond OR provide cashier's check

KNOW ALL MEN BY THESE PRESENTS, that we

_____ as Principal, and
(BIDDER'S Name)

_____ a Corporation licensed to do
(Surety's Name)

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

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

SIGNED AND SEALED this _____ day of _____, _____

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

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the Contract upon said Proposal within the specified time and shall enter into a written Contract, satisfactory in form, provide an acceptable Public Payment & Performance Bond from a Surety acceptable to the TOWN and provide other Insurance as may be required to the TOWN within seven (7) calendar days after the written Notice of Award date, or within such extended period as the TOWN may grant, then this obligation shall be null and void; otherwise said Principal and Surety shall pay to said TOWN in money the difference between the amount of the Bid of said Principal and the amount for which said TOWN may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said TOWN if suit be brought here on, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon a finding from the Town of Fort Myers Beach Town Council that the bid protest was frivolous and/or lacked merit. The liability of the Surety shall not exceed the penal sum of the bid bond.

Witness as to Principal:

(Principal) (SEAL)

(By) _____

Printed Name

Witness as to Surety:

(Surety's Name) (SEAL)

(By-As Attorney-in-Fact, Surety)

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



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Foreign Limited Liability Company
THOMPSON CONSULTING SERVICES, LLC

Cross Reference Name

THOMPSON CONSULTING SERVICES, LLC

Filing Information

Document Number	M11000002276
FEI/EIN Number	45-2015453
Date Filed	05/05/2011
State	DE
Status	ACTIVE
Last Event	DROPPING DBA
Event Date Filed	01/20/2012
Event Effective Date	NONE

Principal Address

1135 TOWNPARK AVE STE 2101
LAKE MARY, FL 32746-4790

Changed: 04/10/2013

Mailing Address

1135 TOWNPARK AVE STE 2101
LAKE MARY, FL 32746-4790

Changed: 04/10/2013

Registered Agent Name & Address

VCORP SERVICES, LLC
5011 SOUTH STATE ROAD 7, SUITE 106
DAVIE, FL 33314

Address Changed: 09/21/2011

Authorized Person(s) Detail

Name & Address

Title MGR

COUNSELL, NATHANIEL T
1135 Townpark Avenue
Ste 2101

Lake Mary, FL 32746

Title MGR

HOYLE, JON M
1135 Townpark Avenue
Ste 2101
LAKE MARY, FL 32746

Title MGR

MANNING, MICHAEL V
2970 COTTAGE HILL ROAD
MOBILE, AL 36606

Title MGR

BAKER, JOHN, III
2970 COTTAGE HILL ROAD
MOBILE, AL 36606

Title MGR

SHUMOCK, JAMES H
2970 COTTAGE HILL ROAD
MOBILE, AL 36606

Annual Reports

Report Year	Filed Date
2016	03/07/2016
2017	01/18/2017
2018	03/28/2018

Document Images

03/28/2018 -- ANNUAL REPORT	View image in PDF format
01/18/2017 -- ANNUAL REPORT	View image in PDF format
03/07/2016 -- ANNUAL REPORT	View image in PDF format
04/06/2015 -- ANNUAL REPORT	View image in PDF format
06/09/2014 -- ANNUAL REPORT	View image in PDF format
04/10/2013 -- ANNUAL REPORT	View image in PDF format
04/05/2012 -- ANNUAL REPORT	View image in PDF format
01/20/2012 -- Dropping Alternate Name	View image in PDF format
05/05/2011 -- Foreign Limited	View image in PDF format



**ADDENDUM TO
CONTRACT DOCUMENTS**

BID NO:

RFP-18-26-PW

Addendum No.: **01**

Contract / Project Name: Disaster Debris Monitoring for the Town of Fort Myers Beach

Date of Issue: July 2, 2018

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

THE RFP DUE DATE HAS BEEN EXTENDED TO:

MONDAY, JULY 16, 2018 by 2:00 PM

The following inquiries were received via email regarding the above referenced bid.

1.	The bid bond requirement has been removed from this RFP. There is NO bid bond required to submit a response to the bid.
2.	A Sample Agreement has been included. Any contract exceptions
Q.	<i>"On page 22, Required Proposal Format and Response Information. It goes from Tab 6 Data Management to Tab 8 Required Documents. There is no Tab 7, should Tab 7 be Required Documents?"</i>
A.	There is not Tab 7. You may either go directly from Tab 6 to Tab 8 or change Tab 8 to Tab 7.

Q.	<i>"On page 25, Solicitation Response Forms starts in the middle of the page. Will the Town reissue the form in a more clean-looking appearance?"</i>
A.	No, please use the form provided.
Q.	<i>"Under Section 4.3 Submission Format – Item 4.3.3. states "Proposals responses to the criteria should not exceed 15 pages. Attachments are not limited but should be concise" Is there a page limit to the proposal response as a whole or is each section or "tab" of the proposal not to exceed 15 pages? Are resumes included in the page limitation(s)?"</i>
A.	Each tabbed section should not exceed 15 pages, resumes included.
Please Print:	Thompson Consulting Services, LLC / 407-792-0018 Company Name / Phone Number

