



Fort Myers Beach Town Council

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

Agenda

Monday, October 19, 2020

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**
 - A. Employee Recognitions
Recognizing Town employees for their multiple years of dedicated service to the Town of Fort Myers Beach
- VII. ADVISORY COMMITTEES ITEMS AND REPORTS**
- VIII. APPROVAL OF MINUTES**
 - A. October 5, 2020 Regular Town Council
- IX. PRESENTATION**
 - A. Lee County Update
An update of Lee County projects on Fort Myers Beach
- X. CONSENT AGENDA**
 - A. New Year's Eve Fireworks
Authorize the Town Manager to execute the associated documents with the New Year's Eve 2020 Fireworks Show.
 - B. Newton Beach Cottage Restoration Repairs
Authorize acceptance of the proposal from International Fine Art Conservation Studios Inc. for restoration repairs for Newton Beach Cottage, estimated at \$56,800.
 - C. IT Technical Support Services with Valeo Networks

Approve an agreement with Valeo Networks in the amount of \$77,520 for Technical Support Services for the Town and authorize the Town Manager to execute the required documentation.

D. Community Development Professional Services

Approve three Supplemental Task Authorizations for FY21 exceeding \$25,000 for Professional Services for Community Development in the areas of Environmental Services, Planning/Zoning, and Building Services, and authorize the Town Manager to execute the required documentation.

XI. ADMINISTRATIVE AGENDA

A. Times Square, Bay Oaks and Bayside Park update

Presentation by DRMP Inc. of the design status for Times Square, Bay Oaks and Bayside Park.

B. STA #7: Times Square Final Design

To allocate and appropriate funds and approve the Supplemental Task Authorization #7, in the not to exceed amount of \$179,550 for Times Square 100% design which includes design, permitting and bidding assistance and authorize the Town Manager to execute the Supplemental Task Authorization with DRMP Inc.

C. STA #8 - Bay Oaks Recreational Campus Final Design

To allocate and appropriate funds and approve the Supplemental Task Authorization #8, in the not to exceed amount of \$479,960 for Bay Oak's 100% design which includes campus design, permitting and bidding assistance to 100% and authorize the Town Manager to execute the Supplemental Task Authorization with DRMP Inc.

D. Mooring Field Upland Services Renewal

Authorize the Town Manager to exercise the final one year option and execute the Professional Services Agreement Renewal for Upland Services for the Town's Mooring Field with Estero Bay Hotel Company dba Matanzas Inn.

E. FY2019-2020 Re-Appropriation

Approve Re-Appropriation FY2019-2020

XII. FINAL PUBLIC COMMENT

XIII. TOWN MANAGER'S ITEMS

XIV. TOWN ATTORNEY'S ITEMS

XV. COUNCILMEMBERS ITEMS AND REPORTS

XVI. ADJOURNMENT

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

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



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



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

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

1. **Requested Motion:**

Meeting Date: October 19, 2020

Recognizing Town employees for their multiple years of dedicated service to the Town of Fort Myers Beach

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

LOCAL ACHIEVEMENTS AND
RECOGNITIONS

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

The following employees are being recognized for their commitment and years of service with the Town of Fort Myers Beach

5 Years:

- Misty Alexander
- Nello Cernoia
- Douglas Molloy
- Austin Gilchrist
- Kevin Przybyszewski
- Todd Sears
- Patricia Prevost
- Ryan Bellows
- Anthony Cirer
- Alison Giesen
- Warren Rood
- Patricia Harper
- Christy Cory

10 Years:

- Sarah Mayher
- Martin Pitts
- James M. Demilia

15 Years:

- Mark A Lafave
- Donald F Hanyo

20 Years:

- Michelle Mayher

Attachments:

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Jason Freeman, Contracts Manager
John R Herin Jr, Town Attorney
Amy Baker, Deputy Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 10/13/2020
Approved - 10/13/2020
Approved - 10/13/2020
Final Approval - 10/14/2020



Fort Myers Beach Town Council

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

Minutes

Monday, October 5, 2020

9:00 AM

ORDER OF BUSINESS

DRAFT

I. CALL TO ORDER

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

II. INVOCATION

Deputy Town Clerk Amy Baker.

IV. APPROVAL OF FINAL AGENDA

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

Motion approved; 5-0.

V. PUBLIC COMMENT

Gail Mason questioned how to move forward with a discussion regarding where to install the arches. She questioned the status of the hazardous handicapped parking steps under the bridge.

Karen Woodson stated her interest in joining the Local Planning Agency. She reviewed her experience.

Barbara Hill spoke as a member of the Island Public Art, a new group of residents who advocated public art. She discussed the mural ordinance and provided recommendations.

VI. PROCLAMATIONS

A. Red Ribbon Week, October 23-30, 2020

Mayor Murphy read the proclamation. Deborah Comella, Executive Director of the Lee County Coalition for a Drug-Free Southwest Florida thanked the Mayor and Council Members for the proclamation and their support of the program.

VII. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Council Member Veach indicated that an endangered butterfly species appeared at the Mound House. He acknowledged staff and previous Councils for installing native plants that attracted the butterflies.

Vice Mayor Hosafros recognized the Fort Myers Beach Community Foundation for its role in providing grocery gift cards to hospitality workers on the Island who had been financially impacted by the coronavirus. She encouraged people to spread the word regarding the program.

Council Member Allers thanked Amy Baker for her hard work and the start of her new position.

Mayor Murphy recognized all the construction workers on Estero Blvd. for working through the floods.

VIII. ADVISORY COMMITTEES ITEMS AND REPORTS

A. Anchorage Advisory Committee

Chair Katherine Light was available for questions regarding the report she submitted. Town Manager Hernstadt thanked the AAC for providing the report before the meeting and for their hard work. Chair Light clarified that staff was responsible for the contract with Matanzas Inn. Vice Mayor Hosafros added that a new app called Dockwa might solve past issues. Town Manager Hernstadt described the app capabilities. Chair Light stated that they were attempting to obtain financial information to determine whether it would be cost-efficient to bring the upland provider in-house. Delinquent accounts were mentioned and Town Attorney Herin indicated that they were in the process of removing delinquent vessels and attempting to recover funds owed. He noted that most patrons were current with their payments.

IX. APPROVAL OF MINUTES

A. Town Council-Regular Meeting-September 21, 2020

Correction: Town Clerk Michelle Mayher presided over her last Town Council Meeting; however, she is still the Town Clerk.

Under Public Hearings F: Council Member ~~Veach~~ Allers disclosed a bike visit.

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

Motion approved; 5-0.

X. CONSENT AGENDA

A. Voluntary Utility Easement: 277 Primo Drive

Accept a voluntary utility easement from Melinda & Thomas Kolar at 277 Primo Drive for Stormwater outfall installation.

Vice Mayor Hosafros moved to approve accepting the utility easement; second by Council Member Allers.

Motion approved; 5-0.

B. Special Magistrate Services Renewal FY21

Authorize the Town Manager to renew and execute an agreement with the Town's Special Magistrate, Myrnabelle Roche, for an additional year.

Vice Mayor Hosafros moved to authorize the Town Manager to renew and execute the agreement; second by Council Member Allers.

Motion approved; 5-0.

XI. PUBLIC HEARINGS

A. 2nd Reading: LDC Text Amendments

Second Public Hearing and Final Reading for LDC Text Amendment to Sec.34-639: Permitting Survey Requirements

Town Attorney Herin, Jr. read the title of the ordinance. He stated the ordinance was properly advertised.

Community Development Services Director Jason Green spoke off the microphone.

No public comment.

Council Member Allers moved to approve the amendment; second by Vice Mayor Hosafros.
Motion approved; 5-0.

B. RES. 20-44: 253 Ostego LLC Pool Setback Variance

Approve/ Approve with Condition/Deny RES. 20-44: 253 Ostego LLC Pool Setback Variance

Town Attorney Herin, Jr. swore in those providing testimony. Ex parte communications: Mayor Murphy and Council Member Atterholt disclosed drive-bys. None by other members.

Director Green reviewed the background of the variance request. Part of his discussion was out of range of the microphone. Pervious and impervious surfaces were discussed.

Peter Albert, owner, mentioned that it was a unique lot and street. He noted their pool was in line with the existing pools. He stated the carport would be fenced in and used for storage.

No public comment.

Vice Mayor Hosafros moved to approve RES. 20-44, which specifically includes citation to the comp plan and that the situation qualified under the LDC in the comp plan and specifically contained the four conditions of approval; second by Mayor Murphy.
Motion approved; 5-0.

XII. ADMINISTRATIVE AGENDA

A. Interlocal with Lee County School Board

Ratify Resolution 20-45 for an Interlocal agreement with the School Board of Lee County for the exchange of real property and improvements in exchange for property historically used as part of the Bay Oaks Recreational Campus and other commitments

Council Member Atterholt moved to approve the resolution; second by Vice Mayor Hosafros.
Motion approved; 5-0.

B. Resolution 20-40, ADA Plan Report

Resolution 20-40 adopting and implementing the ADA Self-Evaluation & Transition Plan Report (required for LAP funding).

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

Motion approved; 5-0.

C. SRF Technical Services - North Estero PH 2 PT 2

Authorize the Town Manager to execute a contract not to exceed \$84,288.00 with Angie Brewer and Associates to perform compliance activities required by the State Revolving Fund criteria for Town project North Estero Phase 2 Part 2.

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

Town Manager Hernstadt explained the history of the contract as requested by Council Member Atterholt.

Motion approved; 5-0.

D. Anchorage Advisory Committee Appointments

Appoint Members to the FY2020-2021 Anchorage Advisory Committee (AAC)

Robert Beasley, Douglas Eckmann, Ted Lawwill, Kathy Light and Sam Lurie were appointed.

E. Audit Committee Appointments

Appoint Members to the FY2020-2021 Audit Committee

Richard Cote, Daniel Hughes, Joseph Kirkbridge, James Steele and Bryan Thomas were appointed.

F. BORCAB Appointments

Appoint Members to the FY2020-2021 Bay Oaks Recreational Campus Advisory Board (BORCAB)

Beth Cherry, Janna Holmes, Betty Simpson and Holly Tribble were appointed.

G. CELCAB Appointments**Appoint Members to the FY2020-2021 Cultural and Environmental Learning Center Advisory Board (CELCAB)**

Barbara Hill, Betty Simpson, Cheryl Smith and Ceel Spuhler were appointed.

H. Marine Resources Task Force Appointments**Appoint Members to the FY2020-2021 Marine Resources Task Force (MRTF)**

Renee Heil, Steve Johnson, Jennifer Rusk and Rose Larkin were appointed.

I. Public Safety Committee Appointments**Appoint Members to the FY2020-2021 Public Safety Committee (PSC)**

Council Member Allers moved to grant waivers to John Goggin, Betty Simpson and Dan Hughes for serving on more than one committee; second by Council Member Atterholt.
Motion approved; 5-0.

John Goggin, Heidi Jungwirth, Dawn Thomas and Holly Tribble were appointed.

Vice Mayor Hosafros moved to grant a waiver to Holly Tribble; second by Council Member Veach.
Motion approved; 5-0.

Susie Bahan did not appear as a nominee after submitting her application. Council Members agreed to a revote.
The revote resulted in John Goggin, Heidi Jungwirth, Dawn Thomas and Susie Bahan being appointed.

J. Local Planning Agency Appointments**Appoint Members to the 2020-2021 Local Planning Agency (LPA)**

Forrest Critser, Megan Heil, Scott Safford, and Patrick Vanasse were appointed.

XIII. FINAL PUBLIC COMMENT

Ms. Bahan noted she applied to the Public Safety Committee, but her name did not appear on their documents. She introduced herself and described her experience.

Robert Howell thanked Council for considering his application even though he did not live within city limits.

XIV. TOWN MANAGER'S ITEMS

Town Manager Hernstadt stated that the QR codes regarding water quality were working. Lee County representatives will attend the October 19, 2020 meeting for an update on various projects. He stated that ADA issues would be addressed, including the parking bumpers. The water and stormwater reports were scheduled for an M&P.

XV. TOWN ATTORNEY'S ITEMS

Town Attorney Herin, Jr. stated that they were working on the mural ordinance, turtles and special events. He stated that they received a notice of appeal on one of the code enforcement cases, but they had not received the actual appeal. He will forward the information to Council once he receives it.

XVI. COUNCILMEMBERS ITEMS AND REPORTS

Council Member Veach apologized for the maskless photo at the last meeting. He commented that COVID-19 was still out there.

Mayor Murphy commented that he did not believe there was a problem with the fish in the Gulf.

No items from other members.

XVII. ADJOURNMENT

Mayor Murphy adjourned the meeting at 1:53 p.m.

1. **Requested Motion:**

Meeting Date: October 19, 2020

An update of Lee County projects on Fort Myers Beach

Why the action is necessary:

What the action accomplishes:

Facilitates communications between the Town and County

2. **Agenda:**

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Attachments:

1. Estero Blvd Update

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

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

Created/Initiated - 10/9/2020
Approved - 10/13/2020
Approved - 10/14/2020
Final Approval - 10/14/2020

**Estero Boulevard Update to Town of Fort Myers Beach
Management & Planning 10/15/2020 Meeting
Estero Boulevard Segments 3 & 4 and 5 & 6**

Estero Boulevard Segments 3 and 4 Current Status:

- Work is complete between Strandview Avenue and Lazy Way. Remaining work includes the installation of a Rectangular Rapid Flashing Beacon (RRFB) pedestrian crosswalk assembly at the Publix crosswalk and final paving.
- The final lift of pavement from Strandview Avenue to Lazy Way previously planned had to be re-scheduled due to weather and standing water. The current target date is the second week of October, weather permitting.
- Crews are finishing the center storm drain system, following with header curb line and then brick pavers from Lazy Way and Flamingo Street. Southbound traffic is shifted to the center lane from Lazy Way and Aberdeen Street. Crews are constructing the southbound lane in this section. As the center lane is completed, southbound traffic will be shifted to the new center lane. Then the southbound lane closure will be extended from Aberdeen Street to the south.
- Crews have moved to the beach side of Estero Blvd between Flamingo Street and Albatross Street and are actively working in that area.
- Construction for Segment 3 and 4 is scheduled to be completed at the end of 2020.

Estero Blvd Segments 5 and 6 Current Status:

- Construction in Segments 5 and 6 (from Albatross Street to the south end of the island) started in September 2020. Crews mobilized to the site and shifted northbound traffic toward the beach side.
- The directional drill of the 12-inch force main is complete, and pending pressure testing, will be placed into service.
- Crews are working at the outfall between Santa Maria & Bella Lago condominiums. Continued work is pending redesign due to underground conflicts with private utility lines on the properties.
- Crews are installing storm drain pipe for the outfall located south of Bay Beach (EBIA) property.
- Upcoming work on Town Side Streets:
 - Lenell Road – Install pipe from the last drainage box for the Town system and extend pipe to Estero Boulevard – Town Waterlines crews have completed their work. Estero crews will connect to the last box installed by the Waterlines crews and extend the pipe to the Estero ROW.
 - Redfish Road – Estero crews will connect to the storm system previously installed by the Town and extend pipe to Estero Boulevard.
 - Tarpon Road – Estero crews will connect to the storm system previously installed by the Town and extend pipe to Estero Boulevard.
- General progression of the Segments 5 and 6 segments will be from north to south starting at Albatross Street and moving toward the south end of the island. Crews will construct the bay side first and then the beach side.
- Town water main crews have completed their work on Estero and have tuned the MOT over to the Estero crews. MOT movements and traffic shifts from Albatross to the south will occur in the month of October. Water main crews will assist with the removal of old water main lines in conflict within the closed lanes.
- CenturyLink crews will be relocating existing copper lines on the bay side in the closed lanes.
- Eagle nesting season has begun, and the eagle nest is active. The Estero Boulevard team has an Eagle Monitor on site as required to ensure the eagle's nest is undisturbed during construction.

1. **Requested Motion:**

Meeting Date: October 19, 2020

Authorize the Town Manager to execute the associated documents with the New Year's Eve 2020 Fireworks Show.

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Attachments:

1. Costs of NYE Fireworks 2020
2. GSF- Ft Myers Beach July 4th 2020 - Contract - COVID-19
3. Garden State COVID-19 Update - July 4th 2020 FMB Display

Financial Impact:

See attached associated costs.

6. **Alternative Action**

Not approve New Year's Eve Fireworks Show.

7. **Management Recommendations:**

Authorize Town Manager to execute associated documents for New Year's Eve Fireworks.

8. **Recommended Approval:**

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

Created/Initiated - 10/12/2020
Approved - 10/12/2020
Approved - 10/13/2020
Approved - 10/13/2020
Final Approval - 10/14/2020

NYE

Variable Message Board	\$ 1,000.00
Portable Restrooms	\$ 1,200.00
Dumpster	\$ 500.00
Lee County Permit	\$ 75.00
Sheriff	\$ 11,000.00
Fire	\$ 2,500.00
Trolley	\$ -
Contracted Workers (Trojan)	\$ 400.00
Staff time	\$ 750.00
Fireworks	\$ 13,500.00

Projected Cost: \$ 30,925.00

<i>2 Boards North and South. (indicating bridge closure & no peronal use of fireworks)</i>
<i>10 standard Portable Restrooms, 4 ADA</i>
<i>120 yrd dumpster (required by Lee County& Garden State).</i>
<i>Special Event Application</i>
<i>17 Deputies @ 8hrs, 2 Supervisory Deputies @ 8hrs & 1 Marine Unit (2019)</i>
<i>Peronnel/Staff Vehicle Standby, Organizer Fee, Commerical Fireworks Display, etc</i>
<i>Lee Tran will is no longer charging for extended services (5,500)</i>
<i>Jan 1st Clean up(requested by Lee County)</i>
<i>PR-1 supervisor, 4 PT (not including PW,BASE).</i>
<i>Deposit paid for July 4th carried over to NYE Fireworks Cost</i>

THIS AGREEMENT is made on this **24th** day of **April**, between GARDEN STATE FIREWORKS, INC., hereinafter known and designated as The Party of the First Part; and **Town of Fort Myers Beach** hereinafter known as the designated Party of the Second Part.

WITNESSETH: For and in consideration of all mutual covenants and agreements hereinafter entered into, the Party and Parties hereinafter agree as follow:

1. The Party of the First Part agrees to furnish to the Party of the Second Part, on **July 4th, 2020** on the **Lee Countny Pier** in a location to be designated by the Party of the Second Party and approved by the Party of the First Part, an exhibition of fireworks.
2. The Party of the First Part agrees to pay all expenses for the freight and cartage for the said display, all necessary labor and equipment, and experienced Pyrotechnic Operators to discharge the said display.
3. The Party of the First Part and The Party of the Second Part agree to an initial postponement date of **July 5th, 2020** in the event of rain. The postponement terms of the event are as follows:
 - (A) In the event of rain or severe weather, the show may be rescheduled to the agreed postponement date for an additional fee of FIFTEEN PERCENT of the total contract amount. If the display is additionally postponed beyond the scheduled rain date, it must be re-scheduled within the period terminating NINETY (90) days after the original scheduled date of the display otherwise the display will be considered to be canceled. In the event of cancellation, the Party of the Second Part agrees to additional payment of FIFTY PERCENT, to bring the total of payments to ONE HUNDRED PERCENT of the total contract amount.
 - (B) If the contract is postponed as a result of governmental order or restriction on gatherings related to COVID-19, then there will be no postponement fee provided the display is postponed to a date not later than January 1, 2021. The notification of said postponement must occur not later than (30) days prior to the display. If the display is not used by January 1, 2021, the event will be considered cancelled unless otherwise agreed to by the parties in writing. In that event if no deposit has been paid, then FIFTY (50%) PERCENT of the contract shall be due and payable immediately. If the FIFTY (50%) PERCENT deposit was already paid, then the deposit will have been deemed fully earned without further credit or refund and no further payments shall be due for the display.
4. The Party of the First Part agrees to supply to the Party of the Second Part, insurance coverage in the amount of FIVE MILLION DOLLARS for public liability and/or property damage. The Party of the First Part agrees to hold harmless the Party of the Second Part from all claims, legal fees incurred from the operations of the Party of the First Part. The Party of the Second Part agrees to hold harmless the Party of the First Part of all and any claims, legal fees incurred outside the operations or the control of the Party of the First Part.
5. The Party of the Second Part agrees to furnish ample security or police protection and barricades to prevent any persons from coming into the safety zone area designated for discharging said fireworks display. With the exception of conditions stated in paragraph 4 above, the Party of the Second Part also agrees to assume sole responsibility for spectator safety, including seating, lighting, and ground surfaces, and agrees to conduct an inspection of the site approximately 24 hours in advance of the display to ensure a safe spectator environment.

6. The Party of the Second Part agrees to produce any and all permits which may be required by municipal authorities for the discharging of the said fireworks display at their own expense.
7. The Party of the Second Part agrees that any and all publicity, media coverage, announcements, and advertising shall name GARDEN STATE FIREWORKS, INC., as the primary contractor for the said display.
8. Upon signing of this document, a deposit of FIFTY PERCENT of the total contract price shall be paid to the Party of the First Part.
9. Upon delivery of the said display, the full balance for the contract amount shall be paid to the Pyrotechnic Operator in a sealed envelope either before or immediately following the discharging of the display.
10. Total contract amount \$ 27,000 (excluding fire permit fees) United States Dollars.

WITNESS:

GARDEN STATE FIREWORKS, INC.

BY _____

WITNESS:

Town of Fort Myers Beach

BY _____



Dear Sarah,

I hope all is well with you during this difficult time. As our country is waiting patiently to recover from COVID-19, we wanted to take a moment and let you know that we will be here for you. We are working diligently to make sure that when our country is ready to celebrate together again, Garden State Fireworks will be ready to paint the skies.

While we know July 4th may not be on your mind at the moment, we certainly cannot wait to celebrate the end of this trying time. That being said, we need your assistance in confirmation of your Fort Myers Beach celebration. We hope you understand, that as a small business, we are doing what we can to ensure that we are ready and prepared fully for your event. We continue to monitor the situation, but simultaneously, we are planning, permitting, preparing and manufacturing materials, and confirming crew members for your event.

While our dedicated team continues to prepare, we must ask that you confirm and secure your display with us. Certain displays require anywhere from 30-60 days for permitting or coast guard submittal and approval. To eliminate the risk of time constraints, as well as secure the product that has been manufactured and purchased for your event, we ask that you please respond to this email, **no later than May 4th, 2020** with confirmation.



Main Office/Plant: P.O. Box 403, Millington, NJ 07946 1-908-647-1086 1-800-999-0912 Fax: 1-908-647-6258
Regional Offices: PO Box 137821, Clermont, FL 34713 1-352-536-1558
7055 Speedway Blvd., Suite E-103, Las Vegas, NV 89115 1-702-453-0808
41152 Mayberry Avenue, Hemet, CA 92544 1-909-223-0454
Visit our website at: www.gardenstatefireworks.com



We hope you can understand that we would like to ensure that we are just as ready for your event, as you are to have it! As noted in our contract, we do offer a **90 day window** for your display, should your July 4th celebration need to be postponed or delayed. The contract verbiage is noted below and can be found in section 3:

Additional postponements may be scheduled only within the period terminating NINETY days after the original scheduled date of the display; thereafter the display will be considered to be canceled.

This offers great flexibility, especially with the current climate, as this would allow leniency for the display to be used throughout and just past Labor Day. In addition to what our contract states, we will be extending our 90 day window to **180 days**, to encompass the **New Years holiday for 2020**. We hope that this flexibility will offer you some peace of mind in the weeks going forward.

We recognize that COVID-19 is posing a very fluid and rapidly changing environment in our country, and that plans can and will change. Your business and loyalty to our company throughout the years means so much to us. Please feel free to reach out to us with any questions, or if you would like further clarification. We will aim to remain as open and flexible as possible throughout this time. We look forward to celebrating with you when this difficult time is behind us all.

Take care, stay safe, and God Bless.

Tyler and Tess Bland
Garden State Fireworks FL Branch Managers



Main Office/Plant: P.O. Box 403, Millington, NJ 07946 1-908-647-1086 1-800-999-0912 Fax: 1-908-647-6258

Regional Offices: PO Box 137821, Clermont, FL 34713 1-352-536-1558
7055 Speedway Blvd., Suite E-103, Las Vegas, NV 89115 1-702-453-0808
41152 Mayberry Avenue, Hemet, CA 92544 1-909-223-0454

Visit our website at: www.gardenstatefireworks.com

1. **Requested Motion:**

Meeting Date: October 19, 2020

Authorize acceptance of the proposal from International Fine Art Conservation Studios Inc. for restoration repairs for Newton Beach Cottage, estimated at \$56,800.

Why the action is necessary:

Cost is over \$25,000.

What the action accomplishes:

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Restoration is needed for the exterior of Newton Beach Cottage in order to preserve the historical integrity of the 1950s historic beach cottage. See attached proposal.

Attachments:

1. GMJS Resume 9 2019
2. IFACS - Newton Cottage Proposal - 4.8.2020
3. sole source IFACS
4. Tall Timbers Receives Preservation Award - Tall Timbers

Financial Impact:

Cost has been allocated in Capital budget for FY2020/ 2021.

6. **Alternative Action**

Do not approve.

7. **Management Recommendations:**

Approve requested motion.

8. **Recommended Approval:**

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

Created/Initiated - 10/12/2020
Approved - 10/12/2020
Approved - 10/13/2020
Approved - 10/13/2020
Final Approval - 10/14/2020



International Fine Art Conservation Studios Inc.

*Historic Consultants
Restorers and Conservators of Paintings & Murals,
Historic Decoration & Decorative Painting,
Faux Finishes & Ornamental Plasterwork.*

P.O. Box 81509, Atlanta, GA 30366
www.IFACS.net

Tel: 404-794-6142, Cell: 404-702-2444
Email: IFACS@BellSouth.net

RESUME - GEOFFREY M. STEWARD

Principal and C.E.O.,
International Fine Art Conservation Studios Inc.

Background, Training and Career.

Brixton School of Building, London, UK [1968]

Trained as a Quantity Surveyor and involved with all aspects of Historic Building conservation and restoration whilst working in the UK for an Architectural practice [1969 - 1973], a Structural Engineering practice [1974 - 1978], a Quantity Surveying Practice [1979 - 1980] and with an international contractor [1981- 1986].

From 1979 Mr. Steward worked regularly as a Consultant to International Fine Art Conservation Studios Ltd.,(IFACS) based in Bristol, England, on various projects in England and the U.S.A.

He served on the Board of Directors of the Biltmore Company (owner of Biltmore House) in 1985 and 1986 and was Managing Director of the UK group company Biltmore Restorations Ltd. from 1986 through 1987, and then Asheville Construction Co. Ltd. (1987 – 1991).

IFACS Inc. 1991 - 2016

He has lived in Atlanta, Georgia, since 1991 when he was appointed Operations Director of International Fine Art Conservation Studios Inc. of Asheville, NC. He was appointed Managing Director in 1993, then C.E.O in 1994, at which point he moved the company headquarters to Atlanta. He is responsible for all of the company's North American operations. He is the majority stockholder.

Geoffrey Steward has been involved with the restoration of historic buildings and their interiors for over 40 years. From Royal apartments at Kensington Palace and Windsor Castle to the Sultan of Brunei's Palace in Bandar Sera Begawan in Brunei and King Hussein's Palaces in Amman, Jordan, he has worked around the world assisting with projects in Abu Dhabi, Kuala Lumpur, Shanghai and Paris.

His U.S. work includes interior projects for the State Capitols in Ohio, Michigan, Alabama and Georgia, Biltmore House in Asheville, NC, Ca'd'Zan in Sarasota, Flagler College in St. Augustine and many historically significant buildings in over 20 states.

He is the Historic Interiors Consultant for the Edison and Ford Winter Estates – Edison Home, Guest House and Caretaker's Cottage in Fort Myers, Florida.

He is also the Historic Consultant and Grant Writer for the restoration of "El Jardin" – a Mediterranean Revival Mansion built on Biscayne Bay in Miami, Florida in 1919.

In 2009 & 2010 he was the Historic Consultant for the G.S.A. through MBP for the Elbert P. Tuttle US 11th Circuit Court of Appeals Building – 3rd Floor Court Room Restoration Project, Atlanta, Georgia.





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www.IFACS.net

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Email: IFACS@BellSouth.net

Recipient of:

- Two Awards for Excellence in Design, in January 1995 and January 1996, from the Art Commission of the City of New York for the conservation of murals in the New York City at the Criminal Courthouse and at a Public High School.
- An Award for Excellence for work at the Ohio State Capitol Building in 1992 and 1993 by the State of Ohio.
- Recipient of the Kansas Preservation Alliance "Award for Excellence" 2004 for the restoration of the Fox Theatre (1934)
- Recipient of the Salina Heritage Commission Design Award 2004
- Recipient of the inaugural Shutze Award for Craftsmanship 2007 for a trompe l'oeil Adamesque ceiling in a Library Reading Room in Miami, Florida.
- Hardman Farm in Helen, Georgia received two awards in 2011 for Excellence
- The Church of The Holy Cross in Sumter, SC received two awards in 2011 for Excellence.
- Award for Exceptional Work at The Virginia Theatre, Champaign, IL 2013
- SPLIA Preservation Award for the Apse Mural at the Old Whalers' Church, Sag Harbor, NY. 2016
- Award for Outstanding Achievement Award from the Florida Trust for Historic Preservation in 2017 for the Exterior Restoration of Flagler College (The Ponce de Leon Hotel), St. Augustine, FL.
- Award for Outstanding Achievement Award from the Florida Trust for Historic Preservation in 2019 for the Restoration of the Ca'd'Zan Swimming Pool.

Geoffrey has also served as an expert witness in several legal disputes, has lectured and conducted workshops around the world.

Currently he is directing major projects in St. Augustine, FL., Atlanta, GA., Coconut Grove, FL., and Sapelo Island, GA.

He also conducts an annual workshop on the Preservation, Conservation and Restoration of Historic Structures for graduating architects at the National University of Singapore in Singapore.

Major Historic Consultancy Projects – 1993 – 2019

Stetson University College of Law, Gulfport, FL – Consultant with Linda Stevenson, Stevenson Architects Inc., on 4 No. Fountain Restoration (2015) and original hotel structure (2016).

G.S.A. – Paint Study – All Public Areas - The Elbert P. Tuttle Courthouse, Atlanta, Georgia. (2012)

G.S.A – Condition Survey and Paint Study – The Joel Solomon Federal Courthouse and Courtroom, Chattanooga, TN. (2014)

Flagler College, St. Augustine, FL – Condition Survey – Historic Interiors (2010 – 16)

Columbia Theatre, Paducah, KY. – Paint Study & Fire Curtain Restoration (2015-16)

Stone Bridge Companies – The Colorado National Bank Building – Historic Areas Condition Survey and Budget (May 2011)

G.S.A. Historic Consultant – The Elbert P. Tuttle Courthouse, Atlanta, Georgia. Restoration of Two Courtrooms. (2009 – 2010)

Georgia Trust for Historic Preservation – Hay House, Macon, Georgia.

Various (December 1986 – September 2017)



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Alamance County Courthouse, Graham, North Carolina.

Paint Study for Roughton, Nickelson, De Luka, Architects, Chapel Hill, NC. (1/2009)

Georgia Tech, Atlanta, Georgia.

Atlanta Academy of Medicine – Paint Study for Menefee+Winer, Architects (1/2009)

Adurion Capital Management, London.

The British Colonial Hotel, Nassau, The Bahamas – Restoration Report (2008)

Georgia Department of Natural Resources – Parks and Historic Sites, Atlanta, Georgia. Consultant - Survey and Interior Inventory - Reynolds Mansion, Sapelo Island, Georgia. (February 2004)

Surber Barber Choate & Hertlein Architects, Atlanta, Georgia. Consultant - The Miller House, Madison, Georgia - Fire damaged highly decorated interiors. (2004)

Edison and Ford Winter Estates, Fort Myers, Florida. Interiors Consultant - Guest Cottage and Edison Home – Survey and Interior Decoration. (2003/4)

Zurich Insurance, Orlando, Florida.

Expert Witness – Court Case – Orlando, FL. - Major ‘damaged art’ court case. (2003/4)

Paramount Theatre, Austin, Texas.

Consultant - Preparation of Condition Survey and Budget Report. (2003)

Carrollton School of the Sacred Heart, Miami, Florida.

Consultant – ‘El Jardin’, Miami, Florida - Master Restoration Plan. (2002)

Consultant – ‘El Jardin’, Miami, Florida – Estate Restoration. (2003-2016)

Sony - Columbia Pictures – L.A., California & Miami, Florida.

Historic and Buildings Consultant – ‘Bad Boys II’ Location. (2002)

St. Martin’s Episcopal Church, Atlanta, Georgia.

Consultant - Preparation of Apse Restoration Plan and Budget. (2003)

St. John’s Episcopal Church, Tallahassee, Florida.

Consultant – Interiors and Wood Floors. (2002)

Consultant – Compass Rose – arranged the design, manufacture, shipping from the U.K. and installation of an identical compass rose to the one in Canterbury Cathedral. It was only the second one manufactured by the same metalworker in Kent, England. (2002/3)

Kansas Historic Theatres Association.

Consultant - Condition Survey and Budget Analysis for the Orpheum, Wichita, the Jayhawk, Topeka, the Augusta, Augusta, the Granada, Emporia, and the Opera House, McPherson. (1999)

Consultant - Condition Survey and Budget Analysis for the State Theatre, Garden City, the Palace Theatre, Kinsley and the Twilight Theatre, Greensburg. (2000)

Three additional Theatres surveyed - (11/2000)

Consultancy - Memphis, Tennessee.

Condition Report - Windows and Painting - Private Client. (1999)

St. Luke's Episcopal Church, Atlanta, Georgia.

Consultant - Conservation and Restoration of Apse Mural and full interior cleaning and redecoration of Apse and Nave. [c.1906] (1999)

Consultant - Research and Design - full interior decorative painting scheme - Nave and Chancel. (1999)
Hamilton Room Interior Decoration - (4/2000)

The Fox Theatre, Salina, Kansas.

Consultant - Restoration Project -Art Deco Interior (c.1931). (1998)

St. Paul's Greek Orthodox Church, Savannah, Georgia.

Consultancy – Iconostasis conservation + Expert witness. (1997)

Savannah College of Art and Design, Savannah, Georgia.

Consultant - 516 Abercorn Street, Savannah - historic graining. (1997)



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Private Client - Fairview Road, Atlanta, Georgia. Consultant - Neel Reid (Architect) House - 1918 -
Historic Finishes and Structure (1997)

Biltmore House, Asheville, North Carolina.

Consultant - Investigation of Library Bookshelves and Paneling finishes (1995)

Greek Orthodox Church of the Holy Trinity, Charleston, South Carolina.

Consultant - Investigation and condition evaluation report on apse mural, iconostasis icons, bust icons
and narthex paintings by Photis Kontoglou. (1994 - 1996).

Expert Witness – Hurricane Hugo Insurance claim. (1997)

Iconoplast Designs Inc., Toronto, Canada.

Consultant for Lyric & Apollo Theatres, 42nd & 43rd Streets, New York (now Ford Centre). (1996 –
1997)

St.Mary's Catholic Church, Charleston, South Carolina.

Consultant - Investigation and condition evaluation report on murals, wall paintings and historic
decoration. (1993)

SPEAKER RESUME 1993 - 2018:

Florida Trust for Historic Preservation, Tallahassee, Florida.

Speaker – ‘Interiors Workshop’ – Fort Myers, Florida – January 2004

Restoration Conference – Atlanta 1996.

Speaker – ‘The Restoration of Historic Theatres’

Georgia Trust for Historic Preservation, Atlanta, Georgia.

‘Decorative Finishes and Ornamental Plasterwork’ – A Restoration Workshop, Rhodes Hall, Atlanta –
November 2007.

**The Fourth Henry D. Green Symposium of the Decorative Arts, Georgia Museum of Art, Athens,
Georgia.**

Speaker – February 2008

3rd Architectural Paint Research Conference , Lincoln University, UK.

Speaker – “The Restoration of Hay House, Macon, Georgia” 2010

Georgia Trust for Historic Preservation – May 2013 & 2014

A.I.C. Conference, Chicago – 2017 – ‘Research, Encapsulation and replication of the Original 1844
Trompe l’oeil Apse Mural in the Old Whaler’s Church, Sag Harbor, NY

Preservation Institute, Nantucket – Historic Preservation at the University of Florida. July 2013.

National University of Singapore, Singapore – Historic Preservation Workshop – January 2014,
September 2015 and Singapore and Malaysia September 2016 and 2018.

Regular Workshops and Lectures for Various Organizations.



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Significant Historic Projects Completed under the Direction of Mr. Steward:

Wilton Crescent, London. House and Mews Cottage Restoration [c.1840]
Belgium Embassy, London. Building Restoration [c. 1860]
Fetcham Park House, England. Building Conservation and Restoration of Manor House [1764] including original mural and decorative painting conservation.
Fyning Hill Estate, England. Building Conservation and Restoration of Country House and Estate [c. 1865]
King Hussein's Palace, Amman, Jordan. Restoration of Palace Interiors.
Grosvenor Place, London. Conservation & Restoration of Decorated Interior [c.1850]
King of Brunei's Palace, Brunei. Interior decoration, including gilding, marbleizing and glazing to decorative fibrous plaster.
Kensington Palace, London. Conservation of Royal Apartment interiors.
Biltmore House, Asheville, NC. Internal Conservation and Restoration.
20, St. James's Square, London. Interior Conservation and Restoration of original Robert Adam House [1774] - decoration & paintings - 56 rooms including State Rooms.
British Foreign Office, London. Restoration of Historic and Decorative Fine Art.
Foreign Secretary's Residence, the Mall, London. Conservation and Decoration of Listed State Room Interiors [c.1860]
Buckingham Palace, London. Interior Decoration Conservation and Restoration.
Ohio State Capitol, Columbus, OH. Restoration and Conservation of Interior.
Rhodes Hall, Atlanta, GA. Internal Decoration Conservation and Restoration. [c.1906]
Hay House, Macon, GA. Internal Decoration Conservation and Restoration [c.1855]
The Supreme Court of the State of New York, Criminal Branch, 100, Center Street, New York City. - Conservation of the Mural "Justice" [1895] by Edward E. Simmons.
St. Michael's Church, Charleston, SC. Tiffany Conservation & Restoration [c.1895]
Universalist-Unitarian Church, Provincetown, Mass. Conservation & Restoration of 1850's trompe l'oeil Interior.
DeWitt Clinton High School, Bronx, NY. Conservation and Restoration of murals - Opening the Erie Canal [c.1905] by Charles Yardley Turner
Alabama State Capitol, Montgomery, AL Conservation of 8 Mural paintings by R. McKenzie. [c.1930]
Georgia State Capitol, Atlanta, GA Paint and Colour palette mock-up for Capitol Preservation Project .
Livingston County Courthouse, Howell, MI Conservation of ornate and highly decorated interior including restoration of historic decoration.
Flagler College, St. Augustine, Fl. - Restoration of murals and Tiffany painted decoration in Rotunda & Grand Staircase. Conservation of two monumental paintings by G. Schweissinger, and Osceola, by A.J.Curtis. Flagler Room, Tojetti Murals, Rotunda and Dining Hall (2011 - 2015) Exterior Elevations (2015) Lobbies



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First Street, Brooklyn, New York. Restoration and replication of Victorian Interior decoration - Reception Rooms, Entry and Stair Hall. Restoration of cherry wood paneling - Reception Rooms and Staircase.

Ohio Statehouse, Columbus, OH Conservation of 4 mural paintings - Rotunda. Trompe l'oeil decoration to Senate chambers and Majority and Minority Committee rooms and Law Library. Restoration of painted decoration and stenciling - Halls, Staircases, Grand Staircase, Corridors - Senate Wing.

Lyndhurst, Tarrytown, New York Restoration of historic decorative painting - Duchess' Bedroom & Garden Room. Conservation of 18 ceiling paintings, Passage of the Hours. Restoration of historic decoration - Entrance Hall.

Bayard Rustin High School, Manhattan, New York. Conservation of WPA Mural "The Art Contribution to Civilization of All Nations and Countries" by J. Charlot [1936]

Grace Episcopal Church, Charleston, SC Conservation of graining and decorative painting. Conservation and restoration of graining and faux stonework.

Public School 72, The Bronx, New York Conservation of two mural paintings by Oskar Hauenstein, [c.1925].

The San Francisco Plantation House, New Orleans, Louisiana. External restoration, redecoration and exterior graining. Interior consolidation of decorated surfaces.

The Engineer's Club, Dayton, Ohio. Restoration of finishes and paint. [c.1920]

The Jemison Van De Graaff Mansion, Tuscaloosa, Alabama.

Research, conservation and research of historic 1850's graining - All first floor principal rooms. Replication of historic wallpaper through stencil reproduction - Ladies Lounge and Bean Parlor. Conservation and repair to original Jefferson Davis mirror (14'3" high)

Savannah Public Library, Savannah, GA Conservation Restoration of W.P.A. Mural.

The Fox Theatre, Salina, Kansas. Restoration of Art Deco Interior [c.1931]

St.Luke's Episcopal Church, Atlanta, Georgia. Conservation and Restoration of Blashfield Apse Mural (1999 & 2015) and full interior cleaning and redecoration of Apse and Nave.(c.1906)_Design and execute full interior decorative painting scheme - Nave and Chancel. Hamilton Room Interior Decoration (1999)

Asa Candler Mansion, Atlanta, Georgia. Interior Restoration.

Colorado Business Bank, Denver, Colorado. Conservation and Restoration of Historic 1920's Banking Hall + Decorated Beamed Ceiling. Decorative Painting and Plasterwork.

Alban Towers, Washington, DC. Stripping paint from historic ornamental plaster and restoring original textured and glazed finishes [c.1924]

Dayton Masonic Temple, Dayton, Ohio. Interior Design, Stencil Design & Decorative Painting to Banqueting Hall. Conservation and Restoration of Committee Room Ceiling. 1500 Seat Main Auditorium Restoration.(2000 – 2015)

'Ca'd'Zan', The John & Mable Ringling Museum of Art, Sarasota, Florida.

Conservation and Restoration of fine art finishes, murals and historic surfaces throughout the mansion. Furniture restoration. (2000 – 2018) Swimming Pool (2018)



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All Saints Church, Clinton, South Carolina. Interior wood graining to 1850's interior.
Church of the Holy Cross, Stateburg, South Carolina. Restoration of faux stone interior after extensive structural repairs to 1850's Episcopal Church.
Plantation House (c.1840), Chapman, Alabama.
Preservation, conservation and restoration of all 25 panels of a 1830's DuFour Scenic Wallpaper "*Views from the Banks of the Bosphorus*"
'El Jardin', Miami, Florida. Conservation and Restoration Projects 2001 – 2015.
J.R. Reynolds Mansion, Sapelo Island, Georgia. Consolidation and stabilization of Athos Menaboni Murals in the 'Circus Room' & Solarium [c.1935]
F.D.R's Stagecoach (1870) – Warm Springs, Georgia. Restoration of Exterior Fine Art and Gilded Decoration
Hardman Farm, Helen, GA – Full interior surface cleaning and conservation of historic surfaces and repair of ornamental plasterwork.
GA Veterans Memorial State Park – Paint Study and Surface Conservation – Military Artifacts – Tanks and Planes. (2011 – 2013)
The Virginia Theatre, Champaign, IL – Auditorium - Full Interior Restoration (2012-3)
Atlanta Masonic Center – Condition Survey and Restoration of 79 Historic Backdrops (2008 – 2015)
Fort Myers Post Office – Restoration of 2 Highly Ornamental Decorative Ceilings (c.1932)(2013)
GA Department of Natural Resources – All Fine Art Conservation, Decorative Painting, Artifact Restoration, Art Conservation and Preservation - Various State Parks, Historic Buildings, Museums (2002 – 2013)
Colorado National Bank (1927) – Restoration of all historic interiors including 16No. Alan Tupper True Murals, Ornamental Plasterwork, Safes, Marble and Coffered Ceiling. (2011 – 2014).
Old Whalers Church, Sag Harbor, NY – Research and replication of original 1843 trompe l'oeil mural 40' x 25' (2014)
The Fox Theatre, Atlanta – Restoration of Oasis Court Mural (2015) and restoration of Grand Salon (2015)
Peachtree Christian Church, Atlanta – Restoration of Damaged Ceiling Panels. (2014)
Flagler College, St. Augustine, FL – Restoration of 360 windows on all elevations, terra-cotta restoration and general elevational restoration (2014 – 2016)
The Columbia Theatre, Paducah, KY – Fire Curtain Restoration and Interior Mock-ups. (2015-16)
The Eustis Mansion, Boston, MA – Interior Mock-ups for Historic New England. (2016)
Glenn Memorial Church and Lullwater House, Emory University, Atlanta, GA – Interior restoration and repairs (2015-16)
The Fox Theatre, Atlanta – Restoration of the Arcade, Egyptian Ballroom and General Conservation of Historic Interiors (2016 – 2019)

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Geoffrey M. Steward
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Web: www.IFACS.net

IFACS undertakes all aspects of conservation and restoration of easel paintings, murals, frescoes, ornamental plasterwork, interior and exterior decorative painting, and the execution of modern interior designs. They can provide surveys, scientific and technical analysis, and budget costs for conservation or restoration projects, and are happy to prepare estimates and time schedules.

Clients include: the state capitols of Ohio, Pennsylvania, Alabama and Tennessee; Biltmore House, NC; Flagler College, FL; Georgia Trust for Historic Preservation; and in London, England: Buckingham and Kensington Palaces; the Houses of Parliament; and The Foreign Office.

Recipient of two Awards for Excellence in Design by the Art Commission of the City of New York, January 1995 and 1996.

Also see these GUILD sourcebooks:
Architect's Edition: 11, 13

A *The Chariot of Aurora* by G.A. Pellegrini (1675-1741), ceiling canvas restoration, Biltmore House, Asheville, NC

B 20/21 St. James's Square (detail)

C Complete restoration of original Robert Adam House, 20/21 St. James's Square, London, England



A



B



C

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Recipient of Award for Excellence in Design by the Art Commission of the City of New York, January 1995.

A Old library ceiling, Tennessee State Capitol

B Foreign Office, London, England



A



B

THE ART COMMISSION OF THE CITY OF NEW YORK

Award for Excellence in Design

To

INTERNATIONAL FINE ARTS CONSERVATION STUDIOS, INC.

For

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CRIMINAL COURT OF THE CITY OF NEW YORK, MANHATTAN

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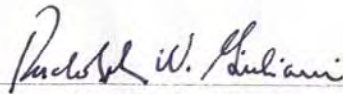
THE NEW YORK CITY DEPARTMENT OF GENERAL SERVICES

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MRS. FLORENCE D'URSO



Mayor of the City of New York



President of the Art Commission

THE ART COMMISSION OF THE CITY OF NEW YORK

Award for Excellence in Design

To

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For

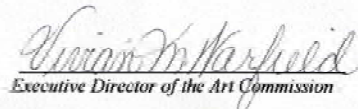
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"THE ART CONTRIBUTION TO CIVILIZATION
OF ALL NATIONS AND COUNTRIES" BY JEAN CHARLOT,
AN ADOPT-A -MURAL PROJECT,
BAYARD RUSTIN HIGH SCHOOL, MANHATTAN

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WITH THE MUNICIPAL ART SOCIETY AND
THE SUPPORT OF REBA AND DAVE WILLIAMS



President of the Art Commission



Executive Director of the Art Commission



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October 7, 1986

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WWW.IFACS.NET

TEL: 404-794-6142

EMAIL: IFACS@BELLSOUTH.NET

April 8th 2020

Federal ID# 56-1678718

Ms. Alison Giesen,
Director of Culture, Parks and Recreation,
Mound House
451 Connecticut Street
Fort Myers Beach, FL 33931

Dear Ms. Giesen,

**Re; Cost Proposal for the Exterior
Restoration of Newton Cottage, Fort Myers Beach, Florida.**



Further to our meeting at the Mound House and subsequent inspection of Newton Cottage, please find our cost proposal for the scope of work as scheduled below;

Overview and Scope of Work.

This project encompasses the restoration of the timber siding and general exposed timberwork on the exterior elevations of Newton Cottage.



In addition to the repair and redecoration, we will also conduct a paint study to see if we can find the original 1950's colour so that we can restore the original appearance.

During the project we will also repaint the lanei that we rebuilt in 2018.



Recipient of The Art Commission of The City of New York "Excellence in Design" Award – 1995 & 1996

Recipient of the Kansas Preservation Alliance "Award for Excellence" - 2004

Recipient of the Salina Heritage Commission Design Award - 2004

Recipient of the Shutze Award for Craftsmanship - 2007

Recipient of "Building Champaign Parks" Award for Exceptional Work at the Virginia Theatre – 2013

SPLIA Preservation Award for the Apse Mural at the Old Whalers' Church, Sag Harbor, NY – 2016

Florida Trust for Historic Preservation - Outstanding Achievement Award for Flagler College – 2017

Florida Trust for Historic Preservation - Outstanding Achievement Award for Ca'd'Zan Pool Restoration – 2019



April 8th 2020
Ms. Alison Giesen,
Mound House

**Re; Cost Proposal for the Exterior Restoration of Newton Cottage,
Fort Myers Beach, Florida.**

Page 2. ...

Scope of Work.

- 1) Conduct a paint survey prior to the commencement of the surface preparation and timber repairs to isolate and ascertain, if possible, the original colour of the Cottage.
- 2) Carefully mark and remove and store all sections of corrugated plastic, signage and other fixtures or fittings that are fixed to the surface of areas to be painted. (Not including any light fittings or electrical fixtures or fittings.) and store for later reinstallation.
- 3) Carefully survey and mark all areas of timber siding and joists, beams, decking, stairs and document and photograph all areas of damage and rotten timbers.
- 4) Check past repairs for soundness and replace if inadequate

using suitable joints and fixings to ensure a tight joint that will not allow any water penetration when painted to avoid future weak spots that could encourage rotting.



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April 8th 2020
Ms. Alison Giesen,
Mound House

**Re; Cost Proposal for the Exterior Restoration of Newton Cottage,
Fort Myers Beach, Florida.**

Page 3. ...

- 5) Once the defective timbers have been noted and the extent of repair required, cut away all rotten timber until sound wood remains. If too much cannot be saved and new timber Dutchmen cannot be used to repair the section, replace with new timber. Ensure that all new timber used is pressure treated cypress or similar approved to match the grain characteristics of the remaining material.
- 6) Treat all brick, concrete and timber surfaces with a borax based preservative and add a damp proof membranes if none exist and it is possible to insert one between timber and brick or concrete surfaces.



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Florida Trust for Historic Preservation - Outstanding Achievement Award for Ca'd'Zan Pool Restoration – 2019



April 8th 2020
Ms. Alison Giesen,
Mound House

**Re; Cost Proposal for the Exterior Restoration of Newton Cottage,
Fort Myers Beach, Florida.**

Page 4. ...

- 7) Ensuring all original and new timber has been treated with preservative and no areas of defective timber remain, prepare surfaces for decoration and painting.
- 8) In addition check the timber steps and walkways, and replace all defective and rotten timbers with new pressure treated timber, stained or primed and painted to match the existing timber.
- 9) Check all flashings around the perimeter, removing loose or delaminating paint and apply a flexible 50 year mastic between edges, turndowns and joints to effect a watertight seal between roof, flashings and timberwork.



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April 8th 2020
Ms. Alison Giesen,
Mound House

**Re; Cost Proposal for the Exterior Restoration of Newton Cottage,
Fort Myers Beach, Florida.**

Page 5. ...

- 10) Wash and treat all walkways with D2 Biocide or equal approved anti-staining fungicide.
- 11) Prepare, wire brush and remove all loose or delaminating paint, refix all loose or damaged vertical beads, patch and fill all areas of siding, joists, and all timber surfaces to be painted, and apply one coat of tinted primer and finish coats as required, to a colour and sheen as approved by the client.
- 12) Gutters, downpipes and metalwork – prepare surfaces, prime and paint to a colour and sheen as approved by the client.



Recipient of The Art Commission of The City of New York “Excellence in Design” Award – 1995 & 1996

Recipient of the Kansas Preservation Alliance “Award for Excellence” - 2004

Recipient of the Salina Heritage Commission Design Award - 2004

Recipient of the Shutze Award for Craftsmanship - 2007

Recipient of “Building Champaign Parks” Award for Exceptional Work at the Virginia Theatre – 2013

SPLIA Preservation Award for the Apse Mural at the Old Whalers’ Church, Sag Harbor, NY – 2016

Florida Trust for Historic Preservation - Outstanding Achievement Award for Flagler College – 2017

Florida Trust for Historic Preservation - Outstanding Achievement Award for Ca'd'Zan Pool Restoration – 2019



April 8th 2020
Ms. Alison Giesen,
Mound House

**Re; Cost Proposal for the Exterior Restoration of Newton Cottage,
Fort Myers Beach, Florida.**

Page 6. ...

Cost Proposal – Estimated to be completed in 3 working weeks.

Lump Sum for Items 1 through 11	\$42,800.00
A. *Allowance for Accommodation – 21 nights.	\$ 3,000.00
B. **Allowance for Additional Carpentry Work.	\$ 3,000.00
C. *Allowance for Access Equipment and Replacement timber.	\$ 3,000.00
D. *Contingency for Unforeseen Conditions.	\$ 5,000.00
<u>Total Project Estimate</u>	<u>\$56,800.00</u>

The work will be commenced during the Fall of 2020 – September/October – and be completed in approximately 3 working weeks – depending on prevailing site and weather conditions.

*The above allowances A, C & D only to be expended after discussion and agreement with the Client. All agreed costs of allowances A, C & D expended to be charged at cost plus 10%.

**The above allowance B is based on the possible additional cost of carpenters' time working on the timber repairs other than those that have been noted from the photographs and site inspections. If there is a greater extent of wood repairs necessitated noted whilst executing the work, a detailed report and costing will be submitted to the client for approval prior to executing the work.



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April 8th 2020
Ms. Alison Giesen,
Mound House

**Re; Cost Proposal for the Exterior Restoration of Newton Cottage,
Fort Myers Beach, Florida.**

Page 7. ...

Notes:

- a. We have allowed for protection and daily cleanup in the areas where we are working.
- b. The Client will ensure that an adequate electrical supply and clean running water adjacent to the work areas will be provided free of charge for the duration of the project.
- c. An initial site meeting with the Client is requested to review the project, ensure the correct specification and materials as well as the locations and to answer queries and ensure continuity.
- d. If you find our proposal acceptable we would require a mobilization payment of 45% to be made upon commencement on site, with the balance of 55% being paid within 7 days from completion and acceptance of the work by yourselves. No retention is to be held.
- e. Once the work has been completed and accepted by the Client, the Client is responsible for all protections.
- f. If extra works are necessitated due to the expansion of the scope of works or if change orders are instructed by the Client, IFACS reserves the right to negotiate the extra costs of these works and to increase the programme to allow sufficient time to execute these works. This will apply in the event of disruptions and/or delays to the schedule.





April 8th 2020
Ms. Alison Giesen,
Mound House

**Re; Cost Proposal for the Exterior Restoration of Newton Cottage,
Fort Myers Beach, Florida.**

Page 8. ...

- g. All matters of a financial or programme implication will be dealt with by way of an IFACS site query sheet which will be used as a method of determining answers to questions, agreement of site instructions, requests for any change orders necessitated by changed conditions or by design alterations or Client changes.
- h. The Client will at all times keep the areas where IFACS are working available to allow continuity of working. Advance notice of any activities which will preclude IFACS working during those activities will be provided to IFACS to allow adequate time to schedule the work accordingly. Generally IFACS works an 8 ½ or 9 hour day and an occasional Saturday. No Sunday working will be scheduled.
- i. Should work outside of regular hours be necessary, the Client will allow IFACS additional access to the site, providing prior arrangements have been made with the Client.
- j. IFACS is fully insured in respect of their sections of work and will cover workers compensation, third party and their own plant and materials. The Client will cover all other aspects of the required insurances as required, including accidental damage, fire and flood, etc. IFACS Liability insurance is rated at \$3 million for any specific incident. A copy of IFACS Insurance coverage is available upon request.





April 8th 2020
Ms. Alison Giesen,
Mound House

**Re; Cost Proposal for the Exterior Restoration of Newton Cottage,
Fort Myers Beach, Florida.**

Page 9. ...

- k. IFACS will require access to their working areas from the dates specified in accordance with a schedule to be agreed between IFACS and the Client, prior to commencement.
- l. IFACS will staff the site with senior craftsmen and IFACS Chief Conservator and Project Manager Mary Aldrich will be responsible for the day to day works on site.

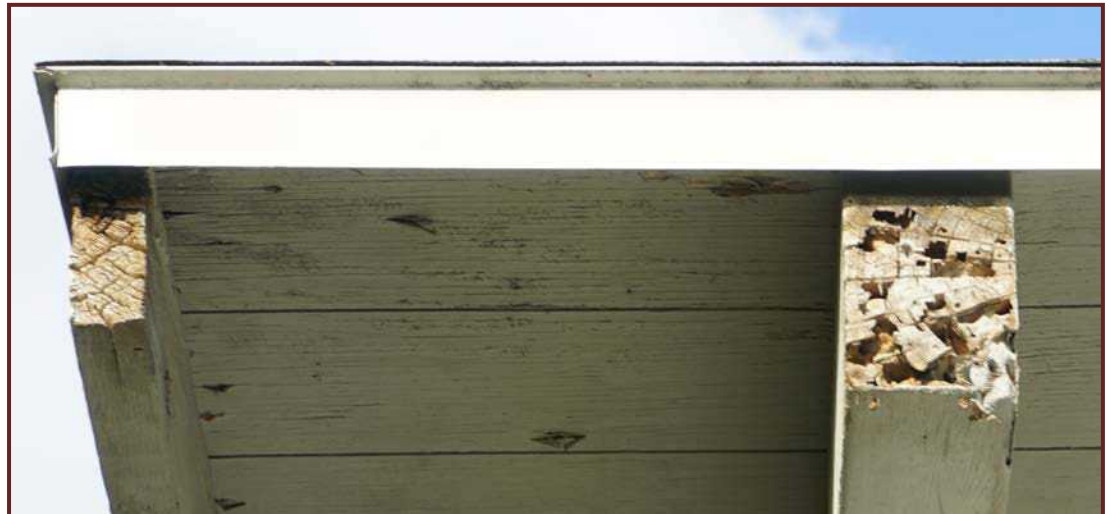
If you have any queries on any of the above or require clarification of any element of our above proposal, please do not hesitate to call me.

I look forward to hearing from you in due course.

Best regards,

For and on behalf of International Fine Art Conservation Studios Inc.,

Geoffrey Steward
Managing Director



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Florida Trust for Historic Preservation - Outstanding Achievement Award for Ca'd'Zan Pool Restoration – 2019



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

- 1. Contracting Organization:** The Town of Fort Myers Beach is responsible for this action. The Department of the Town Requesting is Culture, Parks and Recreation.
- 2. Description of Action:** This procurement request is to justify the request for goods or services for the justification of a sole source vendor.
- 3. Description of Goods or Services:** The purpose of this request is to secure the most qualified and experience vendor to conduct historical restoration on Newton Beach Cottage. The vendor, International Fine Art Conservation Studios Inc will be responsible for historical restoration on the exterior of Newton Beach Cottage. This will include replacing any original wood that is rotten with similar wood and the repainting of the Cottage to prevent further damage to the 1950s historical Cottage. All methodologies used will be in conjunction with the US Department of Interior Guidelines on Rehabilitation and Restoration of Historic Structures.
- 4. Authority:** The authority permitting the sole sourcing of services is Town of Fort Myers Beach Ordinance 2007-01, Section 5, subsection C page 6 " Department Director determines in writing, after conducting a good faith review of available sources that there is only one source". "The requisitioning department shall submit to the finance department written justification as to why there is only one source."
- 5. Applicability Of Authority:** International Fine Art Conservation Studios Inc is the only qualified vendor in the United States that can meet the historical restoration needs of Newton Beach Cottage and the justification is as follows:
 1. Over 30 years of experience in the field of historical restoration for National Register sites.
 2. Quality of restoration work that was completed for Mound House and Newton Beach Cottage on 2018 to repair damage caused by Hurricane Irma.
 3. Unable to locate other companies with this type of experience and quality of work in the field of historical restoration and conservation.
- 6. Efforts to Obtain Competition:** Review of (See RFQ 20-22-AD Ongoing Misc. Professional Services) two companies or products was undertaken and attached to this document.
- 7. Fair and Reasonable:** Comparison of cost for similar products are attached but due to the nature of the good or service we require International Fine Art Conservation Studios Inc. be awarded due to these reasons provided:
 1. Over 30 years of experience in the field of historical restoration for National Register sites.
 2. Quality of restoration work that was completed for Mound House and Newton Beach Cottage on 2018 to repair damage caused by Hurricane Irma.
 3. Unable to locate other companies with this type of experience and quality of work in the field of historical restoration and conservation.
- 8. Technical Requirements / Personnel Certification:** We hereby certify that the technical requirements and certifications are accurate.
- 9. Department Director Certification:** I hereby certify to the best of my knowledge this justification is accurate and complete.

Alison Griesel
Name

Alison Griesel
Signature

10-9-2020
Date

Finance Review: _____

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

Agenda Date_ Monday, October 19, 2020 Attach Copy for Audit_____

Florida Preservation Award

Tall Timbers is pleased to announce that the John Russell Pope designed house at Dixie received a 2020 Florida Preservation Award for Restoration/Rehabilitation by the Florida Trust for Historic Preservation. The awards recognize people, organizations and communities who have worked to protect Florida's extraordinary history and heritage. Award recipients were selected by a jury from around the state representing a variety of backgrounds and experiences.

"Although we are living in unprecedented times, it was important to us to continue our work recognizing excellence in historic preservation in our state," said Florida Trust Board President Friederike Mittner. "Thank you to our award winners for all they do for preservation in our state."



An oak allee leads to the front entrance of the Dixie House.

The 9,100-acre working/conservation property in Jefferson County is located in the heart of the Red Hills region, a distinct American landscape rich in natural and cultural resources. Under the Livingston family, the land became a highly regarded wild quail hunting preserve and one of the finest field trial venues in North America. The centerpiece of this grand estate is the 14,200-square-foot Neo-Classical Revival mansion designed in 1936 by John Russell Pope, one of the nation's most prominent twentieth century architects. The Livingston residence was his only Florida-constructed design.



Thanks to the financial support from the State of Florida and significant private donations, Tall Timbers/DPR, Inc. has completed a three-phase restoration and rehabilitation of the historic house.

The expertise of Edwards Olson Architecture and Childers Construction Company ensured a high-quality final result, including exterior and interior finishes, a commercial grade kitchen, central heating and air conditioning, repaired plumbing, and life safety and accessibility upgrades.



IFACS conducted a study of the historic paint colors in the Dixie House. The consultants exposed the original colors using the bullseye mechanical method which involves carefully sanding an

In addition, the award recognizes the craftsmanship of International Fine Art Conservation Studios, Inc. (IFACS) in the restoration of the historic paneled rooms. IFACS also conducted a detailed historic paint analysis to determine the original interior colors of the building.

exposure through all layers of paint until the plaster or timber substrate is reached. IFACS used a spectrophotometer to read the bullseye samples using the Munsell color standard for recording the results. Tall Timbers used IFACS' detailed report to select paint for repainting the interior in original colors.



According to the IFACS paint study, the dining room had been coated with a rainbow of paint throughout the history of the Dixie House and has now been restored to its original neutral colors. The more muted tones highlighted the elegant trim, artwork, and furniture the Livingstons placed in the room.



The second and third floor rooms were suffering extensive paint failure due to poor surface preparation and lack of an HVAC system. Once the HVAC system was installed, the interior surfaces were repaired, prepped properly, and repainted in the historic paint colors as determined by IFACS. The natural green tone in this bedroom complements the landscape around the house.



The historic paneling in the living room had been poorly refinished at some point unknown to Tall Timbers, and it was dark and dingy. After detailed surface testing and research, IFACS restored the living room paneling and trim to its original finish.



IFACS conservators thoroughly cleaned and restored detailed wooden trim, including fireplace mantles.

The restored venue will soon open to host scientific meetings and community events. According to Kevin McGorty, Land Conservancy Director, “the completion of this restoration project returns this unique country house to its rightful place as one of Florida’s architectural gems.”



IFACS Chief Conservator Mary Aldrich restores historic wood paneling in the Dixie House living room. Tall Timbers hired IFACS to study and restore the historic finishes of the living room paneling. IFACS also cleaned the historic paneling in the library, gun room, bar, and master bedroom sitting area. Additionally, IFACS developed

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*instructions for future care of the
paneling.*

1. **Requested Motion:**

Meeting Date: October 19, 2020

Approve an agreement with Valeo Networks in the amount of \$77,520 for Technical Support Services for the Town and authorize the Town Manager to execute the required documentation.

Why the action is necessary:

The current IT Services contract will expire in November, 2020. This authorization will provide a new IT service provider, Valeo Networks, for a one year term, with the option of three more one-year renewals.

What the action accomplishes:

Provides on-site technical services for the Town for one year.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

RFP-20-20-AD was issued and properly advertised for Technical Support Services for the Town of Fort Myers Beach.

The Town received four qualified responses to the solicitation. There were no local (Town of Fort Myers Beach) respondents. A Selection Committee met to review and discuss each firm.

Copies of the firm's bid packets are available for review by contacting the Town of Fort Myers Beach Procurement office.

During the Selection Committee, Valeo Networks was ranked #1 unanimously as being the best respondent. The Committee is requesting the Council approve the ranking and authorize the Town Manager to enter into negotiations with said company.

The agreement with Valeo Networks would be for a period of one (1) year with an option for three (3) additional terms of one (1) year each, for a possible four (4) year total term.

Attachments:

1. SPA-21-02-AD for IT Services with Valeo

Financial Impact:

An estimated reduction of over \$20,000 in annual costs.

6. **Alternative Action**

Do not approve the current contract and return to contract negotiations.

7. **Management Recommendations:**

Approve and Authorize the Town Manager to execute the new contract with Valeo Networks.

8. **Recommended Approval:**

Jason Freeman, Contracts Manager
John R Herin Jr, Town Attorney
Amy Baker, Deputy Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 10/9/2020
Approved - 10/13/2020
Approved - 10/13/2020
Final Approval - 10/14/2020

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is entered into this 20 day of October 2020, by and between the Town of Fort Myers Beach, a Florida municipal corporation with an address of 2523 Estero Boulevard, Fort Myers Beach, FL 33931, (hereafter "Town"), and **Saalex Corp. d/b/a Valeo Networks**, a Florida corporation with an address of **1006 Pathfinder Way Rockledge, FL 32955** (hereafter "Provider").

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

1. Scope of Services. Provider will perform all services and work necessary as set forth in "Scope of Services" attached as Exhibit "A". Provider warrants and represents that it is qualified, willing and able to provide and perform all services in accordance with the terms of this Agreement. The parties have the ability to modify the Scope of Services by mutual written agreement, except that the Town has the unilateral right to exclude specified services hereunder for any reason upon prior written notice to Provider and Provider will not be entitled to compensation for such excluded services unless those services have already been performed by Provider.
2. Term. The term of this Agreement is (1) year with an option for three (3) additional terms of one (1) year each commencing on November 1, 2020 and terminating on October 31, 2021.
3. Payment Obligation. The Town will pay for all requested and authorized services rendered hereunder by the Provider and completed in accordance with this Agreement, as set forth in attached Exhibit "B". The Provider's invoice statements must contain a breakdown of charges, description of services and work provided or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in this Agreement. In the event of a dispute as to the Town's payment obligation, the Town will pay the undisputed amount, if any, within 30 days of the date of the invoice.
4. Provider's Obligations. The Provider's obligations include, but are not limited to, the following:
 - a) Licensure. The Provider will maintain all licenses and certifications required by governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.
 - b) Provision of Services. The Provider will perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies that regulate or have jurisdiction over the services to be provided or performed by the Provider. All personnel assigned by Provider hereunder will be qualified to perform such duties. Provider will designate one person as the point of contact for the Town regarding its duties hereunder. Provider is solely responsible for all taxes incurred by Provider and will make all deductions required of employers by state, federal and local laws.

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

expiration date thereof, Provider will instruct the issuing company to mail 30 days written notice to the Town of such cancellation.

7. Inclusion of Additional Documents. Any request for bids and/or request for proposal, along with all exhibits or other attachments thereto as issued by the Town, are hereby incorporated by reference. In addition, the following Exhibits are attached hereto and hereby incorporated by reference: Exhibit "A"; Exhibit "B"; Exhibit "C".
8. Termination of Agreement. Either party may terminate this Agreement without cause upon 30 calendar days' prior written notice to the other, in which case the Town will compensate the Provider for all services performed prior to the effective date of termination and reimbursable expenses then due.
9. Assignment, Transfer and Subcontracts. The Provider may not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from the merger or consolidation of Provider with a third party. The Provider has the right, subject to the Town's prior written approval, to employ other persons and firms to serve as subcontractors to Provider in connection with its performance of services and work pursuant to this Agreement.
10. Maintenance of Records. The Provider will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to this Agreement. Said records and documentation will be retained by the Provider for a minimum of three years from the date of termination of this Agreement, or for such period as required by law. The Town and its authorized agents will, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during the term of this Agreement and the next succeeding three years.
11. Public Records. Contractor is required to comply with the provision of F.S. 119.0701. Specifically, the Contractor is required to keep and maintain the records required the Town to perform the services. Upon request by the Town or any third party, 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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

TOWN OF FORT MYERS BEACH

ATTEST:

BY: _____
Roger Hernstadt, TOWN MANAGER

BY: _____
Amy Baker, TOWN CLERK

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

BY: _____
John R. Herin, Jr., TOWN ATTORNEY

PROVIDER:

BY: _____
Signature
Name: _____
Title: _____

Witness Signature
Name: _____

EXHIBIT "A"

Scope of Services

Provide 24 x 7 monitoring of the Town's IT infrastructure

Valeo will use ConnectWise Automate RMM tool to deliver 24x7x365 monitoring of the Town's IT infrastructure. This tool provides us with in-depth performance metrics on all network-attached devices, including printers, copiers, routers, switches, firewalls, workstations, and servers. With this software we can deliver detailed health reports, receive alerts and alarms of current and pending system failures, and connect remotely to resolve issues. Any abnormalities that are detected will be immediately escalated for one of our engineers to resolve.

Valeo will ensure the continuous availability, reliability, and productivity of the Town's network and IT infrastructure through a combination of remote and on-site support. The hands-on service and support from our on-site technician, coupled with the guidance of our Chief Information Officer, will provide the Town with the resources necessary to ensure smooth, continuous operations of IT services. We will also provide the Town's staff access to our client web portal where they will be able to check network status, operations status, and open service tickets. At any given time, the Town will be able to see the overall status of its IT environment in real-time.

Assign a Primary Engineer that will serve as the day-to-day technical point of contact

Valeo is proposing a full-time engineer that will be on-site during the Town's normal business hours as well as after-hours for planned maintenance activities or emergency support. The on-site engineer will assist with technical problem resolution, IT project management, and other support tasks as needed at any of the Town's locations. This will be a system administration-level resource that will perform on-site support and service functions, which will be backed up by our Service Desk team as well as our Chief Information Officer and Cybersecurity team. Our on-site engineer will be capable of providing immediate hands-on assistance with technical issues and support for remediation projects; decommissioning of aging IT hardware; installation, configuration and setup of new servers, firewalls, desktops/laptops; and coordination of support services with the Town's IT hardware and software vendors.

Valeo's on-site engineer will attend the Town's IT management meetings upon request and be prepared to answer questions concerning the state of the Town's IT infrastructure and operations, as well as provide reports detailing service history, status of open and unresolved tickets, and updates on all ongoing projects.

Assign an Account Manager to support Town for any non-technical needs

Valeo provides clients with seamless, superior-quality Account Management support through our Customer Success team. Upon contract award, Valeo will assign Ms. Lawanna Perry as the Senior Account Manager who will partner with the Town to ensure Valeo engineers continue to deliver informed service and hardware recommendations based upon our intimate knowledge of the Town's environment. Our Customer Success Team is committed to the delivery of trustworthy and knowledgeable service, allowing the Town to effectively meet its IT goals and best serve the public interest.

Ms. Perry will support the Town with a range of services, beginning with the onboarding process,

ensuring a comprehensive and smooth transition, while securing all pertinent credentials necessary to carry out the contract. These processes typically include completing a discovery questionnaire; obtaining hardware, software, and ISP login credentials; completing a scope of work; providing comprehensive support during the onboarding period; and finalizing the Service Provider Agreement.

Ms. Perry will work hand-in-hand with the Town's staff during the first three contract months and will conduct Executive Business Reviews with the Town's administrators after the first 30 and 60 days of the contract. Ms. Perry will also schedule and coordinate the "Critical 90," a review which occurs 90-days after going live. Thereafter, Ms. Perry will organize quarterly account reviews to ensure Valeo's technical roadmap continues to align with the Town's IT objectives and business goals. Throughout the contract, Ms. Perry will continuously deliver informed IT services and hardware recommendations based upon their intimate knowledge of the Town's IT environment and will document and communicate the Town's priorities to our IT Sales and Engineering departments. Ms. Perry will also monitor our Service Desk to ensure all the end users' technical issues are being resolved thoroughly and expeditiously.

Our staff is dedicated to clear, concise, and accessible communication with our clients. We take pride in providing thorough, accurate, and comprehensive information in a timely manner. Valeo uses additional in-house staff to provide advanced communications, including developing custom analytics through our Data and Predictive Analytics (DAPA) group and by access to our technical writing team to assist with manuals, forms, and other technical documents.

In addition to providing a focal point for any inquiries concerning invoices, Ms. Perry will also be responsible for providing the Town with budgetary pricing and formal quotes for any equipment or out-of-scope services that will be required to fulfill near or long-term projects, tasks associated with any remediation efforts, technology refresh and/or upgrades, or new business initiatives that require investments in IT hardware, software, or services. Valeo has a dedicated procurement department that works closely with clients and vendors to ensure the best pricing and delivery options are provided for the products needed. Our procurement department will provide logistics and procurement services to leverage the Town's enterprise pricing if applicable, or Valeo will offer the Town favorable pricing when possible through our partnerships with major hardware and software suppliers, such as Dell, HP, and Microsoft.

Provide the following services in the quantities listed (quantities may increase as the business grows):

Microsoft Office Licenses 2013

As a Microsoft Silver Level Cloud Solutions Provider (CSP), Valeo provides support for on-premises and hybrid Office 365 and Microsoft Exchange environments. We manage and support over 20,000 e-mail addresses for existing clients and we have performed hundreds of migrations for customers moving from on-premises Microsoft Exchange hosted environments to Office 365. Our technicians are capable of managing and overseeing the health of each Microsoft Exchange server and Microsoft 365 cloud service.

On-Premise to Cloud Backup Services and Disaster Recovery (DR)

Valeo technicians will review the Town's existing backup procedures within the first 30 days of the contract and provide the appropriate schedule and data recovery objectives based on the Town's business needs. Valeo is experienced in managing on-premises backup systems,

including Barracuda and Datto backup appliances, as well as Cloud-based backup solutions such as Acronis, Datto, Solarwinds, and Veeam. We currently support clients on private and public Cloud storage platforms, including Google, Amazon, and Microsoft cloud solutions. The backup plan that we will implement for the Town will include backup schedules, retention policies, and restoration priorities for all systems servers and networking equipment; alternate connectivity options; and procedures to test and verify that backups are running correctly. We will monitor backups daily and remediate any technical issues as necessary. We will routinely review backup plans with the Town's staff and changes will be implemented and documented accordingly. Valeo will also practice restoration of data semi-annually to ensure the readiness and integrity of the Town's disaster recovery (DR) capability.

Valeo will also assist the Town with disaster preparedness and contingency planning by recommending custom solutions, including Continuity of Operations and Disaster Recovery plans that ensure data redundancy and system security. During the onboarding process, Valeo will conduct a disaster recovery assessment for the Town and determine a risk score. The score that is calculated will help us determine the level of risk the Town is exposed to should an outage or complete loss of data and processes occur. We will subsequently design and implement a Disaster Recovery solution that will meet the Town's business needs and budget.

Management of IT Infrastructure (Switches, Physical & Virtual Servers, Firewalls, WAP, SAN/NAS, etc.)

In the first 30 days of the contract, Valeo will conduct a comprehensive assessment of the Town's IT infrastructure, security posture, and IT administration policies, procedures, and processes. We will also perform a physical, on-site inspection and audit of all the Town's hardware and software assets. This will provide our technicians with a baseline to do a thorough analysis of the current state of the Town's IT environment and help prioritize what tasks need to be performed in order to address any performance, reliability, or security gaps in the environment. This includes bringing all operating systems and applications up to date with the latest software patches and security updates. In addition, we will identify any hardware or software assets that have reached or are approaching end-of-life (EOL), and will then present Town staff with recommendations on actions that can be taken to remediate EOL systems before they become disruptive to the Town's operations.

For IT infrastructure monitoring and management, Valeo employs ConnectWise Automate and Manage. The former is an RMM tool while the latter provides an integrated ticketing system. Automate monitors all end points and servers that have an agent. From there, tickets are created in ConnectWise Manage, notifying technicians of anything from potential hardware failures to full system outages.

Valeo has a series of SLAs that are configured in ConnectWise Manage. Tickets are automatically escalated in status so that technicians know to respond before our SLA deadlines. This automated workflow allows us to quickly identify and address high priorities and remain on top of all requests.

We implement industry and manufacturer best practices into our automated system, allowing thresholds to be set for factors that typically impede system performance. These thresholds include processor, memory, and disk utilization. This strategy promotes a healthy network environment for the Town. We continuously implement newer version updates of our systems to ensure we provide more thresholds, alerts, and monitoring tools to keep up with current threats and technology. Through our system-wide improvements and enhancements to IT infrastructure, the

Town will see a considerable reduction in the number of service requests and routine maintenance tasks (e.g., server reboots, individual workstation issues), freeing the on-site IT technician to focus on long-range goals and projects that will result in greater efficiency and productivity.

Additional Services

Work with Phone Hardware Vendor

Valeo has extensive experience working with various phone hardware vendors, including ShoreTel/Mitel, Avaya, Cisco, Digium, and Polycom, and will work with the Town's phone vendor to help resolve any technical issues that impact the Town's telecommunications services.

IT Planning & Budgeting, Representing the Town Needs & Interests, Interacting with Service Providers and Other Third Parties

Valeo will be providing vCTO services in our proposed Managed IT Services solution for the Town. Valeo's vCTO services will be vital to the successful transformation of the Town's IT infrastructure to a state that capitalizes on operational efficiencies and IT industry best practices around security, business continuity, and service management.

Valeo's vCTO will work with the Town's staff to develop short and long-range plans to promote innovation and drive operational efficiencies. The vCTO services that Valeo will be providing the Town include the following:

- IT Infrastructure Technology Refresh and Roadmap Planning
- Vendor Management
- Virtualization (desktop, server) Strategy and Planning
- Enterprise Storage (SAN, network attached storage [NAS]) Planning and DesignBackup and Disaster Recovery Planning
- Private, Public, and Hybrid Cloud Support
- Cybersecurity Planning and Implementation
- Advanced VPN Support and Deployments
- Aligning IT Support Strategy with Stated Objectives
- IT Budget and Policy Planning
- IT Project Management
- Directing support resources
- Network Infrastructure Design and Planning

Valeo's vCTO service will advance the Town's IT competency and ensure the infrastructure is effectively aligned with the technology needs of administrators, staff, and the public that use the Town's services. The vCTO will consult with the Town's officials to help create a set of processes, policies, and procedures designed to achieve operational efficiencies and to further the Town's business goals and growth objectives. This includes assisting the Town in identifying manual processes that can be automated to improve staff and administrative productivity as well as preparing the Town for the next generation of IT growth, all while ensuring that best practices based on the Information Technology Infrastructure Library (ITIL) framework are followed.

Valeo's Service Desk team frequently engages our industry partners like Microsoft, VMware, Dell, AWS, WatchGuard, and Datto to help resolve technical issues. Technical issues that cannot be

addressed by our Tier 1 and 2 Service Desk resources are escalated to Tier 3. At this level, the most qualified specialists, collaborating with third-party vendor personnel, provide support to resolve the most complex issues. Examples include internet issues, Line of Business application updates, and critical network issues.

In addition to working with industry partners on remediation of technical issues, we also collaborate with them on developing and implementing customized solutions to address our clients' IT requirements in all areas, including networking design, server and desktop/laptop computing, storage and backup systems, security, cloud hosting, and more.

Out of scope services

Valeo will notify the Town of any out-of-scope services that our technicians recommend, including modifications to the Town's IT infrastructure due to remediation of issues that result from the Town's activities, and we will obtain authorization from the Town prior to performing any out-of-scope work. Other examples of out of scope services that Valeo can perform include introducing new equipment into the Town's environment, and setting up IT infrastructure for new locations that may be added in the future or physical office moves.

Services that fall outside of normal business hours

Valeo will assume responsibility for services that fall outside of normal business hours, ensuring that any projects are performed on schedule and within a fixed price budget. On all projects, we will conduct a discovery phase to identify the Town's requirements, assess current conditions and project status, outline needs and goals of all stakeholders, and develop a road map for all projects from start to finish. Valeo will secure approval from the Town before commencing any work and provide guidance in areas that can improve efficiency or cost savings.

Valeo will support projects during the Town's normal business hours if they are not disruptive to the day-to-day operations of any of the Town's staff. Adding new access points and creating new file servers and projects of a similar scope are considered nonintrusive if there is not a requirement to reboot the network or take any users offline. If the project requires removing a service, hardware, or network component, Valeo will schedule work for after hours to implement the changes. Valeo will leverage the on-site engineer to implement any physical changes to infrastructure and end-user support that cannot be handled remotely, and when appropriate, we will engage external resources. Below we provide a list of typical projects we have performed for clients and the corresponding disruption type and planning activity.

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Project Type, Disruption Type, and Proposed Planning Activities

Project	Disruption Type	Planning
PC replacement	Scheduled during lunch hours	Account Manager will schedule times when the engineer is on-site and can swap equipment with the end user during non-work hours. After returning from lunch, the end user can test the new machine and get immediate remediation if they encounter issues with the new equipment while the technician is onsite.
Mobile computing	Scheduled during lunch hours	Mobile devices will be scheduled by the Account Manager to leave equipment with the engineer before leaving for lunch so the Mobile Device Management (MDM) solution, applications, and any other provisioning can be installed during planned nonuse hours. The end user will be notified if the project will take more than one (1) hour so they can adjust their scheduled use of the device according to the estimated time.
Network refresh	After hours	Network equipment will be staged and all updates will be applied during regular hours. When the devices are ready to be installed onto the Town's network, Valeo will plan at least 72 hours in advance and notify all affected users that the network or other services will be unavailable during the after-hours service window.
Uninterruptable Power Supply (UPS) in main computer room	After hours	Valeo will plan at least 72 hours in advance and notify all affected users that the network or other services will be unavailable during the after-hours service window.
VMware upgrade and server refresh	After hours	Valeo will plan at least 72 hours in advance and notify all affected users that the network or other services will be unavailable during the after-hours service window.
Wireless network improvements	After hours	The Town will be notified if the end users are connected via LAN or wireless. If improvements will not interfere with business continuity, the Town has the option to replace wireless equipment during business hours. If the replacement will affect critical users or systems, Valeo will complete this project after hours, as approved by the Town.
Office 365 for e-mail and e-mail archiving	After hours	Valeo will plan at least 72 hours in advance and notify all affected users that the network or other services will be unavailable during the after-hours service window.
Off-site backups	No disruption	No disruption during or after hours will occur with this project in most cases (depends on the Town's choice of off-site backup solutions).
Firewall replacement	After hours	Valeo will plan at least 72 hours in advance and notify all affected users that the network will be unavailable during the after-hours service window.

Required Service Provider Response:

Category	Description	Response Time (Business Hours/ After Hours)	Update Town	Escalation Threshold
Critical	Business-critical systems down (server, network, primary application, etc.). Business cannot perform work at all	Business Hours: Immediate – 15 min After Hours: Immediate – 30 min	Continuous Updates via Ticket or Phone	15-30 min
High	Time-sensitive: Critical business systems are not functioning properly, not down and not all users affected. The urgent problem requires timely attention	Business Hours: Immediate – 15 min After Hours: Immediate – 30 min	Continuous Updates via Ticket or Phone	15-30 min
Medium	Non-critical problems or requests: Requests ranging from application issues to printer error and user setup / provisioning (Add/Change request), non-critical items not impacting day-to- day operation	Business Hours: Immediate – 15 min After Hours: Immediate – 30 min	Continuous Updates via Ticket or Phone	15-30 min
Low	Requests that can be handled when time permits; maintenance, information requests, user information, etc.; or are scheduled such as hardware/software deployments	Business Hours: Immediate – 15 min After Hours: Immediate – 30 min	Continuous Updates via Ticket or Phone	15-30 min

This list is not necessarily all-inclusive, if at any time something needs attention outside of the norm, we will inform the Service Provider. Additional Information Technology Services may be requested by Town for special purposes and be billed separately with written Town approval.

Audio Visual/ VoIP/ Misc. Support

Valeo will support the maintenance of the Town's Audio Visual systems and liaison with the AV vendor as well as any other vendors or contacts providing technical services to the Town, including ISPs, VoIP telecommunications service providers, phone hardware vendors, cabling professionals, and printing solutions providers. Valeo staff will perform all networking and configuration tasks for the Town's audiovisual systems, ensuring connectivity with all cameras, Digital Video Recorder equipment, audiovisual controllers, firewalls, and switches. Additional services Valeo will provide the Town include the following:

1. Determining optimal camera selection and placement
2. Verifying network infrastructure and certifying the cabling
3. Verifying that the Town's network is optimized for video surveillance
4. Calculating and determining the appropriate power-over-Ethernet (PoE) required to ensure sufficient power is available per switch and verifying that the correct midspan is used for exterior cameras
5. Special A/V operations relevant to Chamber rentals
6. Provide any additional resources Service Provider may need to bring to bear to resolve any issue that cannot be addressed by the on-site technician
7. Any additional projects that are not defined at this time and are outside of the scope of this contract are subject to hourly project fees

If it is determined that the network cabling inside the computer room is damaged or not functioning properly, Valeo will work with the Town's cabling vendor to replace cables as needed.

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EXHIBIT "B"

PAYMENT OBLIGATION

1. The Town will pay the Provider as follows for all services listed in Exhibit "A":
- 2.

Monthly fixed fee of \$6,460/month

Total of \$77,520.00 for the first year

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

IT Services included in the MSP package for the Town of Fort Myers Beach

Valeo Networks MSP Package	Included in monthly service fee	Additional Cost
On-site Technician • Full-time: 40 hours/week (8 hours/day each weekday)	Yes	
Primary Engineer who will serve as the day-to-day technical point of contact: • Day-to-day management and support of Town infrastructure • Directing support resources • Providing IT project management • Coordination of IT vendor services • Coordination of IT procurement in accordance with established Town policy • Aligning IT support strategy with stated objectives • Provide standard reports as requested • Attending established IT management meetings as requested	Yes	
Account Manager who will support Town for any non-technical needs, including: • Resolving any customer service issues • Contract review and modifications • Providing quotes for requested products and services • Invoicing inquiries • Attending established IT management meetings as set by Town	Yes	
Provide the following services in the quantities listed (quantities may increase as the business grows) • Manage Microsoft Office License 2013 – approximately 125 licenses • Manage On Premise to Cloud Backup Services • Manage Firewalls – 1 location • Manage Switches – 9 • Physical Servers – 3 • Virtual Servers – 12 • Manager Remote Backup Storage – 1 on premise to Cloud • Manage Wireless Access Points – 17 @ 5 locations • Network Attached Storage (NAS) Device (1) • Storage Attached Network (SAN) Device (1)	Yes	
Additional requested town services: • Work with phone hardware vendor as needed • IT planning & budgeting • Represent the Town needs & interests; directly interacting with Service Providers and other parties • Technical Point of Contact for Internet Service Provider (ISP) as needed • Participate in and assist with audits, state and federal reviews as needed	Yes	

24 x 7 monitoring of the Town's IT infrastructure	Yes	
• After hours support: From 4:30 PM – 8:30 AM, 365 days per year, including weekends and holidays • Four-hour on-site support included at no additional cost for Critical and High Priority services • After-hours support included at no additional cost for Critical and High Priority services with scheduling for all others • Invoice After-hours Medium and Low service categories based on negotiated contract rates		Yes

Additional out-of-scope services	Included in monthly service fee	Additional Cost
Emergency Hour(s) Service		Yes
Virtual Chief Technology Officer (vCTO) Services (e.g., Life Cycle and Change Management Planning, Network Infrastructure Design, Planning and Upgrades)		Yes
Security Information Event Monitoring (SIEM)		Yes
Cloud Services maintenance. Cloud migration services and new Cloud service deployments are out-of-scope.		Yes
Out-of-Scope requiring CIO		Yes
Out-of-Scope Projects (e.g., adding or upgrading new equipment, software, telephone systems, routers, switches, firewalls, servers, applications, fiber switches deployment, additional on-site visits)		Yes

Fees assume the following:

1. The recurring MSP that Valeo will be providing the Town will be based on our Essentials Security Package, as detailed in Section 5.0 of our response.
2. Our Help Desk team will remediate technical issues and resolve them remotely, in addition to 40 hours a week of on-site support. If additional personnel is requested on-site, they will be billed separately at the actual cost to Valeo as pre-approved to the Town.
3. Fees do not include the cost of any hardware or software.
4. Fixed fee is only provided for Year 1. Should the Town like to renew for a subsequent 12- month term, there will be a 2.5% escalation to factor in cost of living adjustments.

Monthly fixed fee for the Town of Fort Myers Beach

Fixed-Fee Service	Year 1	Year 2	Year 3	Year 4
Per Month	\$6,460.00	\$6,621.50	\$6,787.04	\$6,956.71
Per Year	\$77,520.00	\$79,458.00	\$81,444.45	\$83,480.56

The below items shown below list our prices for the services not included in our MSP package. Valeo would like to assure that we will not perform any services that would incur additional costs without receiving the Town's approval.

Additional Out-of-Scope services fees

Out-of-Scope services	Year 1	Year 2	Year 3	Year 4
Emergency Hour(s) Serviceafter	\$95.00 Per hour	\$97.38	\$99.81	\$102.30
Virtual Chief Technology Officer (vCTO) Services (e.g., Life Cycle and Change Management Planning, Network Infrastructure Design, Planning and Upgrades)	\$100.00 Per hour	\$102.50	\$105.06	\$107.69
Security Information Event Monitoring (SIEM)	\$12.00 Per device	\$12.30	\$12.61	\$12.92
Cloud Services maintenance. Cloud migration services and new Cloud service deployments are out-of-scope.	\$75.00 Per hour			
Out-of-Scope requiring Chief Information Officer (CIO)	\$150.00 Per hour	\$153.75	\$157.59	\$161.53
Out-of-Scope Projects (e.g., adding or upgrading new equipment, software, telephone systems, routers, switches, firewalls, servers, applications, fiber switches deployment, additional on-site visits)	\$75.00 Per hour	\$76.88	\$78.80	\$80.77

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EXHIBIT "C"

INSURANCE

All Service Providers shall submit proof of insurance as set forth below. Certificates of insurance written by a company or companies acceptable to the Town shall be submitted to the Town no later than ten (10) days after award of the contract. Failure to do so will disqualify the Service Provider automatically. The award of a contract is conditioned upon such submittal to the Town's satisfaction. Certificates of insurance shall list the Town as the certificate holder and as an additional insured. Insurance shall be maintained during the entire term of the contract, shall include Contractual Liability and Products and Completed Operations Coverage, and shall be of the following forms and limits:

Workers Compensation Coverage for all employees to comply with Statutory Limits in compliance with the applicable State and Federal laws;

Commercial General Liability Insurance with minimum limits of \$1,000,000 each occurrence combined single limit or \$1,000,000 each occurrence/\$1,000,000 general aggregate;

Business Automobile Liability Insurance with minimum limits of \$1,000,000 each occurrence Combined Single Limit or \$1,000,000 each occurrence/\$1,000,000 general aggregate; and

Crime Coverage with minimum limits of \$200,000.

The establishment of minimum limits of insurance by Town does not reduce or limit the liability or responsibilities of Service Provider.

Renewal shall be sent to the Town at least 30 days prior to any expiration date. Service Provider shall ensure that its insurer provides a 30 day notification to the Town in the event of cancellation, renewal, or modification of any required insurance coverage requirements that the Service Provider is required to meet. The Service Provider shall provide the Town with certificates of insurance meeting the required insurance provisions.

1. **Requested Motion:**

Meeting Date: October 19, 2020

Approve three Supplemental Task Authorizations for FY21 exceeding \$25,000 for Professional Services for Community Development in the areas of Environmental Services, Planning/Zoning, and Building Services, and authorize the Town Manager to execute the required documentation.

Why the action is necessary:

These contracts will provide needed professional services for Community Development in the areas of Building Services, Planning/Zoning, and Environmental Services.

What the action accomplishes:

This will provide professional services for the Town in the areas of Building Services, Planning/Zoning, and Environmental Services for FY21. These contracts, if approved, would be approved to begin at the start of the fiscal year, October 1, 2020 through September 30, 2021.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

The following three STAs exceed \$25,000 and therefore require Town Council approval:

In accordance with RFQ-19-17-AD, approve STA # 4 with SWFL ENV, LLC (Chadd Chustz) in the not to exceed annual amount of \$75,000 for Professional Services in the area of Environmental Services and authorize the Town Manager to execute the required documentation.

In accordance with RFQ-20-22-AD, approve STA # 1 with Axis Infrastructure (Jason Green & Kalyani Bhutada) in the not to exceed annual amount of \$125,000 for Professional Services in the area of Planning/Zoning and authorize the Town Manager to execute the required documentation. Additional work, estimated at \$85,000, is subject to applicative fees if needed.

In accordance with RFQ-20-22-AD, approve STA # 1 with GFA International (Jack McStravic-Building Official) in the not to exceed annual amount of \$325,000 for Professional Services in the area of Building Services and authorize the Town Manager to execute the required documentation.

Attachments:

1. Axis Infrastructure STA #1 Not to Exceed \$125,000
2. GFA International STA #1 Not to Exceed \$325,000
3. SWFL ENV, LLC STA# 4 Not to Exceed \$75,000

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

To approve the three STAs with SWFL ENV, LLC, Axis Infrastructure, and GFA International, Inc for FY21.

8. Recommended Approval:

Jason Freeman, Contracts Manager
John R Herin Jr, Town Attorney
Amy Baker, Deputy Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 10/13/2020
Approved - 10/13/2020
Approved - 10/13/2020
Final Approval - 10/14/2020

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

 X Supplemental Task Authorization

NO.: STA # 1

CONTRACT/PROJECT NAME: Technical Support, GIS, and Special Project Management FY21

CONSULTANT: Axis Infrastructure

PROJECT NO.: _____

SOLICIT NO.: RFQ-20-22-AD

CONTRACT NO.: _____

REQUESTED BY: Daphnie Saunders / Comm, Services DATE OF REQUEST: 10/01/2020

Upon the completion and execution of this Supplemental Task Authorization by both parties, the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "A" SCOPE OF PROFESSIONAL SERVICE: DATED: October 01, 2020

EXHIBIT "B" COMPENSATION & METHOD OF PAYMENT: DATED: October 01, 2020

EXHIBIT "C" TIME AND SCHEDULE OF PERFORMANCE: DATED: October 01, 2020

EXHIBIT "D" CONSULTANT'S/PROVIDER'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: October 01, 2020

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

RECOMMENDED:

By: _____
Department Director Date

By: _____
Contracts Manager Date

ACCEPTED: Axis Infrastructure

By: _____
Consultant/Provider Date

TOWN APPROVAL:

By: _____
Town Manager Date

Cost of STA: \$ NTE \$125,000

Date: October 01, 2020

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES

Technical Support, GIS, and Special Project Management

Overview

STA NO. 1: Technical Support, GIS, and Special Project Management from October 1, 2020 through September 30, 2021

The following services will be provided by Axis Infrastructure:

- 1:**
Planning and Zoning staff, permit reviews, and technical analysis as required by the Comprehensive Plan and Land Development Code.
- 2:**
Coordination with Town departments and staff, advisory boards, and public hearings.
- 3:**
Coordinate special projects, manage Comprehensive Plan and LDC rewrites, manage GIS resources and other assets.

Hourly Breakdown:

Community Development Direct Hourly @ 95/hour
Planner Hourly @ 78/hour

Total Cost (of Job): \$125,000.00

EXHIBIT BDate: October 01, 2020COMPENSATION AND METHOD OF PAYMENT FORTechnical Support, GIS, and Special Project ManagementSection 1. BASIC SERVICES/TASK(S)

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

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
#1	Technical Support Community Development	\$125,000.00	NTE	WIPP
TOTAL (Unless list is continued on next page)		\$ 125,000.00	NTE	

Section 2. ADDITIONAL SERVICES

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

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated October 1, 2020, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto Month DD, YYYY entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: October 01,2020

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE FOR Technical Support,
GIS, and Special Project Management

Consultant or Sub-consultant Name: Axis Infrastructure
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Development Director	50.00	1.9	95
Planner	31.25	2.5	78

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

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

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

ATTACHMENT NO. 2 TO EXHIBIT B

Date: October 01, 2020

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR Technical Support, GIS,
and Special Project Management

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

[illegible]

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

EXHIBIT C

Date: October 01,2020

TIME AND SCHEDULE OF PERFORMANCE FOR

JOB NAME – Fiscal Year 2021 Technical Support, GIS, and Special Project Management

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

Phase and/or Task Reference As Enumerated in EXHIBIT “A”	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
#1	Technical Support, GIS, and Special Project Management	Ongoing	Ongoing

EXHIBIT D

Date: October 01, 2020

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S) FOR
Technical Support, GIS, and Special Project Management

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

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

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No
Planning	Weiler Engineering Corp.				X	

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

X Supplemental Task Authorization

NO.: STA # 1

CONTRACT/PROJECT NAME: FY20/21 Building Services

CONSULTANT: GFA International

PROJECT NO.: _____

SOLICIT NO.: RFQ-20-22-AD

CONTRACT NO.: _____

REQUESTED BY: Daphnie Saunders / Comm Services DATE OF REQUEST: 10/01/2020

Upon the completion and execution of this Supplemental Task Authorization by both parties, the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "A" SCOPE OF PROFESSIONAL SERVICE: DATED: October 01,2020

EXHIBIT "B" COMPENSATION & METHOD OF PAYMENT: DATED: October 01,2020

EXHIBIT "C" TIME AND SCHEDULE OF PERFORMANCE: DATED: October 01,2020

EXHIBIT "D" CONSULTANT'S/PROVIDER'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: October 01,2020

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

RECOMMENDED:

By: _____ Date _____ By: _____ Date _____
Department Director Contracts Manager

ACCEPTED: GFA International

By: _____ Date _____
Consultant/Provider

TOWN APPROVAL:

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

Cost of STA: \$ _NTE \$325,000_

Date: October 01, 2020

EXHIBIT A
SCOPE OF PROFESSIONAL SERVICES
FY20/21 Building Services

Overview

STA NO. 1 FY20/21 Building Services

The following services will be provided by GFA International:

- | | |
|-----------------------------|------------------|
| 1: Building Official | \$105/Hr. |
| 2: Plans Examiner | \$85/Hr. |
| 3: Inspector | \$75/Hr. |

Total Cost (of Job): _____ NTE: \$325,000.00

EXHIBIT BDate: October 01, 2020COMPENSATION AND METHOD OF PAYMENT FOR
FY20/21 Building ServicesSection 1. BASIC SERVICES/TASK(S)

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

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
#1	Short Desc of job	\$325,000.00	LS	WIPP
TOTAL (Unless list is continued on next page)		\$325,000.00	LS	

Section 2. ADDITIONAL SERVICES

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

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated October 01, 2020 entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto October 01, 2020 entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: October 01, 2020

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE FOR FY20/21 Building
Services

Consultant or Sub-consultant Name: GFA International
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Standard Rate Schedule As Included with Proposal			

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

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

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

ATTACHMENT NO. 2 TO EXHIBIT B

Date: October 01, 2020

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR FY20/21 Building Services

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

[illegible]

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

EXHIBIT C

Date: October 01, 2020

TIME AND SCHEDULE OF PERFORMANCE FOR
FY20/21 Building Services

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

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
#1	Building Services FY21	Ongoing	Ongoing

EXHIBIT D

Date: October 01, 2020

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S) FOR
FY20/21 Building Services

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

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

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No
	NONE				X	

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

X Supplemental Task Authorization

NO.: STA #4

CONTRACT/PROJECT NAME: Environmental Services FY21

CONSULTANT: SWFL ENV, LLC

PROJECT NO.: _____

SOLICIT NO.: RFQ-19-17-AD

CONTRACT NO. RFQ-19-17-AD

REQUESTED BY: Daphnie Saunders/ Comm. Services DATE OF REQUEST: 10/01/20

Upon the completion and execution of this Supplemental Task Authorization by both parties, the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "A" SCOPE OF PROFESSIONAL SERVICE: DATED: 10/01/2020

EXHIBIT "B" COMPENSATION & METHOD OF PAYMENT: DATED: 10/01/2020

EXHIBIT "C" TIME AND SCHEDULE OF PERFORMANCE: DATED: 10/01/2020

EXHIBIT "D" CONSULTANT'S/PROVIDER'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: 10/01/2020

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

RECOMMENDED:

By: [Signature] 9/30/2020
Department Director Date

By: _____
Contracts Manager Date

ACCEPTED: SWFL ENV, LLC

By: [Signature] 1 OCT 2020
Consultant/Provider Date

TOWN APPROVAL:

By: _____
Town Manager Date

Cost of STA: \$ _____ NTE 75,000 _____

Date: 10/01/2020

EXHIBIT A
SCOPE OF PROFESSIONAL SERVICES
ENVIRONMENTAL SERVICES FY21 – OCTOBER / 2020

Overview

STA NO. 1 : Description - Date

The following services will be provided by SWFL ENV, LLC:

- 1: Environmental Project Management
- 2: Environmental Code Compliance Education and Enforcement
- 3: Town Ordinance Revision
- 4: Listed Species Conservation

Hourly Breakdown:

\$35/hour

Total Cost (of Job): \$75,000.00

EXHIBIT BDate: October 01, 2020**COMPENSATION AND METHOD OF PAYMENT FOR
ENVIRONMENTAL SERVICES FY21- OCTOBER 2020****Section 1. BASIC SERVICES/TASK(S)**

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

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
#1	Environmental Services FY21	\$75,000.00	NTE	WIPP
TOTAL (Unless list is continued on next page)		\$75,000.00	NTE	

Section 2. ADDITIONAL SERVICES

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

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated October 1, 2020, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto October 1, 2020 entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: October 1, 2020

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE FOR ENVIRONMENTAL SERVICES

Consultant or Sub-consultant Name: SWFL ENV, LLC
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Standard Rate Schedule As Included with Proposal			

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

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

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

ATTACHMENT NO. 2 TO EXHIBIT B

Date: October 1, 2020

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR ENVIRONMENTAL SERVICES

CONSULTANT OR SUB-CONSULTANT NAME: SWFL ENV. LLC
(A separate Attachment No. 2 should be included for each Sub-Consultant)

[illegible]

NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).

Administrative Services Fee – Applicable only when specifically authorized by the Town, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.

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

EXHIBIT C

Date: October 01, 2020

TIME AND SCHEDULE OF PERFORMANCE FOR ENVIRONMENTAL SERVICES – OCTOBER 2020

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

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
#1	Environmental Project Management	365 days	365 days

EXHIBIT D

Date: October 01, 2020

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S) FOR
ENVIRONMENTAL SERVICES- OCTOBER 2020

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

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

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No
	NONE					

1. **Requested Motion:**

Meeting Date: October 19, 2020

Presentation by DRMP Inc. of the design status for Times Square, Bay Oaks and Bayside Park.

Why the action is necessary:

Provides an update to Town Council and the public as to the current design status of Times Square, Bay Oaks and Bayside Park.

What the action accomplishes:

Provides an update to Town Council for the design of Times Square, Bay Oaks and Bayside Park.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

Chelsea O'Riley, Public Works
Director

5. **Background:**

DRMP Inc. was contracted to design Times Square, Bay Oaks and Bayside Park. To date, DRMP Inc. has completed 60% design of Times Square, 30% design of Bay Oaks and 30% design of Bayside Park. This presentation will provide an update as to the current design status of each project.

Attachments:

1. Times Square - 2020-10-19
2. Bay Oaks Recreational Campus - 2020-10-19
3. Bay Side Park - 2020-10-19

Financial Impact:

Council will determine whether to continue design by funding 100% design for these projects.

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

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

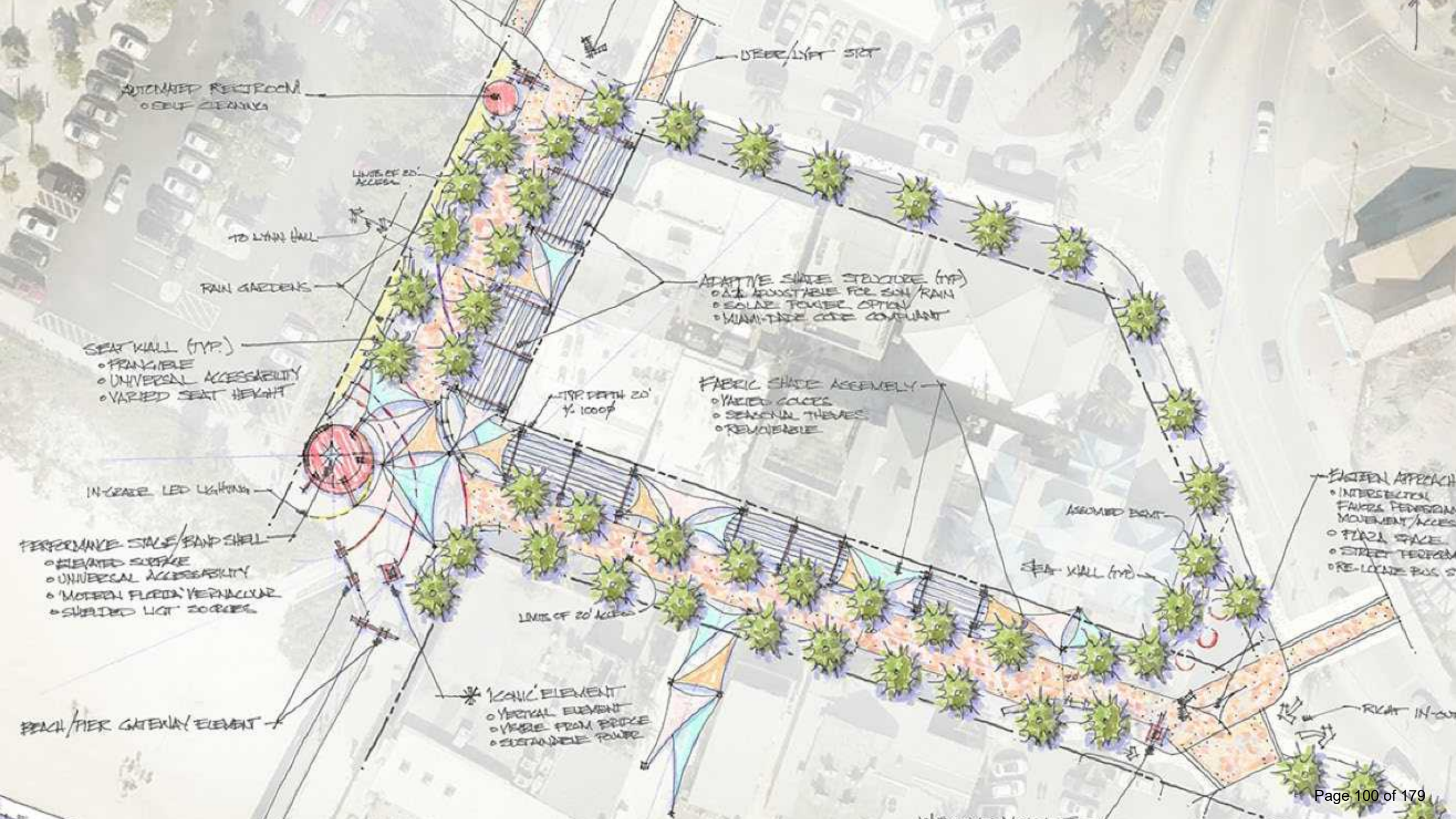
Created/Initiated - 9/25/2020
Approved - 9/25/2020
Approved - 9/28/2020
Approved - 10/7/2020
Final Approval - 10/14/2020

Times Square Update



October 19, 2020





AUTOMATED RESTROOM
OCEAN CEMENT

DECK/LIFT STGT

LINES OF 20'
ACCESS

TO LYNN HALL

RAIN GARDENS

SEATING WALL (TYP.)

- BREAKABLE
- UNIVERSAL ACCESSIBILITY
- VARIED SEAT HEIGHT

ADAPTIVE SHADE STRUCTURE (TYP.)
◦ CAN ADJUSTABLE FOR SUN/RAIN
◦ SOLAR PANEL OPTION
◦ WIND-TIGHT CODE COMPLIANT

FABRIC SHADE ASSEMBLY
◦ VARIED COLORS
◦ SEASONAL THEMES
◦ REMOVABLE

TYP. DEPTH 20'
x 1000P

IN-GRADE LED LIGHTING

PERFORMER STAGE/BAND SHELL

- ELEVATED SURFACE
- UNIVERSAL ACCESSIBILITY
- MODERN FLORIDA VERNACULAR
- SHADED LIGHT SOURCES

ASSUMED DECK

SEA WALL (TYP.)

EASTERN APPROACH

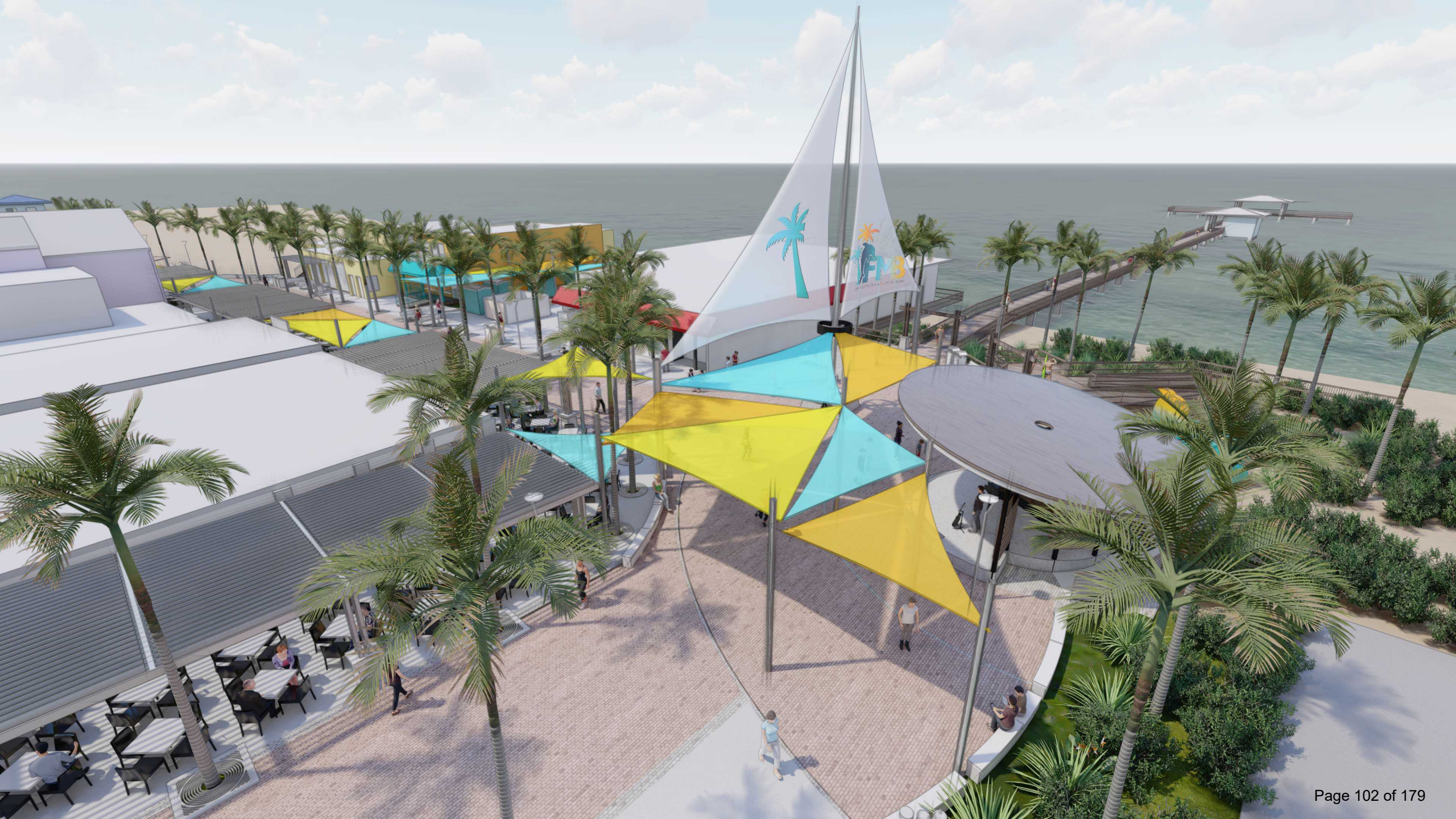
- INTERSECTION
FAVORS PEDESTRIAN
MOVEMENT/ACCESS
- PLAZA SPACE
- STREET THERMOP
- PRE-LOAN BUS ST

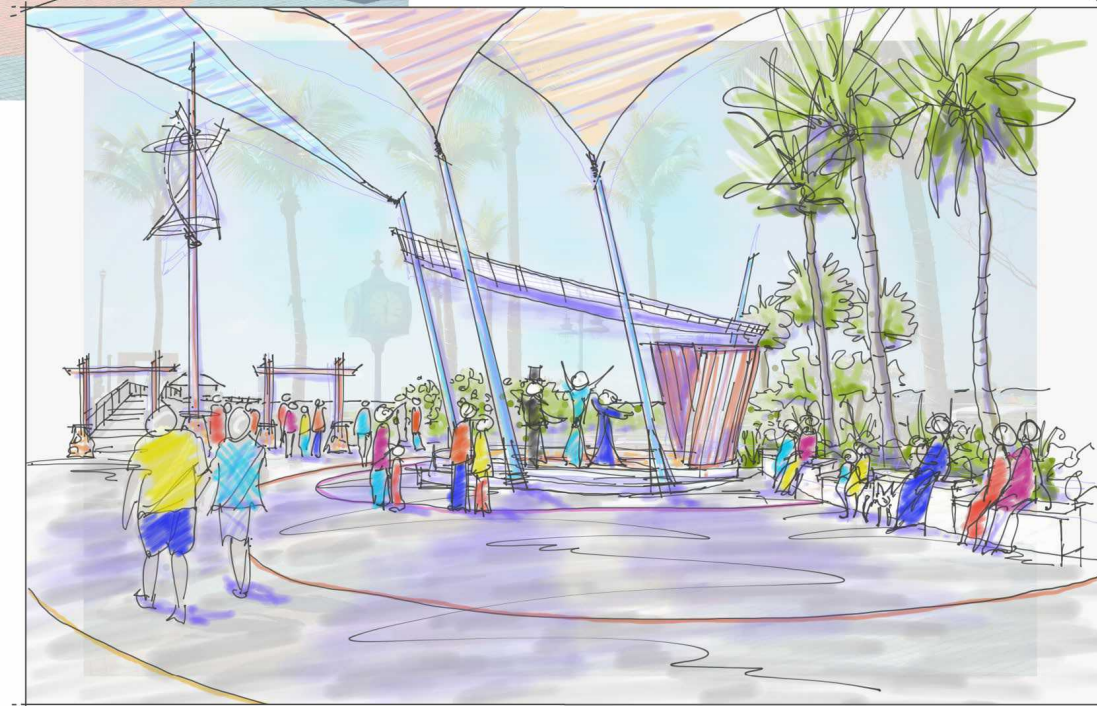
PEACH/PIER GATEWAY ELEMENT

KAYAK ELEMENT
◦ VERTICAL ELEMENT
◦ VISIBLE FROM BRIDGE
◦ SUSTAINABLE POWER

RIGHT IN-CUT



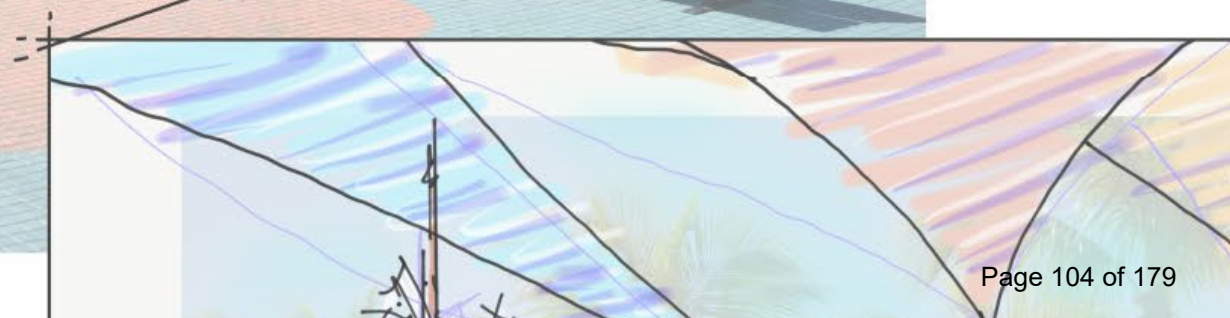




TOWN OF
FORT MYERS BEACH

TIMES SQUARE REDEVELOPMENT

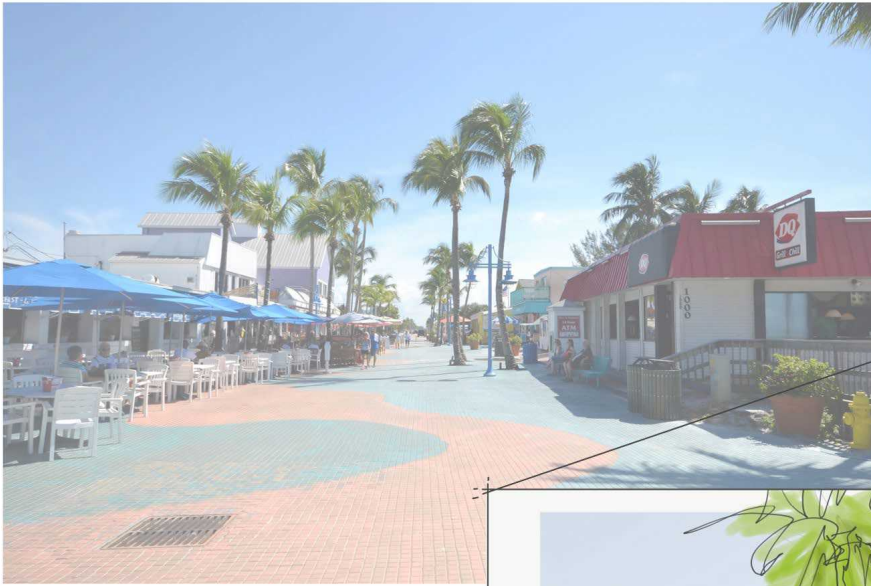
ENSITE, INC.
OCT. 2019







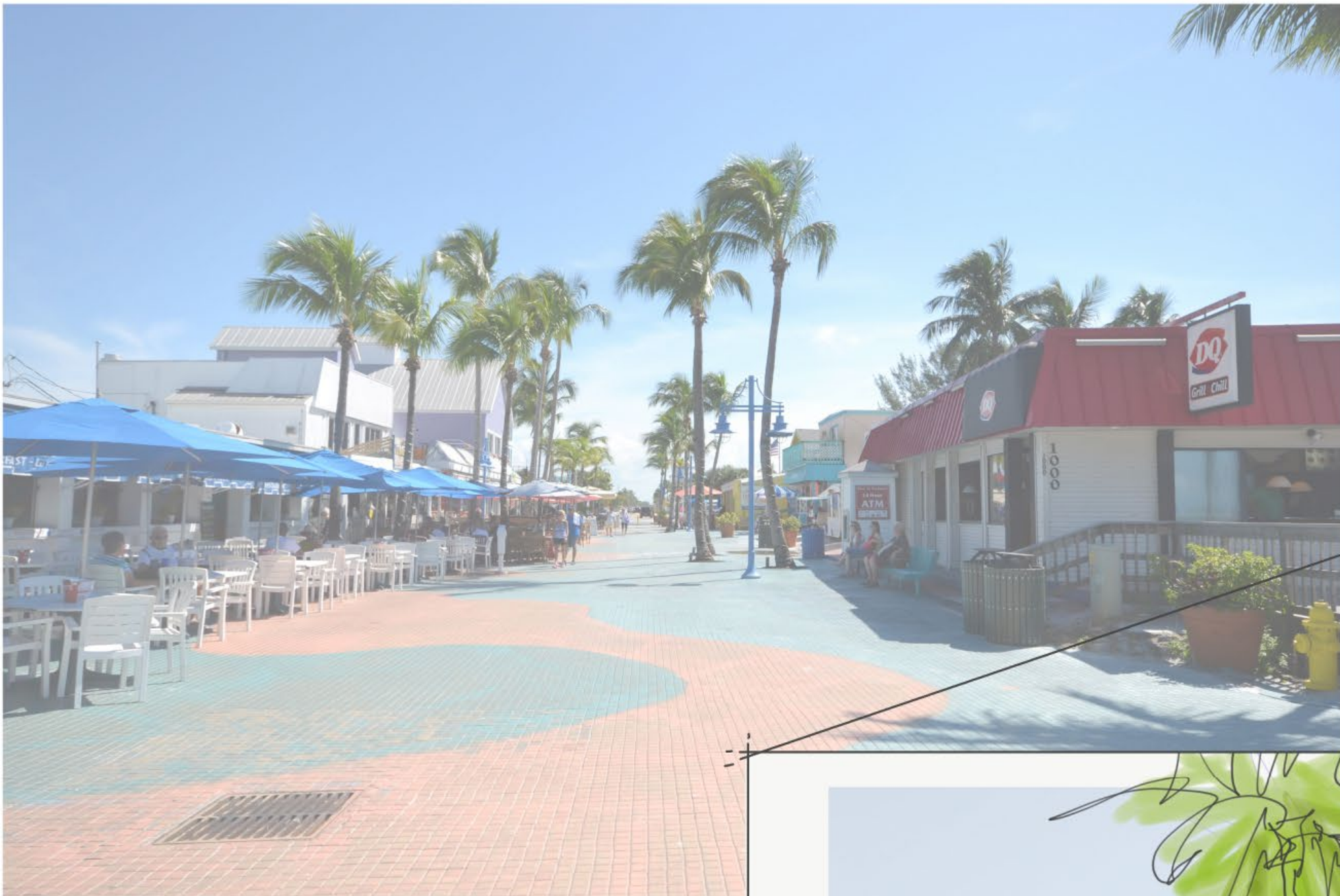




TIMES SQUARE REDEVELOPMENT

TOWN OF
FORT MYERS BEACH

ENSITE, INC.
OCT. 2019









FORT MYERS BEACH • ESTERO ISLAND







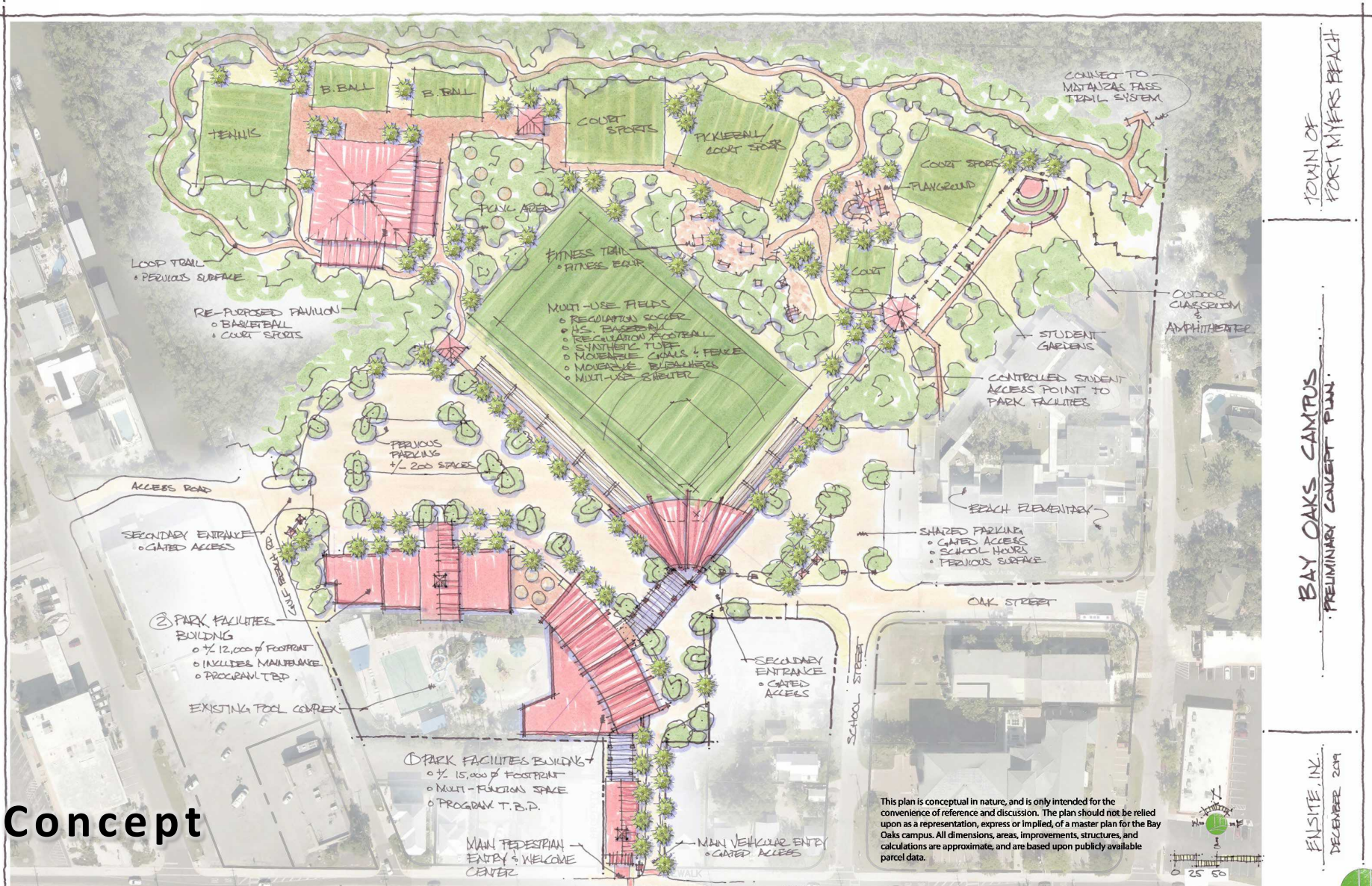


Bay Oaks Recreational Campus Considerations



August 17, 2020

Original Concept



TOWN OF
FORT MYERS BEACH

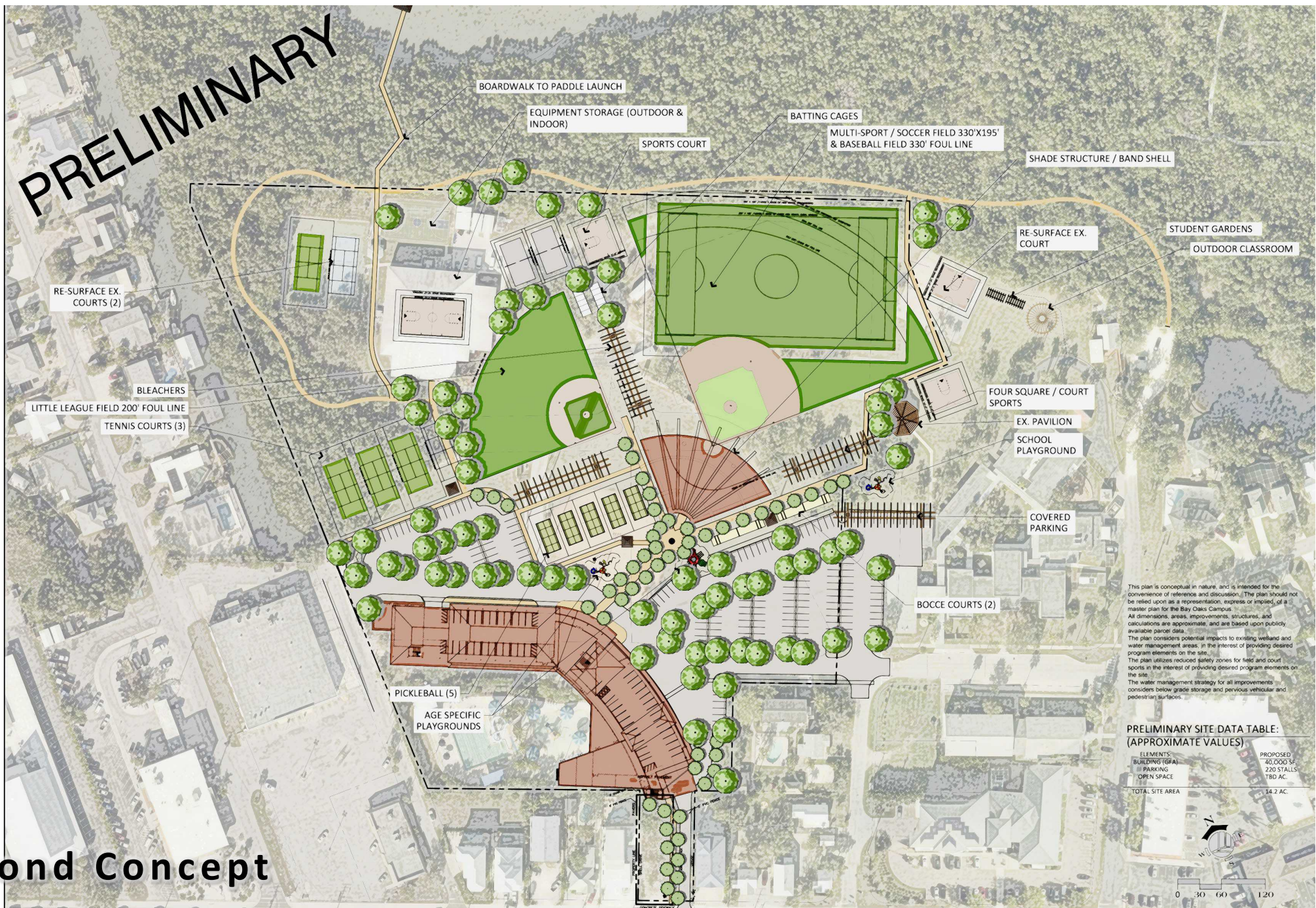
BAY OAKS CAMPUS
PRELIMINARY CONCEPT PLAN

ENSLEY, INC.
DECEMBER 2019

This plan is conceptual in nature, and is only intended for the convenience of reference and discussion. The plan should not be relied upon as a representation, express or implied, of a master plan for the Bay Oaks campus. All dimensions, areas, improvements, structures, and calculations are approximate, and are based upon publicly available parcel data.



PRELIMINARY



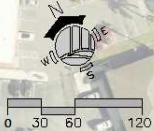
Second Concept



This plan is conceptual in nature, and is intended for the convenience of reference and discussion. The plan should not be relied upon as a representation, express or implied, of a master plan for the Bay Oaks Campus. All dimensions, areas, improvements, structures, and calculations are approximate, and are based upon publicly available parcel data. The plan considers potential impacts to existing wetland and water management areas, in the interest of providing desired program elements on the site. The plan utilizes reduced safety zones for field and court sports in the interest of providing desired program elements on the site. The water management strategy for all improvements considers sub-surface rainwater storage and 100% pervious vehicular and pedestrian surfaces.

SITE DATA TABLE: (BAY OAKS CAMPUS)

ELEMENTS	PROPOSED AREA
BUILDING (GFA)	SEE ARCHITECTURAL PLAN
PARKING	180 STALLS
MULTI-USE FIELD	1
NATIONAL FITNESS COURT	1
PICKLEBALL COURT	4
BEACH VOLLEYBALL COURT	2
PLAYGROUND	1
OPEN SPACE	TBD AC.
TOTAL SITE AREA	14.2 AC.



BAY OAKS CAMPUS PLAN
TOWN OF FORT MYERS BEACH, FLORIDA

REVISIONS	DESCRIPTION
NO.	
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

DATE	
DATE:	9.30.20
PROJECT NO.:	1390-05
FILE NO.:	
SCALE:	AS SHOWN

CONCEPT PLAN



















BAYSIDE PARK



October 19, 2020
Page 130 of 179

How We Arrived Here

- Site Analysis and Concept Generation
- Town Council Input
- Stakeholders Meetings & Workshops



Things we've heard

- Stage area and shaded viewing space
- Native Materials
- Consistency with Old San Carlos and Times Square Redevelopment







CONCEPT PLAN 'A'

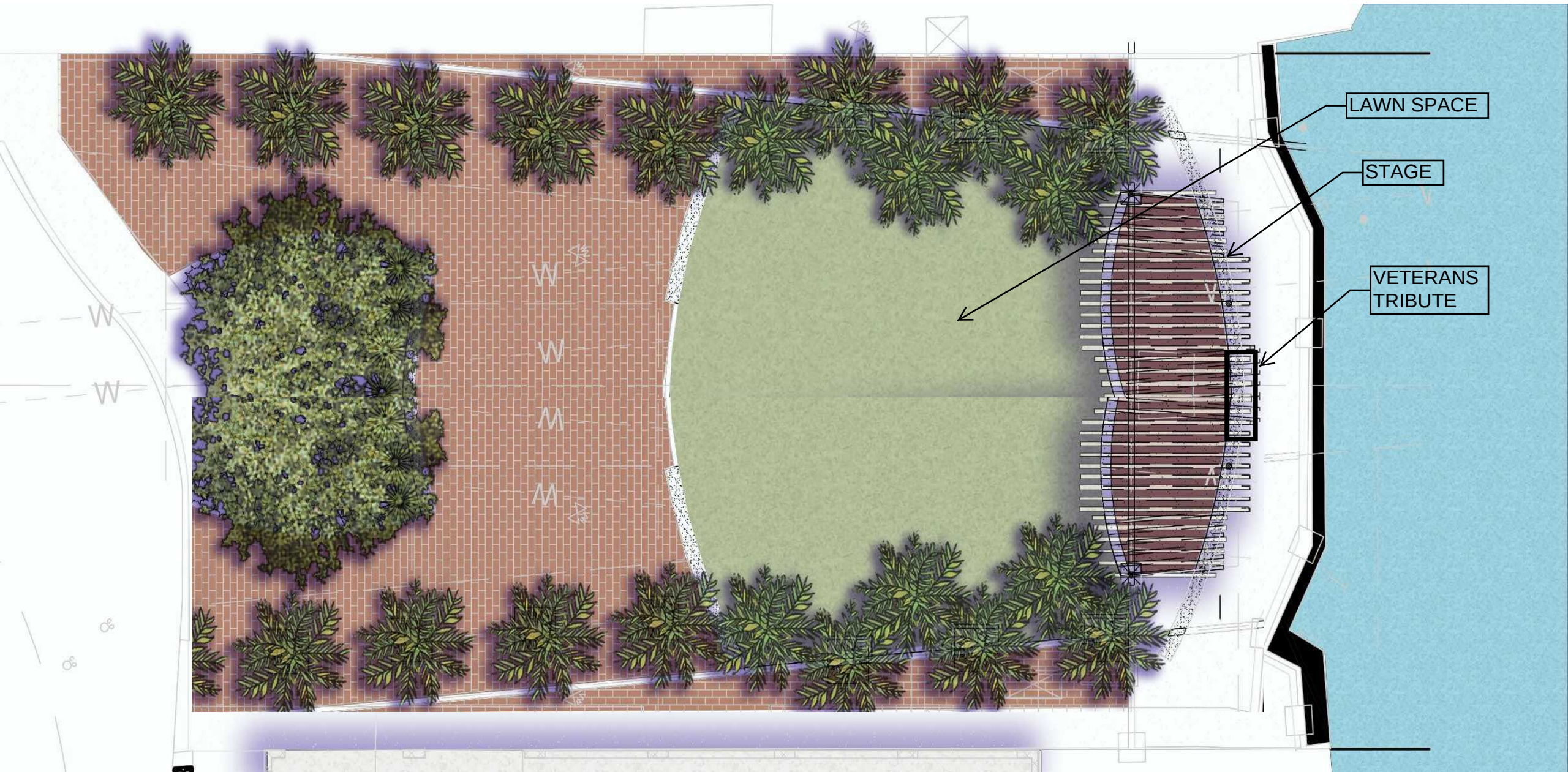


TOWN OF
FORT MYERS BEACH

BAYFRONT PARK

ENLITE, INC.
OCT. 2019





LAWN SPACE

STAGE

VETERANS
TRIBUTE

1. **Requested Motion:**

Meeting Date: October 19, 2020

To allocate and appropriate funds and approve the Supplemental Task Authorization #7, in the not to exceed amount of \$179,550 for Times Square 100% design which includes design, permitting and bidding assistance and authorize the Town Manager to execute the Supplemental Task Authorization with DRMP Inc.

Why the action is necessary:

As required for expenditures exceeding \$25,000 per Town Purchasing Policy.

What the action accomplishes:

Provides a scope and authorization for DRMP inc. on Phase II of Times Square reaching 100% design. The total design cost for Times Square is \$367,780 inclusive of water and stormwater utility costs. Town Council previously approved 60% design for Times Square. This Supplemental Task Authorization will get the project to 100% design.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

Chelsea O'Riley, Public Works
Director

5. **Background:**

On October 19th, 2020, Town Council reviewed the 60% design presentation by DRMP Inc. If the 60% design plan is accepted by Town Council, in order for the project to progress, additional funding is needed to complete the design in order to have a biddable set of plans.

Attachments:

1. STA 7 - Times Square 100% Design

Financial Impact:

This Supplemental Task Authorization is \$179,550 and will be funded utilizing the loan.

6. **Alternative Action**

Do not approve.

7. **Management Recommendations:**

Approve and authorize the Town Manager to execute the Supplemental Task Authorization with DRMP Inc. in the amount of \$179,550.

8. **Recommended Approval:**

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

Created/Initiated - 10/13/2020
Approved - 10/13/2020
Approved - 10/13/2020
Approved - 10/13/2020
Final Approval - 10/14/2020

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

X Supplemental Task Authorization

NO.: 7

CONTRACT/PROJECT NAME: Times Square Final Design, Permitting, and Bidding Services

CONSULTANT: DRMP, Inc.

PROJECT NO.: _____

SOLICIT NO.: RFQ-19-06-PW

CONTRACT NO.: RFQ-19-06-PW

REQUESTED BY: Chelsea O'Riley

DATE OF REQUEST: 10/01/2020

Upon the completion and execution of this Supplemental Task Authorization by both parties, the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "A" SCOPE OF PROFESSIONAL SERVICE: DATED: 10/01/2020

EXHIBIT "B" COMPENSATION & METHOD OF PAYMENT: DATED: 10/01/2020

EXHIBIT "C" TIME AND SCHEDULE OF PERFORMANCE: DATED: 10/01/2020

EXHIBIT "D" CONSULTANT'S/PROVIDER'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: 10/01/2020

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

RECOMMENDED:

By: _____ Date _____ By: _____ Date _____
Department Director Contracts Manager

ACCEPTED: DRMP Inc.

By: _____ Date _____
Consultant/Provider

TOWN APPROVAL:

By: _____ Date _____
Town Manager

Cost of STA: \$179,550.00

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES

STA NO. 7 - Times Square Final Design, Permitting, and Bidding Services

Project Understanding

As an amendment to our existing engineering services agreement, the Town of Fort Myers Beach (Town) has requested DRMP (the Consultant) to provide final design, permitting, and bidding assistance to improve Times Square, based upon the Master Plan (survey, data gathering, meetings with stakeholders, and conceptual design), which has been completed. On February 6, 2020, Town Council provided consensus on the conceptual design and gave direction to begin the Final Design, Permitting, and Bidding Services. The scope of that work was broken into two phases to correlate to the Town's fiscal budgets: 60% design, which was completed and submitted on September 30, 2020 and this Final Design, Permitting, and Bidding Services phase that generally includes the furnishing of complete, permitted design plans and specifications for bidding and construction purposes as well as assistance during the bid phase. Construction Administration services are to be covered under a future STA.

Project Assumptions

The Town has requested the fire, water, and stormwater utilities be upgraded as part of the installation of the new hardscape in Times Square. The existing water main running through Times Square is a part of the overall transmission system for the entire beach and is comprised of 18-inch and 20-inch Asbestos Cement pipe and was installed many years ago and is owned by the Town. The Town has requested fire sprinkler lines be run to each building with stub-outs for future connection. The sewer system is owned by Lee County Utilities (LCU), who we contacted to discuss this scope and the status of their system. They commented, "We have not completed any lining of the gravity mains in this area. There have been no issues to this point that would trigger any rehabilitation of the gravity system." This scope includes the design to upgrade the fire, water, and storm water systems in Times Square, but not the sanitary sewer system.

A survey was completed during the 60% design phase and subsurface utility engineering (SUE) performed by others was transmitted by the Town to provide the detailed information required for the conceptual and final design. As such, our design will rely on the existing survey and SUE. The survey determined that the project is seaward of the Coastal Construction Control Line (CCCL). Some elements included in the approved conceptual plans will require a CCCL Permit. The CCCL Permit has additional survey requirements that are included in this Phase. Should additional survey or field information be required, including additional SUE or sealed boundary surveys, Consultant will perform for an additional fee.

This phase includes utilities engineering, drainage engineering, architectural, structural engineering, geotechnical engineering, mechanical engineering, and landscape architectural services to design functional subsurface improvements, beautiful hardscape treatments at grade, and stunning vertical features to draw the public into this iconic square. The scope required to deliver permitted construction documents is outlined in detail in the Scope of Work below. Additional assumptions:

- All vertical structural elements including but not limited to buildings, stages, overhead canopies, monument signs, walls, features, etc. shall be prepared by an architect, structural engineer, and/or geotechnical engineer for the project, as outlined below. Consultant will provide design direction and coordination as required;

- All design development shall be prepared utilizing conceptual plans previously prepared and approved by the Town;
- This Agreement includes performing all services described herein on a one-time basis, unless otherwise noted. Rework due to Town directed changes is considered Supplemental Services;
- Supplemental Services outside of this scope, and when requested by the Town, may require additional compensation. Fees for individual tasks may be moved from tasks with surplus budget to those with a deficit;
- Opinions of probable construction costs provided by the Consultant are based on the Consultant's familiarity with the industry and are provided only to assist the Town's budget planning. Such opinions shall not be construed to provide a guarantee or warranty of the actual construction costs at the time construction bids are solicited or construction contracts negotiated;
- Town's decisions, approvals, reviews, and responses shall be communicated to the Consultant in a timely manner so as not to delay the performance of the Consultant services. Comments, if from a committee, multiple interested entities, must be a consolidation of all comments in order to provide clear direction to the Consultant and to avoid delays.
- Consultant will provide Construction Administration services to the Town during the construction portion of the project. The fees for this task are not included in this scope and will be negotiated during the construction phase of the project.

Scope of Work

Task 1: Design, Permitting, And Bid Assistance Services

Design

Consultant will design utility, stormwater, and hardscape/landscape features and prepare and submit plans and documents at the 90%, and 100% design levels, as outlined in more detail below:

Task 1.1: 90% Hardscape, Landscape, and Architectural Design Submittal & Meeting

Consultant will incorporate comments from the 60% into the drawings and technical specifications as appropriate and will proceed with design and preparation of 90% drawings and technical specifications. The 90% Design Documents will include:

- Three 24" x 36" sets of complete 90% drawings incorporating comments from the Town review of the 60% plans. An electronic copy will also be submitted;
- Full Lighting Plan;
- Consultant will prepare 90% complete technical specifications. 90% technical specifications will also include FDOT LAP Requirements, Bid Schedule, Measurement and Payment, Summary of Work, Supplementary Conditions;
- Full details of proposed iconic features, lighting selections, and other features such as final selection of park benches, patio furniture and umbrellas;
- Opinion of probable construction cost based on the 90% design;
- Following the Town's receipt and review of the submittal package, Consultant will attend one meeting at the Town's convenience to discuss the 90% design and any comments developed by the Town. Consultant will take receipt of comments and markups;
- Concurrent with the submission of the 90% Documents to the town, these drawings will be submitted with applicable permit applications, as outlined in Task 3 below.

Task 1.2: 100% Hardscape, Landscape, and Architectural Design Submittal & Meeting

Consultant will incorporate comments from the 90% into the drawings and technical specifications as appropriate and will proceed with design and preparation of 100% drawings and technical specifications, which will be used for bidding and construction purposes. The 100% Design Documents will include:

- One 24" x 36" set of complete 100% drawings, incorporating comments from the Town review of the 90% plans and any comments received from the permitting process. An electronic copy will also be submitted;
- Construction Plans will have a horizontal scale of 1" = 20'. Plan and profile sheets will have a horizontal scale of 1" = 40' and a vertical scale of 1" = 4' and will include all vertical points of intersection with other utilities including details depicting connection to existing utilities and any other special details developed.
- Consultant will prepare 100% complete technical specifications that meet LAP requirements, including Bid Schedule, Measurement and Payment, Summary of Work, and Supplementary Conditions;
- A final opinion of probable construction cost based on the 100% design.

Task 1.3: Permitting

Consultant will design utility, stormwater, and hardscape/landscape features and prepare and submit plans permit applications to the required authorities having jurisdiction. Consultant will hold pre-application meetings based upon the 60% submittal plans with each of the agencies below. Comments and suggestions from these meetings will be incorporated into the 90% plan submittal to the town. Concurrent with the submittal of 90% design documents to the Town, Consultant will submit permit applications to each of the agencies. Consultant will respond to one round of comments from each permitting agency. Consultant will provide the required number of signed and sealed plans to accompany the permit applications. The Consultant will request payment for permit application fees from the Town at the time they are required. Existing storm pipe is to be replaced in kind (same hydraulic size) to the maximum extent practical. The existing exfiltration pipe will be replaced in kind. No drainage calculations are included due to replace in-kind approach and it is assumed the required stormwater permit will be 10/2 Self Certification. The anticipated permits are as follows:

- Lee County Department of Health;
- South Florida Water Management District (10/2 Self Certification);
- Florida Department of Environmental Protection CCCL Permit. This task includes providing survey as required by CCCL permit as established in Chapter 62B-33.0081 of the Florida Administrative Code.;
- Applicable building permits;
- Town of Fort Myers Beach Development Order.

Task 1.4: Bid Assistance Services

Consultant will provide assistance to the Town during the bidding portion of the project. Advisory services during bidding include:

- Prepare and supply 100% documents for bidding purposes in PDF format.
- Attend a pre-bid meeting;
- Prepare responses to technical questions from bidders and suppliers regarding bid documents. Assist Town with the preparation of addenda to include appropriate responses to written questions from bidders and

suppliers;

- Assist in evaluation of bids, as requested by the Town;
- Provide summaries of bids and a recommendation for contract award.

EXHIBIT B

Date: 10/01/2020

COMPENSATION AND METHOD OF PAYMENT FOR

STA NO. 7 - Times Square Final Design, Permitting, and Bidding Services

Section 1. BASIC SERVICES/TASK(S)

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

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
#1	Design, Permitting, and Bid Assistance Services	\$179,550.00	NTE	WIPP
TOTAL (Unless list is continued on next page)		\$179,550.00	NTE	

Section 2. ADDITIONAL SERVICES

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

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated 02/11/2020, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto 02/11/2020 entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: 10/01/2020

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE FOR
STA NO. 7 - Times Square Final Design, Permitting, and Bidding Services

Consultant or Sub-consultant Name: DRMP, Inc
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Standard Rate Schedule As Included with Proposal			

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

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

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

ATTACHMENT NO. 2 TO EXHIBIT B

Date: 10/01/2020

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR

STA NO. 7 - Times Square Final Design, Permitting, and Bidding Services

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

ITEM	BASIS OF CHARGE
Items as directed by Town, backup provided.	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the Town, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

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

EXHIBIT C

Date: 10/01/2020

TIME AND SCHEDULE OF PERFORMANCE FOR

STA NO. 7 - Times Square Final Design, Permitting, and Bidding Services

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

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
#1	Design, Permitting, and Bid Assistance Services	480 days	480 days

EXHIBIT D

Date: 10/01/2020

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

STA NO. 7 - Times Square Final Design, Permitting, and Bidding Services

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

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

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No
Landscape Architect	Ensite 2401 First St Fort Myers, FL 33901					
Architect	RG Architects 2070 McGregor Blvd, Ste 3 Fort Myers, FL 33901					

1. **Requested Motion:**

Meeting Date: October 19, 2020

To allocate and appropriate funds and approve the Supplemental Task Authorization #8, in the not to exceed amount of \$479,960 for Bay Oak's 100% design which includes campus design, permitting and bidding assistance to 100% and authorize the Town Manager to execute the Supplemental Task Authorization with DRMP Inc.

Why the action is necessary:

The design will cross fiscal years and the approximately 2/3 of expenses will occur and impact FY2021 budget. As required for expenditures exceeding \$25,000 per Town Purchasing Policy. This item will impact the loan.

What the action accomplishes:

Provides a scope and authorization for DRMP inc. on 100% design for the Bay Oaks Redevelopment Project. The total design cost for Bay Oaks is \$582,750.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

Chelsea O'Riley, Public Works
Director

5. **Background:**

On October 19th, 2020, Town Council reviewed the 30% design presentation by DRMP Inc. If the 30% design plan is accepted by Town Council, in order for the project to progress, additional funding is needed to complete the design in order to have a biddable set of plans.

Attachments:

1. STA 8 - Bay Oaks 100% Design

Financial Impact:

\$479,960 for design which will be funded through the loan.

6. **Alternative Action**

Do not approve.

7. **Management Recommendations:**

Approve and authorize the Town Manager to execute the Supplemental Task Authorization with DRMP Inc. in the amount of \$479,960.

8. **Recommended Approval:**

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

Created/Initiated - 10/13/2020
Approved - 10/13/2020
Approved - 10/13/2020
Approved - 10/13/2020
Final Approval - 10/14/2020

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES

Bay Oaks Recreational Campus Final Design, Permitting, and Bidding Services

Project Understanding

As an amendment to our existing engineering services agreement, the Town of Fort Myers Beach (Town) has requested DRMP (the Consultant) to provide final design, permitting, and bidding assistance to improve the Bay Oaks Recreational Campus, based upon the 30% plans submitted to Town Staff on September 30, 2020. Town Council provided consensus on the conceptual design and gave direction to begin the Final Design, Permitting, and Bidding Services. The scope of that work was broken into two phases to correlate to the Town's fiscal budgets: 30% design, which was completed and submitted on September 30, 2020 and this Final Design, Permitting, and Bidding Services phase that generally includes the furnishing of complete, permitted design plans and specifications for bidding and construction purposes as well as assistance during the bid phase. Construction Administration services are to be covered under a future STA.

We understand the Town and Lee County School District (LCSD) are in the process of executing an Interlocal agreement generally concerning land swaps, usage, infrastructure, and maintenance agreements as well as construction timing and sequencing. Specifically, as a part of this project, the Town will provide a new shaded playground and playing surface, new shaded play courts, secured parking lot, and secure fencing. The completion dates have not been finalized at the writing of this STA, but the Consultant will do what it can to aide both the Town and LCSD in the successful completion of this important part of the project.

Project Assumptions

- All vertical structural elements including but not limited to buildings, stages, overhead canopies, monument signs, walls, features, etc. shall be prepared by an architect, structural engineer, and/or geotechnical engineer for the project, as outlined below. Consultant will provide design direction and coordination as required;
- This Agreement includes performing all services described herein on a one-time basis, unless otherwise noted. Rework due to Town directed changes is considered Supplemental Services. Fees for individual tasks may be moved from tasks with surplus budget to those with a deficit;
- Supplemental Services outside of this scope, and when requested by the Town, may require additional compensation;
- Design development shall be prepared utilizing conceptual plans previously prepared and approved by the Town. Town will provide survey for Consultant's use. Consultant will review upon receiving survey information and make recommendations on additional survey, if required;
- Opinions of probable construction costs provided by the Consultant are based on the Consultant's familiarity with the industry and are provided only to assist the Town's budget planning. Such opinions shall not be construed to provide a guarantee or warranty of the actual construction costs at the time construction bids are solicited or construction contracts negotiated;
- Town's decisions, approvals, reviews, and responses shall be communicated to the Consultant in a timely manner so as not to delay the performance of the Consultant services. Comments, if from a committee, multiple interested entities, must be a

consolidation of all comments in order to provide clear direction to the Consultant and to avoid delays;

- Consultant will provide Construction Administration services to the Town during the construction portion of the project. The fees for this task are not included in this scope and will be negotiated during the construction phase of the project.

Scope of Work

Task 1: Design, Permitting, and Bid Assistance Services

Task 1.1: Preliminary Engineering

Consultant will coordinate with authorities having jurisdiction to aide in a smooth permitting process and identify potential changes early in the design process. Preliminary engineering will include stormwater, utilities, development and building code reviews. Specifically, the consultant will:

- Hold pre-application meetings with:
 - South Florida Water Management District;
 - Town of Fort Myers Beach Community Development;
 - Town of Fort Myers Beach Utilities;
 - Town of Fort Myers Beach Fire;
 - Town of Fort Myers Beach Building Department;
- Complete a Geotechnical Engineering Investigation with foundation recommendations;
- Complete a Phase 1 Archaeological Survey if one has not been submitted under the current state and federal requirements. Any archaeological studies required beyond Phase I is specifically excluded;
- Environmental Assessment and Planning Assistance:
 - Review existing South Florida Water Management District (SFWMD) permits;
 - Florida Land Use, Cover and Forms Classification System (FLUCFCS) and Wetland Mapping: Conduct field inspection to map existing vegetation communities and land uses per FLUCFCS and verify approximate extent of jurisdictional wetlands. Prepare FLUCFCS map in AutoCAD Map 3D 2017 format and delineate wetlands on FLUCFCS map;
 - Preliminary Listed Species Survey: Conduct preliminary field survey for listed species and flag identified listed species nests or burrows for survey location by others. Prepare aerial overlay map of identified listed species locations;
 - Meetings and General Consultation: Attend meetings/conference calls with Client, Project team, and agencies. Provide technical assistance to Client regarding proposed site plan, environmental entitlements, and permit applications or modifications;
 - Agency Wetland Jurisdictional Determinations and flagging (survey by others)
 - SFWMD Informal Wetland Jurisdictional Determination
 - Submit agency requested information for informal wetland jurisdictional determination.
 - Conduct site visit with SFWMD staff to verify lines.
 - Prepare response to one request for additional information from the SFWMD.
 - U.S. Army Corps of Engineers (COE) Preliminary Wetland Jurisdictional Determination

- Conduct site visit to assess surface water connections and prepare COE wetland data sheets in accordance with the COE Regional Supplement for Applications in the Gulf Coastal Plain Region.
- Assess typical year conditions using COE Antecedent Precipitation Tool.
- Submit wetland data sheets and agency requested information for jurisdictional determination.
- Coordinate wetland jurisdictional determination sign-off with COE.

Task 1.2: 60% Design Submittal & Meeting

Consultant will Town incorporate comments from the 30% submittal as well as information gleaned in the Preliminary Engineering sub task and prepare the 60% Submittal deliverables, including Drawings, Technical Specifications, and Opinion of Probable Construction Cost. The 60% Submittal will include:

- Three 24" x 36" sets of drawings. An electronic copy will also be submitted;
- Technical specifications, including Bid Schedule, Measurement and Payment, Summary of Work, Supplementary Conditions;
- Opinion of probable construction cost;
- Drainage Plans:
 - The proposed improvements will require stormwater management for both attenuation (pre/post rates for the 25-year/72-hour storm event) and treatment. Anticipated is development of an ICPR model to design/size the anticipated dry detention stormwater management system.
 - Nutrient Loading analysis will be provided for any impaired water body using the UCF BMP Trains model.
 - Floodplain impacts are not included since the project is tidal.
 - A drainage technical memorandum
- Utilities Plans
 - Upgrade existing onsite lift station
 - Relocate approximately 600 feet of existing 8" water main which is located under the proposed location of the future community center
 - Provide fire hydrants as necessary
 - Provide water and sewer services to all future buildings, fire hydrants, water fountains.
- Hardscape & Landscape Plans
 - Revise and refine the Schematic Plans to spatially define the location of the proposed improvements in relation to both the existing site features and the other proposed improvements;
 - Prepare drawings as required to illustrate the design intent:
 - Planting plan
 - Irrigation plan
 - Hardscape plan
 - Site furnishings plan
 - Signage plan
- Architecture Plans
 - Construction drawings of an approximately 13,000 SF Community Center Building
 - Main floor is to be elevated above flood w/ restrooms and storage below
 - Exterior Wall Construction to be Unit Masonry with Cast in Place where required

- Floor is Pre-cast Hollow Core Concrete Plank
- Roof to be a combination of Lightweight Insulating Concrete and Standing Seam Metal on metal trusses
- Site Lighting to include Sports Lights, parking lot lighting design and pedestrian accommodation.

Task 1.3: 90% Design Submittal & Meeting

Consultant will incorporate Town comments from the 60% submittal and prepare 90% Submittal deliverables, including Drawings, Technical Specifications, and Opinion of Probable Construction Cost. The 90% Submittal will include:

- Three 24" x 36" sets of drawings. An electronic copy will also be submitted;
- Technical specifications, including Bid Schedule, Measurement and Payment, Summary of Work, Supplementary Conditions;
- Opinion of probable construction cost;
- Following the Town's receipt and review of the submittal package, Consultant will attend one meeting at the Town's convenience to discuss the 90% design and any comments developed by the Town. Consultant will take receipt of comments and markups;
- Concurrent with the submission of the 90% Documents to the town, these drawings will be submitted with applicable permit applications, as outlined below.

Task 1.4: 100% Design Submittal & Meeting

Consultant will incorporate Town comments from the 90% submittal as well as comments received from the permitting process to prepare 100% Submittal deliverables, including Drawings, Technical Specifications, and Opinion of Probable Construction Cost. The 100% Submittal will include:

- One 24" x 36" set of complete drawings, incorporating comments from the Town review of the 90% plans. An electronic copy will also be submitted;
- Construction Plans will have a horizontal scale of 1" = 20'. Plan and profile sheets will have a horizontal scale of 1" = 40' and a vertical scale of 1" = 4' and will include all vertical points of intersection with other utilities including details depicting connection to existing utilities and any other special details developed.
- Consultant will prepare 100% complete technical specifications that meet, including Bid Schedule, Measurement and Payment, Summary of Work, and Supplementary Conditions;
- A drainage technical memorandum
- A final opinion of probable construction cost based on 100% design.

Task 1.5: Permitting

Consultant will design utility, stormwater, and hardscape/landscape features and prepare and submit plans permit applications to the required authorities having jurisdiction. Concurrent with submittal of 60% design documents to the Town, Consultant will hold pre-application meetings with each of the agencies below. Comments and suggestions from these meetings will be incorporated into the 90% plan submittal to the town. Concurrent with the submittal of 90% design documents to the Town, Consultant will submit permit applications to each of the agencies. Consultant will respond to one round of comments from each permitting agency. Consultant will provide the required number of signed and sealed plans to accompany the permit applications. The Consultant will request payment for permit application fees from the Town at the time they are required. The anticipated permits are as follows:

- SFWMD New Individual Permit;

- Lee County Department of Health;
- Building Permits;
- Town of Fort Myers Beach Development Order;
- Environmental Permitting:
 - Prepare environmental items for Project engineer's submittal to the SFWMD.
 - Prepare conceptual wetland impact plan & functional assessment for boardwalks/trails.
 - COE "No Permit Required" (NPR) Verification
- It is assumed FFDP CCCL Permit will not be required as the project appears to fall landward of the CCCL line. Should this sub-task be required, Consultant will provide survey as required and established in Chapter 62B-33.0081 of the Florida Administrative Code. Fees will be negotiated on an as needed basis.

Task 1.6: Bid Assistance Services

Consultant will provide assistance to the Town during the bidding portion of the project. Advisory services during bidding include:

- Prepare and supply 100% documents for bidding purposes in PDF format.
- Attend a pre-bid meeting;
- Prepare responses to technical questions from bidders and suppliers regarding bid documents.
- Assist Town with the preparation of addenda to include appropriate responses to written questions from bidders and suppliers;
- Assist in evaluation of bids, as requested by the Town;
- Provide summaries of bids and a recommendation for contract award;
- Meet with the selected Contractor to review the Construction Documents and the proposed improvements.

Task 2: Utilities Upgrades

Consultant has identified additional upgrades that may be required or desired to undertake during the development of this project. Consultant will add these upgrades into the plans as appropriate and incorporate into each submittal. Fees indicated below are in addition to the STA fees.

- Upsize the 3" watermain on Oak Street;
- Upsize the existing main 8" water/fire line servicing the park to meet code requirements.

EXHIBIT BDate: 10/08/2020COMPENSATION AND METHOD OF PAYMENT FOR**Bay Oaks Recreational Campus Final Design, Permitting, and Bidding Services**Section 1. BASIC SERVICES/TASK(S)

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

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
1	Design, Permitting, and Bid Assistance Services	\$479,960.00	NTE	WIPP
	<i>Utilities & Stormwater Breakout</i>	<i>\$66,000.00</i>		
2	Utilities Upgrades (Optional, not included in STA Fees)	\$17,000.00	NTE	WIPP
	<i>Utilities & Stormwater Breakout (100% of the optional task fees)</i>	<i>\$17,000.00</i>		
TOTAL (Unless list is continued on next page)		\$479,960.00	NTE	

Section 2. ADDITIONAL SERVICES

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

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated 06/08/2020, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto 06/08/2020 entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: 10/08/2020

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE FOR
Bay Oaks Recreational Campus Final Design, Permitting, and Bidding Services

Consultant or Sub-consultant Name: DRMP, Inc
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Standard Rate Schedule As Included with Proposal			

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

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

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

ATTACHMENT NO. 2 TO EXHIBIT B

Date: 10/08/2020

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR

Bay Oaks Recreational Campus Final Design, Permitting, and Bidding Services

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

[illegible]

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

EXHIBIT C

Date: 10/08/2020

TIME AND SCHEDULE OF PERFORMANCE FOR

Bay Oaks Recreational Campus Final Design, Permitting, and Bidding Services

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

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
1	Design, Permitting, and Bid Assistance Services	225 days	225 days
2	Utilities Upgrades	Concurrent with Task 1	Concurrent with Task 1

EXHIBIT D

Date: 10/08/2020

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

Bay Oaks Recreational Campus Final Design, Permitting, and Bidding Services

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

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

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No
Landscape Architect	Ensite 2401 First St Fort Myers, FL 33901					
Architect	RG Architects 2070 McGregor Boulevard, Ste 3 Fort Myers, FL 33901					
Geotechnical Engineer	ECS Florida, LLC 13850 Treeline Avenue, Suite 4 Fort Myers, FL 33913					
Environmental	Passarella & Associates, Inc, 13620 Metropolis Avenue, Suite 200 Fort Myers, Florida 33912					

1. **Requested Motion:**

Meeting Date: October 19, 2020

Authorize the Town Manager to exercise the final one year option and execute the Professional Services Agreement Renewal for Upland Services for the Town's Mooring Field with Estero Bay Hotel Company dba Matanzas Inn.

Why the action is necessary:

Provides upland services for the Town's mooring field through Matanzas Inn for an additional year.

What the action accomplishes:

Provides for continuity of services while the Town explores options for the future.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

Chelsea O'Riley, Public Works
Director

5. **Background:**

The Town of Fort Myers Beach owns and maintains the Matanzas Harbor Mooring Field which contains 70 moorings. A mooring field must provide upland services which includes restrooms, showers, laundry facilities and a reception area where those mooring in the field can check in, sign a lease and submit payment.

Town Council approves the Selection Advisory Committee's recommendation on 11/10/2016 to have the Town Manager request of the two vendors their best and final offer in response to Request for Proposal (RFP) 16-21-PW, Management and Operation of the Town of Fort Myers Beach Municipal Anchorage and further authorize the Town Manager to execute a contract upon successful and satisfactory negotiations.

A contract with Estero Bay Hotel Company was executed on December 1, 2016 for 3 years with an option for two additional, 1-year renewal options from December 1, 2020 through November 30, 2021.

Attachments:

1. Renewal 2 - Estero Bay Hotel Co Partially Executed
2. SPA-16-21-PW Estero Bay Hotel Co dba Matanzas Inn - EXECUTED

Financial Impact:

6. **Alternative Action**

Not approve the renewal and re-bid the RFP

7. **Management Recommendations:**

Approve the Professional Services Agreement Renewal

8. **Recommended Approval:**

Randy Paniaqua, Administrative Officer

Created/Initiated - 10/13/2020

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

Approved - 10/13/2020
Approved - 10/13/2020
Approved - 10/13/2020
Final Approval - 10/14/2020

PROFESSIONAL SERVICES AGREEMENT RENEWAL

The undersigned parties to that certain Service Provider Agreement entered into between the TOWN OF FORT MYERS BEACH and Estero Bay Hotel Company d/b/a/ Matanzas Inn dated December 1, 2016 hereby agree, pursuant to Paragraph 2 – Term, of the Agreement, to renew the Agreement on the same terms and conditions for a period of one year, the last renewal available, commencing on December 1, 2020 and terminating on November 30, 2021. Those terms and conditions are reflected in the prior agreement which 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

ESTERO BAY HOTEL COMPANY d/b/a
Matanzas Inn

By: _____
Roger T. Hernstadt, Town Manager

By: _____

Title: _____

DATE: _____

DATE: 10/1/2020

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 December, 2016, 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 Estero Bay Hotel Company dba Matanzas Inn with an address of 416 Crescent Street, Fort Myers Beach, Florida 33931 (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 the Agreement shall commence on December 1, 2016 and continue for three (3) year(s) from date of award, with two (2) additional one (1) year renewable options to be exercised upon mutual agreement and initiated by the Town of Fort Myers Beach, subject to the Town's ability to terminate the Agreement as set forth elsewhere.
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 90 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.

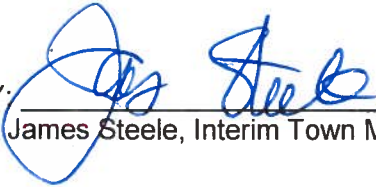
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT (239) 765-0202, AMY@FORTMYERSBEACHFL.GOV, 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA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

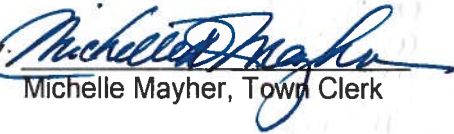
12. References to Town. All references to "the Town" or "the Town of Fort Myers Beach" are deemed to include its employees, agents, and authorized representatives.
13. Modification. Except as set forth in Paragraph 1 above, modifications to this Agreement will be valid only when made in writing and signed 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.

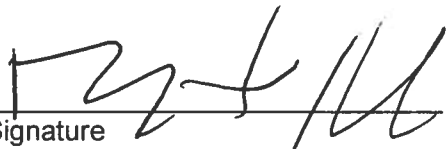
TOWN OF FORT MYERS BEACH

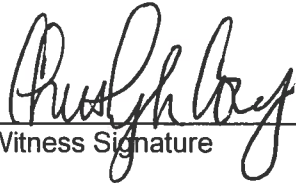
ATTEST:

BY: 
James Steele, Interim Town Manager

BY: 
Michelle Mayher, Town Clerk

PROVIDER: Estero Bay Hotel Company dba Matanzas Inn

BY: 
Signature


Witness Signature

DOUG SPIRAN-SMITH
Printed name of person signing

Christy L Cony
Printed name of witness

Pres. Smith
Title (printed)

EXHIBIT "A" TO SERVICE PROVIDER AGREEMENT

TO THE SERVICE PROVIDER CONTRACT DATED THIS 1st DAY OF December, 2016
BETWEEN THE TOWN AND Estero Bay Hotel Company dba Matanzas Inn
PROVIDER.

1. SCOPE OF SERVICES:

The Provider shall perform the following services under this Agreement:

- a) Responsible for the enforcement of the rules and regulations of the Matanzas Harbor Management Plan and all applicable DEP and COE Authorizations / Sovereign Submerged Land Lease / Permits.
- b) Utilize Town lease form for all anchorage and provide a monthly notice to Town of all overdue lease payments.
- c) Successful Respondent must have an office located within the incorporated limits of Fort Myers Beach.
- d) Successful Respondent must have adequate upland services such as: trash disposal, fresh water, radio, showers, laundry, and bathrooms at the location and shall be in compliance with all federal, state, and local law pertaining to such use.
- e) Collect and refund cash and credit card transactions upon registration or departure. Credit card authorization slips can be executed for vessel occupants who request this service. The Town will furnish the credit card machine.
- f) Collections shall be remitted to Town on a weekly basis.
- g) Assist and consult with Town staff to transfer cash, checks, and credit card reports, financial and mooring field reports, and all other requested or required items. Assist and consult with any issues, concerns, or requests that can benefit the efficiency of the Anchorage.
- h) Communicate with patrons, register and make sure all vessels using the Town's mooring are in good operational condition and meet the requirements of the rental agreement, and assign moorings. Schedule pump-out services with Town staff upon requests of occupants.
- i) Require all renters to fully execute a Town approved rental agreement. Monthly rentals shall have a due date of the 1st of each month. Any portion of a month shall be prorated for the remainder of the month.
- j) Provide and/or purchase office and computer equipment as required to perform the day to day operations of the Anchorage.

- k) Must possess a fully functional VHF Channel Radio and be proficient on procedures to communicate with vessels. Channel 16 shall be available during normal business hours. Upon making contact the caller will be directed to channel 17 for further communication. In addition, telephone communication shall be available during normal business hours (8:30am-4:30pm)
- l) Comply with all training and equipment requirements set forth in the Submerged Land Lease.
- m) Meet regularly with the local Fish and Wildlife Conservation Commission, the U.S. Coast Guard, and the Town's emergency and law enforcement staff to participate in emergency and law enforcement issues involving the Harbor.
- n) Coordinates the Hurricane Preparation and Recovery Plan with the Town to ensure Plan is updated as needed and put into action when necessary.
- o) Additional duties and responsibilities as may be assigned by the Town from time to time.
- p) The list of services required is representative of the tasks to be performed with this contract. The omission of an essential or inessential function does not preclude the Town's assigning duties not listed herein if such functions are a logical assignment to the position.

EXHIBIT "B" TO SERVICE PROVIDER AGREEMENT

TO THE SERVICE PROVIDER CONTRACT DATED THIS 1st DAY OF December, 2016
BETWEEN THE TOWN AND **Estero Bay Hotel Company dba Matanzas Inn**
PROVIDER.

PAYMENT OBLIGATION

1. Payment terms are as follows:

The Town shall receive all gross revenues collected by the Provider related to the operations set forth in this Agreement, which shall be accompanied by a Statement of Gross Receipts, which includes any required Federal, State, or other tax specific to mooring rentals for the preceding month. The Town shall remit to the Provider the service fee as mutually agreed upon as below outlined, for the rental operation of the moorings. Said payments shall be tendered within thirty (30) days of the preceding month. The term "gross revenue" or "gross receipts" means all income collected, accrued or derived by the Provider specific to mooring rentals under the privileges granted by this Agreement or other document entered into with the Town, including amounts of any Federal, State, or other tax, collected by the Provider from the mooring field customers and required by law to be remitted to the appropriate taxing authority. The applicable Florida State Sales Tax on mooring rental payments collected by the Provider shall be the sole responsibility of the Town. "Net revenue" is the difference between gross revenue as defined above and any taxes collected applicable to the mooring field rentals.

a) Town shall pay to the Provider:

**Fifty five percent (55%) of the net revenue each year for the period
October 1st through September 30th.**

- **Fiscal Year 16/17 will not exceed three percent (3%) of the
FY15/16 amount.**
- **Fiscal Year 17/18 will not exceed three percent (3%) of the
FY 16/17 amount.**
- **Fiscal Year 18/19 will not exceed three percent (3%) of the
FY 17/18 amount.**

2. Provider shall receive reimbursement for out-of-pocket expenses from the Town as follows: (none)

EXHIBIT "C" TO SERVICE PROVIDER AGREEMENT

TO THE SERVICE PROVIDER CONTRACT DATED THIS 1st DAY OF December, 2016
BETWEEN THE TOWN AND Estero Bay Hotel Company dba Matanzas Inn
PROVIDER.

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

Certificates of insurance shall list the Town of Fort Myers Beach as the certificate holder and as an additional insured. Insurance shall be maintained during the entire term of the contract.

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

Renewal shall be sent to the Town at least 60 days prior to any expiration date. Provider shall insure that its insurer provide, to the Town, a 60 day notification in the event of cancellation, renewal, or modification of any required insurance coverage requirements.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/13/2016

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

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

PRODUCER Bruce Hendry Insurance 711 W. Main Street Immokalee, FL 34142 L023031	CONTACT NAME
	PHONE (A/C No Ext) 239-657-3614 FAX (A/C No) 239-657-6468 E-MAIL karen@brucehendryinsurance.com ADDRESS
INSURED ESTERO BAY HOTEL CO ETAL 414 CRESCENT ST FORT MYERS BEACH, FL 33931-2620	INSURER(S) AFFORDING COVERAGE
	INSURER A CAPITOL SPECIALTY INS CORP
	INSURER B THE TRAVELERS INDEMNITY CO
	INSURER C
	INSURER D
	INSURER E
INSURER F	

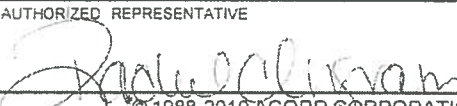
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADBL INSR	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			BR02360544-03	04/13/16	04/13/17	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS		SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS		NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB			IKUB-8968M79-0-16	01/01/16	01/01/17	EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED		RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY						WC STATUTORY LIMITS ☒ OTH-ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E L EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$ 1,000,000
							E L DISEASE - POLICY LIMIT \$ 1,000,000

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

HOTEL / MOTEL WITH RESTAURANT / RENTALS / DOCKS

CERTIFICATE HOLDER	CANCELLATION
TOWN OF FORT MYERS BEACH 2523 ESTERO BLVD FORT MYERS BEACH, FL 33931	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

1. **Requested Motion:**

Meeting Date: October 19, 2020

Approve Re-Appropriation FY2019-2020

Why the action is necessary:

Meets State Statute requirements.

What the action accomplishes:

Updates the Town's Budget for Fiscal Year 2019-2020.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

5. **Background:**

The purpose of this fiscal year close out budget amendment is to recognize the revisions to the FY 2019-2020 Budget (as listed in the attached worksheet). There is no impact to the total budget amount.

Attachments:

1. 20-46, FY19-20 Budget Amendment
2. FYE 2019-2020 General Fund Budget by Dept 2
3. FYE 2019-2020 All Funds

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Robert Lange, Finance Director
John R Herin Jr, Town Attorney
Amy Baker, Deputy Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 10/14/2020
Approved - 10/14/2020
Approved - 10/14/2020
Final Approval - 10/14/2020

RESOLUTION 20-46

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, LEE COUNTY, FLORIDA, APPROVING BUDGET AMENDMENT TO THE TOWN GENERAL FUND; WATER UTILITY AND OTHER TOWN FUNDS PROVIDING AUTHORITY; EFFECTIVE DATE.

WHEREAS, Florida Statutes s. 200.065 establishes the method for adoption of a budget for all taxing authorities in the State of Florida and Florida Statutes s. 166.241 requires the governing body of each municipality in Florida to adopt a budget via ordinance or resolution before the start of each fiscal year; and

WHEREAS, on September 23, 2019, the Town Council of the Town of Fort Myers Beach, following due public notice, adopted a final operating budget for fiscal year 2019-2020, as set forth with greater specificity in Town Resolution 19-25; and

WHEREAS, Section 11.05 of Article XI of the Charter of the Town of Fort Myers Beach provides that the Town Manager will report to Town Council regarding any anticipated excess revenues; any reduction of appropriations and any request for transfers for the Town operating budget, including the estimated amount of such increase, decrease, remedial action(s) taken, and recommendations as to any other steps to be taken; and

WHEREAS, Section 11.05(c) of Article XI of the Town Charter further provides that the Council shall take such action as it deems necessary to prevent or minimize any such deficit and for that purpose may, by resolution, reduce one or more appropriations; and

WHEREAS, the Town Manager has made various recommendations as set forth in the Budget Amendment, which is attached hereto and hereby incorporated by reference.

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

Section 1. The above recitals as set forth in the various “Whereas” clauses are hereby adopted by reference and incorporated into the body of this Resolution.

Section 2. The Town Council hereby approves, adopts Budget Amendment, which is attached to this Resolution, as a formal amendment to the 2019-2020 Town Budgets. The Town Council further finds that Budget Amendment is consistent with the requirements of Section 11.05 (a), (c) and (d) of Article XI of the Town Charter in that such amendment is to provide sufficient funding for all cost incurred during fiscal year 2020.

Section 3. This resolution is effective immediately upon adoption.

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

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

ADOPTED this 19th day of October, 2020 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Raymond P. Murphy, Mayor

ATTEST:

Amy Baker, Deputy Town Clerk

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

John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ____ day of _____ 2020.

Town of Fort Myers Beach
 - Budget Detail by Object by Department by Fund - Unposted Transactions Included In Report
 From 10/1/2019 Through 9/30/2020

			Total Budget -					
			Current Year Actual	Original Budget	Amendments	Original	Adjustments	Revised Balance
Expenses								
Town Council	10	189,659.46	216,219.96			216,219.96		216,219.96
Town Manager	12	267,513.72	295,075.00			295,075.00		295,075.00
Town Clerk	14	381,236.67	365,735.00			365,735.00	20,000.00 *	385,735.00
Finance	16	427,478.70	450,705.00			450,705.00		450,705.00
Short Term Rental Services	17	57,015.26	60,720.00			60,720.00		60,720.00
Legal	18	220,474.87	226,000.00			226,000.00		226,000.00
General Government	19	2,281,265.07	2,588,795.00	397,775.00		2,986,570.04	(142,000.00)	2,844,570.04
Community Development	20	409,597.77	345,080.00			345,080.00	65,000.00 *	410,080.00
Code Enforcement	21	203,655.95	272,460.00			272,460.00		272,460.00
Building	24	639.20	0.00			0.00		0.00
Public Works Admin	30	221,425.96	204,320.00			204,320.00	18,000.00 *	222,320.00
Public Works Maintenance	31	717,742.12	753,385.00			753,385.00		753,385.00
Times Square	32	33,696.68	37,300.00			37,300.00		37,300.00
Maritime	33	87,322.03	127,300.00			127,300.00		127,300.00
Parking Meter Operations	34	508,337.88	472,125.00			472,125.00	38,000.00 *	510,125.00
Storm Water Maintenance	35	0.00	0.08			0.08		0.08
Mooring operations	36	135,677.43	165,010.00			165,010.00		165,010.00
Water Services	40	696.00	310,975.00	(310,975.00) *		0.00		0.00
Bay Oaks Recreation Center	50	628,179.28	832,475.00			832,475.00		832,475.00
Bay Oaks Pool	51	222,571.02	315,125.00			315,125.00		315,125.00
Mound House	70	484,899.27	484,290.00			484,290.00	1,000.00 *	485,290.00
Newton Park	71	35,233.98	36,450.00			36,450.00		36,450.00
Total Expenses		7,514,318.32	8,559,545.04	86,800.00 *		8,646,345.08		8,646,345.08

- * Budget increase for FBIP Grant & Lani Kai Sidewalk
- * Appropriating/Distributing of new Property/Flood Insurance Premiums to user Departments
- * Contracted Services & Insurance Premiums
- * Reclass as a Loan Transfer per Town Council directive

Town of Fort Myers Beach
 - Budget Detail by Object by Department by Fund
 From 10/1/2019 Through 9/30/2020

**Town of Fort Myers Beach
 All Funds Budget for FY 2020**

		Current Year Actual -	Total Budget -				
		Expenditures	Original/Revised	Original	Difference	Comments	
Expenses							
General	10					FHIB Grant Match \$63,800 & Lani Kai Sidewalk \$23,000 - Resolution 20-03	a
		6,970,646	8,646,345	8,559,545	86,800		
Road Impact	11	61,266	970,500	58,300	912,200	CIP Rollover PY	b
Parks Impact	12	124,800	263,050	138,050	125,000	CIP Rollover PY	b
Emergency	13	4,471	500,000	500,000	-		
Gas Tax	20					CIP Rollover PY + Resolution 20-03	b
		666,980	776,165	563,865	212,300		
Storm Water	21	2,903,118	1,590,975	1,590,975	0		
Beach Access	22	1,019,391	1,135,230	1,135,230	-		
Building	24	562,508	952,325	952,325	(0)		
Capital	40	1,050,103	2,117,459	1,291,025	826,434	CIP Rollover PY	b
Community	41	157,144	276,450	276,450			
Enhancement Projects					0		
Water Utility	50	12,512,839	5,905,178	5,606,820	298,358	CIP Rollover PY	b
Total Expenses		<u>26,033,267</u>	<u>23,133,677</u>	<u>20,672,585</u>	<u>2,461,092</u>		
Total Revenue over Expenses		(26,033,266.77)	(23,133,676.74)				

a. Town Council Authorized

b. Previous year audited carryover from FY 2019