

RESOLUTION NO. 25-301

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING A SUPPLEMENTAL TASK AUTHORIZATION #1 WITH AXIS INFRASTRUCTURE, LLC IN AN AMOUNT NOT TO EXCEED \$280,000.00 TO PROVIDE TECHNICAL SUPPORT, GIS, AND SPECIAL PROJECT MANAGEMENT FOR THE 2025-26 FISCAL YEAR EFFECTIVE OCTOBER 1, 2025; AUTHORIZING THE TOWN MANAGER TO SIGN THE AGREEMENT; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town executed a professional services agreement under RFQ-24-06-AD with Axis Infrastructure, LLC ("Contractor"), whereby Contractor will provide the Town with professional services to assist with ongoing miscellaneous professional services within the categories of work included within the agreement; and

WHEREAS, the Town is in need of services under the professional services agreement for the current fiscal year, including technical support, GIS, and special project management; and

WHEREAS, approval of this Supplemental Task Authorization #1 is in the best interest of the residents of Fort Myers Beach as it will provide for the uninterrupted delivery of service.

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

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

Section 2. That the Supplemental Task Authorization between the Town and Contractor for the provision of professional services for the current fiscal year as attached and incorporated herein as Exhibit "A" is approved.

Section 3. That the Town Manager is authorized to execute the Supplemental Task Authorization and to expend budgeted funds on behalf of the Town as needed.

Section 4. That if any section, sentence, clause or phrase herein is held to be invalid by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 5. That this Resolution shall become effective immediately upon its adoption.

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

Dan Allers, Mayor	Aye
Jim Atterholt, Vice Mayor	Aye
John R. King, Council Member	Aye
Scott Safford, Council Member	Aye
Karen Woodson, Council Member	Aye

ADOPTED this 20th day of October 2025 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

Dan Allers
Dan Allers (Oct 28, 2025 08:24:13 EDT)

Dan Allers, Mayor

ATTEST:

Amy Baker
Amy Baker (Oct 28, 2025 12:10:44 EDT)

Amy Baker, Town Clerk

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

[Signature]
[Signature] (Oct 27, 2025 10:12:51 EDT)

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this Oct 28, 2025 .

**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 for FY25/26

CONSULTANT: Axis Infrastructure

PROJECT NO.: _____

SOLICIT NO.: RFQ-24-06-AD

CONTRACT NO.: _____

REQUESTED BY: Frankie Kropacek DATE OF REQUEST: October 10, 2025

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 10, 2025
EXHIBIT "B" COMPENSATION & METHOD OF PAYMENT: DATED: October 10, 2025
EXHIBIT "C" TIME AND SCHEDULE OF PERFORMANCE: DATED: October 10, 2025
EXHIBIT "D" CONSULTANT'S/PROVIDER'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: October 10, 2025

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

RECOMMENDED:

By: Frank Kropacek Oct 27, 2025

Department Director Date

By:  Oct 28, 2025
Amy Baker (Oct 28, 2025 12:10:44 EDT)
Contracts Manager Date

ACCEPTED: Axis Infrastructure

By: J. Dean Collins Oct 24, 2025
Consultant/Provider Date

TOWN APPROVAL:

By: WB McKaney Oct 27, 2025
Town Manager Date

By:  Oct 24, 2025
N. Baker (Oct 27, 2025 10:12:51 EDT)
Town Attorney Date

Date to Proceed: _____

Cost of STA: N.T.E. \$ 280,000.00

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES

Technical Support, GIS, Special Project Management for FY 25/26

Overview

STA NO. 16: Technical Support, GIS, Special Project Management for FY 25/26

The following services will be provided by Axis Infrastructure for fiscal year 2025/2026:

1. Planning and Zoning staff, permit review, 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 rewrite, manage GIS resource and other assets.
4. Coordinate with Town Management and Town Council and serve at their direction.
5. Transportation reviews and coordination when appropriate.

Hourly Breakdown:

Planner @ \$110/ hour
Senior Planner @ \$130/hour
Principal Planner @ \$150/hour
Senior GIS Analysis @ 185/hour

Total Cost (of Job): N.T.E. \$280,000.00

EXHIBIT B

Date: October 10, 2025

COMPENSATION AND METHOD OF PAYMENT FOR
Technical Support, GIS, Special Project Management for FY 25/26

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	Technical Support Community Development		NTE	WIPP

TOTAL
(Unless list is continued on next page)

\$280,000.00

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 September 27, 2025, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto September 27, 2025, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: October 10, 2025

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE FOR
Technical Support, GIS, Special Project Management for FY 25/26

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)
Principal Planner	65.00	2.3	\$150
Senior Planner / Manager	\$56.52	2.3	\$130
Planner	\$37.93	2.97	\$110
GIS Analyst	61.66	3.0	\$185
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".

EXHIBIT D

Date: October 10, 2025

**CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S) FOR
Technical Support, GIS, Special Project Management for FY 25/26**

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 /Transportation	Planning Analytics LLC					
GIS/Planning	Exp					