



Village of
ESTERO

VILLAGE OF ESTERO
VILLAGE COUNCIL MEETING
PACKET
FEBRUARY 15, 2023, 09:30 AM



The Village Council Meeting will be conducted physically in Council Chambers at Village Hall, 9401 Corkscrew Palms Circle, with an opportunity for members to participate virtually. The meeting will be broadcasted live via the Village of Estero website <https://estero-fl.gov/council/watch-meetings-online/>. Please see the [bottom of this agenda](#) for further information and instructions for public participation.

AGENDA
VILLAGE COUNCIL MEETING
9401 Corkscrew Palms Circle, Estero, Florida
February 15, 2023, 09:30 am

1. CALL TO ORDER

INVOCATION

Rabbi Greenberg-Chabad of Bonita & Estero

PLEDGE OF ALLEGIANCE

ROLL CALL

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

3. PUBLIC COMMENT ON NON-AGENDA ITEMS

4. CONSENT AGENDA

a. February 1, 2023 Council Meeting Minutes

Attachment: [02012023 minutes.pdf](#)

5. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

ACTION ITEMS

a. Resolution No. 2023-02 Authorizing the Demolition of a Village Owned Structure on 8801Corkscrew Road.

A Resolution of the Village Council of the Village of Estero, Florida, Authorizing The Demolition of a

Village Owned Structure; Making Related Findings; Providing for Severability and for an Effective Date.

Recommended Action

Motion to authorize Village Manager to take the necessary actions to demolish the residential structure and convey salvaged elements to third parties in the Village's best interests.

Financial Impact

While we have no specific estimate at this time the total Estimated cost is in the range of \$50,000. The work will be bid and the approval of the final cost will come back for final Village Council approval.

Attachment: [SS Res No. 2023-02.pdf](#)

Attachment: [Res 2023-02 CD 8801 Corkscrew Rd.pdf](#)

b. DR-4673 Hurricane Ian Funding Agreement

Recommended Action

Motion to authorize the Village Manager to execute the Federally Funded Subaward and Grant Agreement for Hurricane Ian between the Village and the State of Florida.

Financial Impact

This agreement will allow the Village to receive significant federal funding in the aftermath of Hurricane Ian.

Attachment: [Summary Sheet DR.pdf](#)

Attachment: [1 DR-4673 Hurr Ian Fund AgreeZ3375.pdf](#)

Attachment: [2 Agree App Instruct.pdf](#)

Attachment: [3 UEI Vendor Registration instructions.pdf](#)

Attachment: [4 Risk Assessment Questionnaire.pdf](#)

c. Estero on the River Non-Native Plant Treatments

Recommended Action

Motion to approve award of Request for Bids No. RFB 2023-01, Estero on the River Non-Native Invasive and Nuisance Plant Treatments to Milborne, LLC to provide the services as provided in the contract, at a grand total cost of \$82,317.41.

Also, approve a contingency fund amount of \$8,230 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur.

Authorize the Village Manager to execute the contract documents on behalf of the Village of Estero Council.

Financial Impact

The financial impact of the proposed project is \$90,547.41. This includes the contract amount plus a 10% contingency.

This project will utilize a portion of the Estero on the River Improvement Project budget of \$2,250,000 included in the Fiscal Year 2022-2023 Capital Projects Fund.

Attachment: [Agenda Item Summary Sheet.pdf](#)

Attachment: [Loc Map.pdf](#)

Attachment: [Milborne Bid.pdf](#)

Attachment: [Contract.pdf](#)

Attachment: [Milborne Vendor Disclosure.pdf](#)

d. Agreement for Land Use and Code Enforcement Special Magistrate Services

Recommended Action

Motion to approve Agreement for Land Use and Code Enforcement Special Magistrate Services with Robert Pritt at the hourly rate listed in the Agreement. Grant the Village Manager the authority to renegotiate and execute the renewal of this Agreement on an annual basis, if doing so is in the best interest of the Village of Estero.

Authorize the Village Manager to execute the contract documents on behalf of the Village of Estero Council.

Financial Impact

The financial impact will be determined by the number of cases brought before the Magistrate and the number of hours required to hear them.

Attachment: [SS BP Magistrate contract.pdf](#)

Attachment: [Estero Special Magistrate Contract Pritt.pdf](#)

6. FIRST READING

a. First reading of Ordinance No. 2023-02, amending Land Development Code to establish standards for elevated single-family homes.

An Ordinance of the Village Council of the Village of Estero, Florida, Creating § 5-15 of the Village Land Development Code to Add Standards for Development of Elevated Single-Family Homes; Making Related Findings; and Providing for Severability, Codification and an Effective Date.

Recommended Action

Motion to pass first reading of Ordinance No. 2023-02 and set second reading for March 1, 2023.

Financial Impact

Minimal cost for required second reading newspaper advertisement.

Attachment: [Agenda Item Summary for Ord 2023-02.pdf](#)

Attachment: [Ord 2023-02 Standards for Elevated SFH2.pdf](#)

7. SECOND READING AND PUBLIC HEARING

a. Second Reading of International Design Center Zoning Ordinance No. 2023-01 and Resolution No. 2023-01 (12th Amendment to Development of Regional Impact Development Order)

Ordinance No. 2023-01

An Ordinance of the Village Council of the Village of Estero, Florida, Amending the Zoning for International Design Center to Allow Office Uses In Addition to the Existing Design Center Uses on a 19.1-Acre Property on the South Side of Corkscrew Road, East of Interstate 75; Providing for Severability; Providing for Conflicts; and Providing an Effective Date.

Resolution No. 2023-01

A Resolution of the Village Council of the Village of Estero, Florida, Adopting a Recodified Development Order for the Stoneybrook (Corkscrew Pines) Development of Regional Impact (DRI) (12th Amendment to DRI DO State #3-8384-40); and Providing an Effective Date.

Recommended Action

Motion to approve Zoning Ordinance 2023-01 and Resolution 2023-01 (12th Amendment to Development of Regional Impact Development Order).

Attachment: [2nd Reading SS Agenda Item 3-1-23.pdf](#)

Attachment: [Ordinance 2023-01.pdf](#)

Attachment: [A. MCP.pdf](#)

Attachment: [B. Legal Description.pdf](#)

Attachment: [C. Product Categories.pdf](#)

Attachment: [D. COP Approved Area Site Plan.pdf](#)

Attachment: [Resolution No 2023-01 Stoneybrook _Corkscrew Pines_.pdf](#)

Attachment: [Proposed Amendments to DRI.pdf](#)

Attachment: [Exhibits to Proposed Amendments to DRI.pdf](#)

Attachment: [Village Council Presentation.pdf](#)

Attachment: [Staff Report 2-15-2023.pdf](#)

Attachment: [1. MCP.pdf](#)

Attachment: [2. Public Informational Meeting Summary.pdf](#)

Attachment: [3. Request Statement.pdf](#)

Attachment: [4. Solid Waste.pdf](#)

Attachment: [5. Fire Follow-Up.pdf](#)

8. PUBLIC COMMENT ON NON-AGENDA ITEMS

9. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

10.VILLAGE ATTORNEY'S REPORT

11.VILLAGE MANAGER'S REPORT

12.ADJOURNMENT

General Attachments

[- Transcript.pdf](#)

VILLAGE OF ESTERO COUNCIL MEETING
WEDNESDAY, FEBRUARY 15, 2023, 9:30 A.M.

DISCLAIMER:

THIS FILE REPRESENTS AN UNEDITED VERSION OF REALTIME
CAPTIONING WHICH SHOULD NEITHER BE RELIED UPON FOR COMPLETE
ACCURACY NOR USED AS A VERBATIM TRANSCRIPT.
ANY PERSON WHO NEEDS A VERBATIM TRANSCRIPT OF THE
PROCEEDINGS MAY NEED TO HIRE A COURT REPORTER.

09:30:20 >>Mayor Errington: GOOD MORNING.
09:30:23 WE HAVE A COUPLE OF FOLKS -- I KNOW STEVE SARKOZY AND NANCY
09:30:32 STROUD, SHE'S COMING, I THINK, ON ALLIGATOR ALLEY.
09:30:36 SHE'S BEEN STUCK THERE.
09:30:37 AND STEVE IS STUCK IN TRAFFIC, TOO.
09:30:39 WE WILL GO AHEAD AND START.
09:30:41 I UNDERSTAND THE TRAFFIC IS PRETTY HEAVY TODAY.
09:30:43 THANK YOU FOR BEING HERE THIS MORNING.
09:30:45 WE GREATLY APPRECIATE IT.
09:30:49 WELCOME TO THIS MEETING FOR THE VILLAGE OF ESTERO.
09:30:56 IT'S A DELIGHT TO HAVE YOU HERE AND TO SEE WHAT WE CAN DO --
09:30:59 THINK, SEE, AND DO.
09:31:03 WE WILL GET THE MEETING STARTED.
09:31:06 AT THIS TIME, I WILL ASK EVERYONE TO SILENCE YOUR PHONES, OR
09:31:11 WHATEVER MAKES A NOISE SO THAT YOU WILL NOT INTERRUPT ANY
09:31:16 SPECIAL WORDS THAT ARE BEING SAID.
09:31:18 BEFORE I CALL THE RABBI UP TO GIVE THE INVOCATION, I WOULD
09:31:24 LIKE TO HAVE A MOMENT OF SILENCE FOR, OUT OF RESPECT AND

09:31:28 COURTESY, FOR THE CITY OF FORT MYERS.
09:31:32 AS YOU KNOW, THIS MORNING, THEIR CHIEF OF POLICE PASSED
09:31:36 AWAY.
09:31:37 IF WE COULD JUST BOW OUR HEADS, JUST OUT OF COURTESY FOR OUR
09:31:41 NEIGHBORING COMMUNITY.
09:31:45 [MOMENT OF SILENCE]
09:31:55 THANK YOU.
09:31:55 NOW I WOULD LIKE TO CALL TO ORDER, OR CALL TO THE PODIUM
09:32:00 RABBI GREENBERG.
09:32:04 HE'S AT THE CHABAD OF BONITA & ESTERO SYNAGOGUE.
09:32:10 WELCOME.
09:32:12 IT'S GREAT TO HAVE YOU HERE.
09:32:13 IT'S ALWAYS A JOY TO HAVE YOU IN OUR PRESENCE.
09:32:17 IF YOU WOULD LEAD US IN OUR INVOCATION, WE WOULD GREATLY
09:32:20 APPRECIATE IT.
09:32:21 >> THANK YOU FOR HAVING ME HERE.
09:32:25 PLEASE JOIN US IN BRINGING GOD'S PRESENCE DOWN INTO THIS
09:32:31 WORLD, BECAUSE WHEN GOD CREATED THE WORLD, HE OBVIOUSLY HAD

09:32:34 A PLAN IN MIND, AND THAT PLAN WAS COMMUNICATED TO MANKIND
 09:32:41 RIGHT IN THE BEGINNING OF CREATION WHEN ADAM AND EVE WERE
 09:32:44 CREATED.
 09:32:44 LATER ON WHEN NOAH WAS AROUND, HE WAS GIVEN ONE OF THOSE
 09:32:49 OTHER COMMANDMENTS AS WELL.
 09:32:50 LATER ON WHEN MOSES WAS GIVEN THE BIBLE ON MOUNT SINAI, IT
 09:32:55 WASN'T ONLY UNIQUE FOR THE JEWISH PEOPLE, BUT SEVEN

 09:32:58 COMMANDMENTS GIVEN TO ALL MANKIND, ALL CITIZENS OF THE
 09:33:01 GLOBE.
 09:33:02 ONE OF THOSE LAWS ARE THE IDEA OF HAVING COURTS OF JUSTICE
 09:33:08 BUT ALSO HAVING A SYSTEM OF SOCIETY WHERE ORDINANCES AND
 09:33:14 LAWS ARE MADE, SUCH AS THIS BEAUTIFUL PLACE RIGHT HERE THAT
 09:33:18 WE'RE STANDING AT RIGHT NOW AND THE MEETING THAT FOLLOWS IS
 09:33:22 ENACTING ONE OF THOSE SEVEN NOAHIDE LAWS, WHICH IS BRINGING
 09:33:28 GODLINESS TO THIS WORLD BY US FULFILLING THESE COMMANDMENTS,
 09:33:33 FOR EXAMPLE, BELIEVING IN ONE GOD, NOT BLASPHEMY, NOT
 09:33:36 KILLING, NOT STEALING, NOT COMMITTING ADULTERY, NOT EATING A
 09:33:39 PIECE OF A LIVING ANIMAL, AND HAVING COURTS OF JUSTICE, WE
 09:33:41 MAKE THIS WORLD A GODLY WORLD.
 09:33:43 I WOULD LIKE TO ASK THAT GOD CONTINUE GIVING -- SHOWERING
 09:33:49 THE BLESSINGS TO THIS BEAUTIFUL VILLAGE OF ESTERO AND THE
 09:33:52 CITIZENS HERE, THE AUGUST BODY RIGHT HERE OF THE COUNCIL
 09:33:58 SHOULD BE GIVEN THE RIGHT INSPIRATION, THE RIGHT BLESSINGS,
 09:34:02 THE RIGHT THOUGHT TO BE ABLE TO ENACT THOSE LAWS FOR THE
 09:34:06 BENEFIT OF ALL THE PEOPLE IN THIS AREA, AND WE SHOULD
 09:34:11 CONTINUE BEING A BEACON OF LIGHT FOR THE WHOLE AREA AS
 09:34:15 ESTERO HAS DONE FOR MANY YEARS, CONTINUE TO GIVE YOU ALL THE
 09:34:19 STRENGTH AND PRAYERS TO BE ABLE TO CONTINUE THAT FOR MANY
 09:34:21 YEARS TO COME.
 09:34:24 >>Mayor Errington: THANK YOU.
 09:34:25 THANK YOU VERY MUCH.
 09:34:25 NOW, IF YOU WOULD JOIN COUNCIL MEMBER JIM WILSON IN THE

 09:34:32 PLEDGE OF ALLEGIANCE.
 09:34:34 [PLEDGE OF ALLEGIANCE]
 09:34:38 THANK YOU.
 09:34:52 WILL YOU CALL THE ROLL PLEASE?
 09:35:01 >>Joanne Ribble: HERE.
 09:35:02 >>Larry Fiesel: HERE.
 09:35:04 >>Jim Boesch: HERE.
 09:35:05 >>Jim Ward: HERE.
 09:35:07 >>Jim Wilson: HERE.
 09:35:08 >>Vice-Mayor McLain: HERE.
 09:35:09 >>Mayor Errington: HERE.
 09:35:10 ITEM NUMBER 2, APPROVAL OF AGENDA, ADDITIONS AND DELETIONS.
 09:35:18 ANYONE ON COUNCIL HAVE ANY CONCERNS?
 09:35:23 >>Jim Boesch: I MOVE.

09:35:24 >>Mayor Errington: THE MOTION HAS BEEN MOVED BY COUNCIL
 09:35:28 MEMBER JIM BOESCH AND SECONDED BY COUNCIL MEMBER JOANNE
 09:35:33 RIBBLE.
 09:35:33 PLEASE CALL THE ROLL.
 09:35:35 >>Joanne Ribble: AYE.
 09:35:36 >>Larry Fiesel: AYE.
 09:35:38 >>Jim Boesch: AYE.
 09:35:39 >>Jim Ward: AYE.
 09:35:41 >>Jim Wilson: AYE.
 09:35:43 >>Vice-Mayor McLain: AYE.
 09:35:44 >>Mayor Errington: AYE.

09:35:45 ITEM NUMBER 3, MADAM CLERK, DO WE HAVE ANY PUBLIC COMMENTS?
 09:35:51 >>Carol Sacco: WE HAVE NONE, MAYOR.
 09:35:53 >>Mayor Errington: YOU'RE KIDDING ME.
 09:35:54 [LAUGHTER]
 09:35:54 OKAY.
 09:35:56 ITEM NUMBER 4 IS THE CONSENT AGENDA.
 09:36:01 WE DON'T HAVE ANYTHING TO GO ON THAT, SO WE DON'T NEED AN
 09:36:09 APPROVAL.
 09:36:10 >>Carol Sacco: JUST NEED A MOTION.
 09:36:14 >>Mayor Errington: SO MOVED BY COUNCIL MEMBER WILSON AND
 09:36:16 SECONDED BY COUNCIL MEMBER FIESEL.
 09:36:18 PLEASE CALL THE ROLL.
 09:36:20 >>Jim Wilson: AYE.
 09:36:21 >>Jim Ward: AYE.
 09:36:23 >>Jim Boesch: AYE.
 09:36:24 >>Larry Fiesel: AYE.
 09:36:25 >>Joanne Ribble: AYE.
 09:36:27 >>Vice-Mayor McLain: AYE.
 09:36:28 >>Mayor Errington: AYE.
 09:36:29 CONSIDERATION OF ITEMS DEFERRED, WE HAD NOTHING DEFERRED, SO
 09:36:36 WE CAN MOVE ON TO NUMBER 6.
 09:36:38 WELCOME, STEVE.
 09:36:38 >>Steven Sarkozy: THANK YOU.
 09:36:39 >>Mayor Errington: HOW IS THE TRAFFIC OUT THERE?
 09:36:40 YOU DON'T HAVE TO ANSWER.

09:36:44 YOU BEAT NANCY IN.
 09:36:46 >>Steven Sarkozy: WELL, THERE'S STILL A BACKUP ON ALLIGATOR
 09:36:51 ALLEY ON THE WAY IN.
 09:36:53 WE HAVE OUR OWN PROBLEMS HERE ON CORKSCREW.
 09:36:56 >> WELCOME TO PARADISE.
 09:37:00 >>Steven Sarkozy: WE'RE HITTING THE STANDARD FOR BEING ONE
 09:37:04 OF THE OUTLIERS, ONE OF THE WORST TRAFFIC CONDITIONS IN THE
 09:37:08 STATE, SO IT'S REALLY SHOWING UP OUT THERE.
 09:37:10 >>Mayor Errington: WELL, I WILL CONFIRM THAT WITH REMEMBER A
 09:37:16 YEAR AGO, THAT ROAD WAS DESIGNATED AS AN F.

09:37:21 WHAT DOES AN F MEAN?
 09:37:24 IN SCHOOL IT'S LIKE FAILURE.
 09:37:25 >>Steven Sarkozy: IT'S BELOW AN F.
 09:37:28 >>Mayor Errington: THANK YOU FOR YOUR HONESTY.
 09:37:30 >>Steven Sarkozy: MY APOLOGIES.
 09:37:31 >>Mayor Errington: THAT'S OKAY.
 09:37:32 ITEM NUMBER 6A IS THE RESOLUTION NUMBER 2023-02, AUTHORIZING
 09:37:42 THE DEMOLITION OF A VILLAGE-OWNED STRUCTURE ON 8801
 09:37:46 CORKSCREW ROAD.
 09:37:48 MADAM CLERK, PLEASE READ THE RESOLUTION.
 09:37:50 >>Carol Sacco: RESOLUTION NUMBER 2023-02, A CONSULTATION OF
 09:37:53 THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA,
 09:37:56 AUTHORIZING THE DEMOLITION OF A VILLAGE-OWNED STRUCTURE,
 09:38:00 MAKING RELATED FINDINGS, PROVIDING FOR SEVERABILITY AND FOR
 09:38:02 AN EFFECTIVE DATE.

 09:38:05 >>Mayor Errington: THANK YOU.
 09:38:05 STEVE?
 09:38:06 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
 09:38:10 WHEN WE PURCHASED THE 62.5-ACRE SITE AT THE CORNER OF
 09:38:16 CORKSCREW AND U.S. 41, IT CAME WITH IT A 5-ACRE PIECE THAT
 09:38:24 HAD LIFE ESTATE TO CHARLES DURAY.
 09:38:27 WHEN MR. DURAY PASSED, THAT PROPERTY IN ITS ENTIRETY
 09:38:33 REVERTED TO THE VILLAGE.
 09:38:35 AND THE HOUSE THAT HE HAD LIVED IN WAS IN DISREPAIR AND IN
 09:38:41 HIS OLDER AGE, BUT IT HAS CONTINUED TO DETERIORATE
 09:38:44 SIGNIFICANTLY.
 09:38:45 WHEN WE FIRST SAW THE INSIDE OF THE HOUSE AFTER HE PASSED,
 09:38:48 THERE WAS A LOT OF MOLD AND PROBLEMS WITH CEILINGS AND SO
 09:38:52 FORTH, JUST DEFERRED MAINTENANCE.
 09:38:56 WE HAVE NO USE FOR THAT BUILDING.
 09:38:59 IT'S AN INTERESTING HOUSE, BUT IT'S DIFFICULT TO GET TO.
 09:39:03 THERE'S NO VISIBILITY FOR THE HOUSE ON THE STREET, SO IT HAS
 09:39:06 LIMITED COMMERCIAL USE.
 09:39:09 AND THE ESTIMATES FOR REPAIRING THE HOUSE ARE SEVERAL
 09:39:13 HUNDRED THOUSAND DOLLARS.
 09:39:15 SO GIVEN THAT, WE'RE SUGGESTING THAT WE JUST BE DONE WITH IT
 09:39:20 AND MOVE ON AND REMOVE THE HOUSE AND TRY TO SALVAGE ANY OF
 09:39:26 THE INTERESTING OR ARCHITECTURAL ELEMENTS THAT MIGHT HAVE
 09:39:31 SOME VALUE.
 09:39:33 SO WE PLACED THIS ON THE AGENDA SIMPLY TO GET COUNCIL

 09:39:39 DIRECTION.
 09:39:42 WE HAVE HAD SOME REVIEW BY THE HISTORIC SOCIETY AND WE'VE
 09:39:48 ALSO DONE HISTORICAL REVIEW WITH AN OUTSIDE CONSULTING FIRM,
 09:39:53 AND THEY CONFIRMED THAT THERE IS NO HISTORICAL VALUE IN THE
 09:39:58 HOME.
 09:39:59 SO OUR RECOMMENDATION IS TO AVOID THE COST AND, FRANKLY, THE

09:40:04 HEADACHE AND PROBLEM OF WHAT TO DO WITH THE PLACE.
 09:40:08 WE'RE CREATING THAT WHOLE AREA SOUTH OF THE RIVER WHERE THE
 09:40:13 HOUSE OCCUPIES AS A PRESERVE.
 09:40:18 SO THE HOUSE AND WHATEVER USE WE MIGHT PUT IT TO IS NOT
 09:40:22 CONSISTENT WITH THAT AS WELL.
 09:40:23 SO THE RECOMMENDATION IS TO DEMOLISH THE HOUSE AND MOVE ON.
 09:40:29 >>Mayor Errington: THANK YOU.
 09:40:30 COUNCIL, ANY DISCUSSION?
 09:40:32 DISCUSSION?
 09:40:37 ANY PUBLIC COMMENT?
 09:40:38 >>Carol Sacco: I DO HAVE GAIL LANGNER FROM THE ESTERO
 09:40:44 HISTORICAL SOCIETY.
 09:40:46 >>Mayor Errington: WELCOME, GAIL.
 09:40:48 >> GOOD MORNING.
 09:40:49 THANK YOU, MAYOR.
 09:40:50 THANK YOU, EVERYONE.
 09:40:50 YES, WE JUST WANTED TO SAY THAT WE -- ALTHOUGH WE ARE
 09:40:55 SADDENED BY THE FACT THAT THE HOUSE WILL BE DEMOLISHED, WE
 09:40:59 ALSO UNDERSTAND.

 09:40:59 WE KNOW THAT IT WOULD TAKE A LOT OF MONEY TO GET IT INTO ANY
 09:41:06 TYPE OF USABILITY.
 09:41:07 WE ALSO REALIZE THAT IN ORDER TO BRING IT TO ADA COMPLIANCE
 09:41:12 WOULD BE A LOT.
 09:41:14 AND SO IT MAKES US SAD BECAUSE OBVIOUSLY IT'S OUR JOB TO
 09:41:18 MAINTAIN THE HISTORY OF ESTERO, BUT WE ALSO -- WE JUST
 09:41:22 WANTED TO SAY THAT WE DO UNDERSTAND.
 09:41:23 THANK YOU.
 09:41:25 >>Mayor Errington: THANK YOU.
 09:41:26 THANK YOU VERY MUCH.
 09:41:26 ANY E-COMMENTS?
 09:41:29 >>Carol Sacco: NO E-COMMENTS, MAYOR.
 09:41:31 >>Mayor Errington: OKAY.
 09:41:32 I WILL NEED A MOTION.
 09:41:36 >>Jim Boesch: I MAKE A MOTION THAT WE GO AHEAD.
 09:41:38 >>Mayor Errington: MOTION HAS BEEN MADE BY COUNCIL MEMBER
 09:41:40 JIM BOESCH AND SECONDED BY COUNCIL MEMBER RIBBLE.
 09:41:43 WILL YOU CALL THE ROLL?
 09:41:46 >>Joanne Ribble: AYE.
 09:41:47 >>Larry Fiesel: AYE.
 09:41:49 >>Jim Boesch: AYE.
 09:41:50 >>Jim Ward: AYE.
 09:41:52 >>Jim Wilson: AYE.
 09:41:53 >>Vice-Mayor McLain: AYE.
 09:41:55 >>Mayor Errington: AYE.

 09:41:56 ITEM NUMBER 6B IS THE DR-4673 HURRICANE IAN FUNDING
 09:42:08 AGREEMENT.

09:42:08 STEVE, I'M BACK TO YOU.
 09:42:10 >>Steven Sarkozy: OKAY.
 09:42:11 THANK YOU, MADAM MAYOR AND MEMBERS OF COUNCIL.
 09:42:13 THIS IS IN THE REALM OF DISASTER RECOVERY, THIS IS ONE OF
 09:42:18 THOSE AGREEMENTS THAT'S NECESSARY PROCEDURALLY FOR US TO
 09:42:23 RECEIVE REIMBURSEMENT FROM FEMA.
 09:42:27 FEMA HAS DIRECT ALLOCATIONS GOING TO THE DEPARTMENT OF
 09:42:34 EMERGENCY MANAGEMENT AT THE STATE.
 09:42:37 AND THE STATE THEN PROCESSES ALL OF THE REIMBURSEMENTS
 09:42:42 COMING BACK TO THE VARIOUS CITIES.
 09:42:44 SO THERE ARE TWO LEVELS OF REVIEW -- THE STATE AND THEN
 09:42:47 FEMA.
 09:42:47 WE'VE MADE OUR SUBMITTALS TO THE STATE AND THEN TO FEMA, AND
 09:42:55 WE NEED AN AGREEMENT, WHICH IS PRESENTED HERE FOR YOU, TO
 09:43:01 HANDLE THAT PASS-THROUGH, IF YOU WILL.
 09:43:04 SO THIS IS SOMETHING OF A ROUTINE IN THE PROCESS, BUT IT'S A
 09:43:08 VERY IMPORTANT PROCESS, AND WE'D LIKE TO BE REIMBURSED FOR
 09:43:12 THE MONIES THAT WE'VE ALREADY SUBMITTED FOR REIMBURSEMENT.
 09:43:16 SO THERE'S A LOT OF MONEY OUT THERE AND THIS IS ONE WAY OF
 09:43:20 GETTING IT BACK.
 09:43:21 THIS IS THE WAY OF GETTING IT BACK.
 09:43:24 >>Mayor Errington: THANK YOU.
 09:43:24 COUNCIL, ANY QUESTIONS.

 09:43:26 YES, LARRY.
 09:43:26 >>Larry Fiesel: YEAH, JUST A QUESTION, STEVE.
 09:43:28 I DON'T NEED THE NUMBER, BUT IT SAYS "SIGNIFICANT FEDERAL
 09:43:32 FUNDING."
 09:43:32 DO YOU ANTICIPATE THAT WE WILL GET BACK ALL THAT WE HAVE
 09:43:35 SPENT?
 09:43:36 ARE WE STILL GOING TO BE OUT OF POCKET FOR SOME OF THESE
 09:43:38 THINGS THAT WE'VE DONE?
 09:43:40 >>Steven Sarkozy: LOADED QUESTION, BUT, YES, I THINK WE'LL
 09:43:43 GET EVERYTHING BACK.
 09:43:45 THE WAY THINGS ARE GOING, THERE'S BEEN NO QUESTION OF ANY OF
 09:43:50 OUR SUBMITTALS.
 09:43:52 THERE WILL BE SOME SMALLER INCIDENTALS THAT WE DON'T GET
 09:43:57 BACK, THINGS THAT WE'VE SPENT THAT DON'T COMPLY WITH THE
 09:44:00 FEMA GUIDELINES.
 09:44:02 AS AN EXAMPLE, AS WE WERE TRYING TO CLEAN UP THE
 09:44:05 RIGHTS-OF-WAY AND LESSEN THE IMPACT ON RESIDENTIAL
 09:44:10 HOMEOWNERS, RATHER THAN USE THE BIG TRUCKS, WE SENT OUT SOME
 09:44:15 OF OUR LOCAL CREWS TO DO SOME OF THAT WORK, AND WE MADE THAT
 09:44:19 CALL TO HELP THE HOMEOWNERS AND FACILITATE THAT.
 09:44:25 WHETHER THAT GETS REIMBURSED OR NOT, I'M NOT SURE, BUT IT'S
 09:44:29 RELATIVELY MINOR IN THE GRAND SCHEME OF THINGS.
 09:44:33 >>Mayor Errington: ANY OTHER QUESTIONS?
 09:44:34 I HAVE A QUESTION.

09:44:36 WITH IAN, WE HAVE HAD A LOT OF EXTRA WORK ON STAFF.

09:44:43 WHO HAS TO PUT ALL OF THIS TOGETHER?

09:44:46 DOES THAT FALL ON YOU AND OTHERS TO PUT ALL THIS -- THIS IS

09:44:49 A LOT OF INFORMATION TO DOCUMENT.

09:44:51 >>Steven Sarkozy: WELL, IT IS A LOT OF WORK, YES.

09:44:54 AND WHATEVER THE STAFF HAS PUT INTO IT, THAT'S NOT

09:44:57 REIMBURSABLE.

09:44:58 WHAT WE HAVE DONE, THOUGH, IS USED FIRMS OUT THERE THAT DO

09:45:03 THE DISASTER RECOVERY PROCESS TO DO THE MASSIVE AMOUNT OF

09:45:11 REPORTING THAT'S NECESSARY.

09:45:11 FEMA WANTS TO MAKE SURE THAT THERE ARE NO FRAUDULENT CLAIMS,

09:45:19 WHICH IS UNDERSTANDABLE BECAUSE THEY ARE USING TAXPAYER

09:45:21 MONEY.

09:45:22 SO THERE'S LAYER UPON LAYER OF CHECKS AND BALANCES IN THE

09:45:26 PROCESS.

09:45:27 THAT DOES NOT INCLUDE THE VILLAGE STAFF TIME.

09:45:31 >>Mayor Errington: THANK YOU.

09:45:32 ANY PUBLIC COMMENT?

09:45:37 >>Carol Sacco: WE HAVE NO PUBLIC COMMENTS AND NO E-COMMENTS,

09:45:40 MAYOR.

09:45:41 >>Mayor Errington: OKAY.

09:45:41 SO I'LL ENTERTAIN A MOTION.

09:45:43 >>Joanne Ribble: SO MOVED.

09:45:45 >>Mayor Errington: MOTION MADE BY COUNCIL MEMBER RIBBLE AND

09:45:47 SECONDED BY COUNCIL MEMBER JIM WILSON.

09:45:50 WILL YOU CALL THE ROLL?

09:45:53 >>Jim Wilson: AYE.

09:45:54 >>Jim Ward: AYE.

09:45:56 >>Jim Boesch: AYE.

09:45:57 >>Larry Fiesel: AYE.

09:45:58 >>Joanne Ribble: AYE.

09:46:00 >>Vice-Mayor McLain: AYE.

09:46:01 >>Mayor Errington: AYE.

09:46:02 ITEM NUMBER 6C, ESTERO ON THE RIVER NON-NATIVE PLANT

09:46:13 TREATMENTS.

09:46:13 BACK TO YOU, STEVE.

09:46:14 >>Steven Sarkozy: THANK YOU, MAYOR, MEMBERS OF COUNCIL.

09:46:17 AGAIN, THIS APPLIES TO THE ESTERO ON THE RIVER PROPERTY

09:46:19 SOUTH OF THE RIVER DOWN TO CORKSCREW.

09:46:22 WE HAVE REALLY NOT DONE A LOT OF WORK IN THIS AREA TO REMOVE

09:46:29 THE INVASIVE SPECIES THAT WE HAVE.

09:46:34 NOR HAVE WE DONE A LOT OF WORK TO CLEAR THE CANOPY OF

09:46:39 HANGERS UP THERE THAT WERE KNOCKED OVER.

09:46:41 SO THE CANOPY IS SO THICK THAT IF THERE IS A BREAK IN A LIMB

09:46:46 AT A HIGHER LEVEL, IT DOESN'T FALL; IT STAYS UP THERE.

09:46:49 NORMALLY THAT WOULDN'T MATTER, BUT NOW THAT WE'VE GOT A

09:46:54 TRAIL GOING THROUGH THERE, WE HAVE TO BE CAREFUL ABOUT
 09:47:00 PUBLIC SAFETY AND THE LIABILITY OF THOSE THINGS.
 09:47:03 SO THIS WOULD BE THE FIRST TREATMENT OF THIS AREA OF
 09:47:09 INVASIVE SPECIES OR NON-NATIVE SPECIES.
 09:47:11 WE'RE GOING TO BE A LITTLE BIT SELECTIVE HERE AND LEAVE THE

 09:47:15 BAMBOO IN PLACE.
 09:47:18 SMALLER AMOUNTS OF BAMBOO WOULD BE REMOVED, BUT THERE ARE
 09:47:22 SOME UNIQUE AREAS WHERE THE KORESHANS BROUGHT NON-NATIVE
 09:47:29 PLANTS INTO THE AREA AND WHERE THEY ARE SIGNIFICANT WE MAY
 09:47:32 KEEP THOSE, BUT THAT WOULD BE SELECTED IN THE FIELD.
 09:47:35 SO THIS IS A BIG AREA, 30 ACRES, AND GOING THROUGH IT AND
 09:47:40 REMOVING SOME OF THAT TO TRY TO CREATE A FULLY NATURAL
 09:47:48 SETTING IS A BIG FIRST STEP FOR US.
 09:47:50 WHAT'S INVOLVED FIRST IS KIND OF THE MECHANICAL REMOVAL AND
 09:47:54 THEN LATER THERE WILL BE CHEMICAL TREATMENTS FOR THE SMALL
 09:47:59 SAPLINGS THAT COME BACK.
 09:48:03 >>Mayor Errington: COUNCIL, ANY QUESTIONS?
 09:48:04 JOANNE.
 09:48:05 >>Joanne Ribble: STEVE, JUST TO CLARIFY, I DON'T THINK WE
 09:48:09 DISCUSSED THIS, BUT WAS THERE SIGNIFICANT DAMAGE BY THE
 09:48:14 HURRICANE TO NATIVE TREES IN THAT AREA?
 09:48:18 I ASSUME THAT WAS TAKEN CARE OF SEPARATELY THAN THIS ISSUE.
 09:48:23 >>Steven Sarkozy: I WALKED THROUGH THERE AFTER IAN AND THERE
 09:48:27 WERE A LOT OF THE HANGERS UP THERE AND SOME TREES KNOCKED
 09:48:31 DOWN.
 09:48:31 AGAIN, IT'S SO THICK, YOU WOULD HAVE TO REALLY GET IN THERE.
 09:48:35 SO THERE WAS SOME DAMAGE, YES.
 09:48:38 >>Joanne Ribble: OKAY.
 09:48:38 THANK YOU.
 09:48:40 >>Mayor Errington: ANY OTHER QUESTIONS?

 09:48:42 JIM.
 09:48:42 >>Jim Boesch: THIS ENCOMPASSES THE ENTIRE 32 ACRES?
 09:48:47 >>Steven Sarkozy: EVERYTHING SOUTH OF THE RIVER.
 09:48:48 >>Jim Boesch: OTHER THAN SOUTH OF THE RIVER.
 09:48:50 >>Steven Sarkozy: IT'S ALL SOUTH OF THE RIVER.
 09:48:51 >>Jim Boesch: INCLUDING.
 09:48:52 >>Steven Sarkozy: YES.
 09:48:54 >>Jim Boesch: HOW ABOUT THE PARK?
 09:48:57 ANY OF THIS GO INTO THE PARK BY CHANCE?
 09:49:00 >>Steven Sarkozy: WELL, A LOT OF THIS IS PART OF THAT PARK.
 09:49:05 ON THE NORTH SIDE OF THE RIVER, WE DIDN'T SEE MUCH DAMAGE
 09:49:12 BECAUSE WE DON'T HAVE THAT SIGNIFICANT OF A TREE COVER ON
 09:49:16 THE NORTH SIDE.
 09:49:19 >>Mayor Errington: WHAT SIGNIFIES AN INSIGNIFICANT BAMBOO?
 09:49:24 YOU HAVE THE BIG BAMBOOS, AND I KNOW THEY ARE INVASIVE, BUT
 09:49:29 THEY ARE BEAUTIFUL.

09:49:29 THEY HAVE BEEN THERE FOR YEARS.
 09:49:31 ARE THEY HURTING ANYTHING?
 09:49:34 THOSE ARE BEING PROTECTED, CORRECT?
 09:49:36 >>Steven Sarkozy: YES.
 09:49:37 >>Mayor Errington: NOW, WHAT IS AN INSIGNIFICANT BAMBOO?
 09:49:41 IS THAT A LITTLE FELLOW THAT'S 12 INCHES TALL OR LIKE 10, 12
 09:49:45 FEET TALL?
 09:49:46 >>Steven Sarkozy: AS I UNDERSTAND IT, IT'S THE RUNNERS THAT
 09:49:51 ARE THE WAY THAT THE BAMBOO PROPAGATES AND ITS ATTEMPT TO

 09:49:56 KEEP THE BIG STANDS OF BAMBOO INTACT BUT NOT ALLOW IT TO
 09:50:02 EXPAND.
 09:50:02 >>Mayor Errington: THE BAMBOO ACTUALLY HELPS MAKE THAT
 09:50:04 PROPERTY BEAUTIFUL.
 09:50:06 >>Steven Sarkozy: YES.
 09:50:07 >>Mayor Errington: AND I DON'T KNOW WHAT HARM IT DOES TO THE
 09:50:10 ENVIRONMENT.
 09:50:13 >>Steven Sarkozy: IT DOESN'T DO ANY HARM.
 09:50:14 >>Mayor Errington: I WOULD LIKE TO KNOW ABOUT THE SIZE OF
 09:50:17 THE BAMBOOS.
 09:50:20 DAVID WANTS TO -- I THINK DAVID AND I HAVE HAD DISCUSSIONS
 09:50:23 ON THIS BEFORE.
 09:50:26 >>David Willems: GOOD MORNING.
 09:50:26 BASICALLY, WHAT WE DID, THERE ARE A COUPLE OF DIFFERENT
 09:50:31 SPECIES OF BAMBOO OUT THERE.
 09:50:32 THERE IS THE BIG ONE THAT I THINK YOU'RE REFERRING TO,
 09:50:35 MAYOR, BUT THERE'S ACTUALLY SOME REALLY SMALL ONES THAT
 09:50:39 DON'T --
 09:50:39 >>Mayor Errington: WHAT IS A SMALL ONE?
 09:50:41 >>David Willems: THE DIAMETER IS LESS THAN TWO INCHES.
 09:50:43 THOSE BIG ONES ARE LIKE SIX-INCH DIAMETER.
 09:50:46 SO THEY ARE THE ONES THAT BLOW IN THE WIND AND YOU CAN HEAR
 09:50:49 THEM.
 09:50:49 THE SMALLER ONES, ONCE THEY START GROWING BIG ENOUGH, THEY
 09:50:53 ACTUALLY FOLD OVER ON THEMSELVES AND IT'S NOT REALLY

 09:50:57 SOMETHING THAT I THINK IF WE TOOK YOU OUT THERE TO LOOK AT
 09:50:59 IT, IT'S NOT SOMETHING THAT I THINK YOU'D WANT TO PRESERVE.
 09:51:02 IT DOESN'T HAVE THE SAME PRESENCE AS THE BIG ONES.
 09:51:06 >>Mayor Errington: KORESHAN STATE PARK HAS THOSE, CORRECT?
 09:51:09 >>David Willems: BIG ONES?
 09:51:11 THE BIG ONES, YEAH.
 09:51:12 THE BIG ONES WILL ALL BE PRESERVED.
 09:51:14 THE WAY THE CONTRACT IS WRITTEN UP, ANYTHING TWO INCHES AND
 09:51:18 SMALLER WILL BE REMOVED.
 09:51:20 ANYTHING LARGER THAN TWO INCHES WILL BE SAVED.
 09:51:23 AND THAT SEPARATES THE SPECIES OF BAMBOO.
 09:51:26 THERE ARE A COUPLE OF DIFFERENT SPECIES.

09:51:28 THE SPECIES THAT YOU SEE ON THE KORESHAN IS THE BIGGER ONE.
 09:51:31 THAT'S WHAT WILL BE KEPT.
 09:51:33 >>Mayor Errington: WHAT GOT DAMAGED DURING IAN?
 09:51:36 DID THE BAMBOO TREES GET ANY DAMAGE?
 09:51:39 >>David Willems: YES, SIGNIFICANTLY.
 09:51:40 >>Mayor Errington: I HAVEN'T BEEN OUT THERE.
 09:51:41 HOW MANY --
 09:51:42 >>David Willems: I DON'T KNOW THAT YOU WOULD NOTICE IT THAT
 09:51:44 MUCH.
 09:51:45 OUR FEMA -- THE CROWDER GULF, WE ACTUALLY HAD THEM GO OUT TO
 09:51:50 THE PROPERTY AND REMOVE ALL OF THE BIG DAMAGED TREES.
 09:51:56 AFTER THE STORM, YOU COULDN'T EVEN WALK THE PATH ANYMORE IT
 09:52:00 WAS SO THICK.

 09:52:01 THEY REMOVED ALL THAT.
 09:52:03 YOU CAN ACTUALLY WALK THE PATH NOW.
 09:52:04 THEY GOT SOME OF THE LEANERS AND HANGERS, WHICH ARE THE ONES
 09:52:07 CLOSE TO THE PATH, UP IN THE TREES THAT WERE DAMAGED, THEY
 09:52:10 GOT SOME OF THEM.
 09:52:11 I'M NOT SURE THEY GOT ALL OF THEM SO THAT'S WHY WE KEPT THAT
 09:52:14 IN THE CONTRACT.
 09:52:16 THE ONE ISSUE WITH THE BAMBOO IS A LOT OF THE DAMAGED BAMBOO
 09:52:19 ENDS UP IN THE RIVER AND ENDS UP CONSTRICTING FLOW.
 09:52:23 TALKING TO SOME OF THE CONTRACTORS THAT HAVE DONE A LOT OF
 09:52:27 WORK IN THE RIVER, WHEN THEY ARE DOING THE MAINTENANCE TO
 09:52:30 REMOVE TREES FROM THE RIVER, A LOT OF TIMES THEY ARE
 09:52:33 REMOVING A LOT OF BAMBOO.
 09:52:35 >>Mayor Errington: ALONG WITH OLD OAK TREES.
 09:52:37 >>David Willems: YEP, OAKS, PALMS, THERE ARE A LOT OF OTHER
 09:52:39 THINGS AS WELL, YES.
 09:52:40 >>Mayor Errington: ON THAT PROPERTY, THE BAMBOO TREES ARE ON
 09:52:45 THE NORTH SIDE OF THE BUILDINGS.
 09:52:52 >>David Willems: GENERALLY, YES.
 09:52:54 PROBABLY FOUR OR FIVE DIFFERENT SPOTS OF THE BIG BAMBOO WITH
 09:52:57 CLUSTERS OF THOSE.
 09:52:58 >>Mayor Errington: WHERE ARE THE OTHER SMALLER ONES?
 09:53:01 >>David Willems: THEY ARE A LITTLE FURTHER SOUTH.
 09:53:03 THE MAIN CLUSTER IS ALMOST RIGHT UP ALONG 41, MUCH FURTHER
 09:53:07 SOUTH THAN THE BIG ONES.

 09:53:10 >>Mayor Errington: SO WHO CAME UP WITH THE IDEA TO ONLY HAVE
 09:53:13 TWO INCHES?
 09:53:14 IS THAT THE CONTRACTOR?
 09:53:15 >>David Willems: NO, THAT WAS US, THE VILLAGE STAFF.
 09:53:18 THE REASON BEING IS THAT I THINK WHAT EVERYBODY VISUALIZES
 09:53:22 AS THE BAMBOO ON THE PROPERTY, THE BIG TALL BAMBOO THAT
 09:53:26 STANDS UP STRAIGHT AND YOU CAN HEAR IT WHEN THE WIND BLOWS
 09:53:28 IS THE LARGER ONE.

09:53:29 >>Mayor Errington: RIGHT.
 09:53:30 >>David Willems: THE SMALLER ONE DOESN'T DO ANY OF THAT.
 09:53:34 >>Mayor Errington: IT'S A BABY.
 09:53:35 >>David Willems: NO, NO.
 09:53:36 IT'S NOT A SIZE.
 09:53:37 IT'S NOT AN AGE THING.
 09:53:38 IT'S A TYPE OF BAMBOO.
 09:53:40 IT IS A DIFFERENT SPECIES.
 09:53:41 IT IS NOT THE SAME BAMBOO.
 09:53:44 >>Mayor Errington: BUT IT NEVER GROWS ANY TALLER?
 09:53:47 >>David Willems: NO.
 09:53:47 THESE WHOLE CLUMPS OF BAMBOO, ALL OF THEM ARE TINY PIECES.
 09:53:53 THEY ARE JUST SMALL BAMBOOS.
 09:53:55 >>Mayor Errington: THEY ONLY GROW HOW MANY FEET, TWO FEET?
 09:53:58 >>David Willems: NO, THEY ARE TALL.
 09:54:00 PROBABLY 10, 15 FEET BUT THEY END UP GROWING OVER ON TOP OF
 09:54:04 EACH OTHER.

 09:54:06 >>Mayor Errington: OKAY.
 09:54:06 JON.
 09:54:08 >>Vice-Mayor McLain: ARE THE TRAILS OPEN NOW FOR THE PUBLIC
 09:54:11 TO WALK THROUGH EVEN THOUGH PARKING IS LIMITED?
 09:54:15 >>David Willems: NO.
 09:54:16 >>Vice-Mayor McLain: HOW LONG WILL THIS PROCESS TAKE?
 09:54:20 IS IT ANOTHER 30, 45 DAYS TO GET THIS CLEANED UP AND THEN
 09:54:23 WE'LL BE ABLE TO OPEN THE TRAILS UP?
 09:54:29 >>Steven Sarkozy: WE CAN GET IN THERE.
 09:54:31 WE'RE NOT DENYING PEOPLE THE ACCESS IN THERE.
 09:54:35 >>Vice-Mayor McLain: IS IT BLOCKED OFF?
 09:54:37 FOR SAFETY --
 09:54:38 >>David Willems: THERE ARE GATES AND THINGS THAT YOU'RE NOT
 09:54:40 ABLE TO GET OUT THERE YET.
 09:54:42 YOU CAN WALK IT.
 09:54:43 IT'S ABLE TO BE WALKED, YES.
 09:54:46 >>Vice-Mayor McLain: BUT WE'RE NOT ENCOURAGING THAT AT THIS
 09:54:48 POINT.
 09:54:48 >>David Willems: NO.
 09:54:49 THERE'S NOT REALLY AN ACCESS RIGHT NOW.
 09:54:52 BUT IT'S CLEARED.
 09:54:55 I THINK WE'VE HAD SOMEBODY OUT THERE THE LAST FEW WEEKS
 09:54:58 CLEARING UP A COUPLE OF TRIP HAZARDS.
 09:55:00 WHEN CROWDER GULF CAME IN, THEY TORE IT UP A LITTLE BIT AS
 09:55:04 THEY WERE REMOVING SOME OF THE TREES.

 09:55:06 WE'RE GETTING THAT DONE AND THEN THE EXOTIC REMOVAL.
 09:55:08 >>Vice-Mayor McLain: WE'VE HAD IT FOR SEVERAL YEARS NOW, I
 09:55:11 WOULD LIKE TO GET IT OPEN TO THE PUBLIC AND LET THEM KNOW
 09:55:14 IT'S NOW SAFE TO GO IN THERE.

09:55:16 IT'S BEAUTIFUL, BUT I DON'T THINK WE REALLY HAD THAT MUCH
 09:55:20 PUBLIC THROUGH THERE AT THIS POINT.
 09:55:22 I SAY LET'S CLEAN THIS PLACE UP, MAKE SURE IT'S SAFE THAT
 09:55:25 THE CANOPIES DON'T HAVE THINGS THAT WILL DROP ON YOUR HEAD
 09:55:28 AND HAVE A BIG LIABILITY.
 09:55:30 >>Steven Sarkozy: IT'S STILL REALLY ROUGH.
 09:55:32 AND WHEN YOU SAY THE PUBLIC, YOU KNOW, THAT -- WE DON'T WANT
 09:55:37 TO ENCOURAGE A LOT OF PEOPLE BECAUSE IF THEY ARE NOT THAT
 09:55:40 MOBILE, THEY ARE GOING TO GET TRIPPING ISSUES AND SO FORTH.
 09:55:45 IT JUST RAISES LIABILITY PROBLEMS.
 09:55:46 >>Vice-Mayor McLain: SHOULD WE TAKE IT A STEP FURTHER DURING
 09:55:49 THIS CLEANUP -- I DON'T KNOW HOW BIG OF EQUIPMENT YOU'D HAVE
 09:55:54 OUT THERE, ACTUALLY CLOSE IT FOR SAFETY REASONS UNTIL IT'S
 09:55:57 CLEANED UP.
 09:55:58 WE SHOULD LOOK AT THAT, I THINK.
 09:56:00 >>David Willems: IT IS CLOSED.
 09:56:02 THERE'S NO ACCESS.
 09:56:03 SOMEBODY WOULD HAVE TO JUMP A FENCE TO GET TO IT.
 09:56:06 IT'S NOT EASILY ACCESSIBLE.
 09:56:07 >>Vice-Mayor McLain: AS SOON AS WE GET IT CLEANED UP I'D
 09:56:10 LOVE TO OPEN THE GATES UP THEN WHEN IT'S APPROPRIATE.

09:56:16 >>Jim Ward: FOLLOW UP ON JON'S THOUGHTS, THAT'S PROBABLY ONE
 09:56:19 OF THE MOST PREVALENT QUESTIONS I GET IS TWOFOLD.
 09:56:22 ONE, ARE WE GOING TO CLEAR-CUT THE PROPERTY?
 09:56:25 I SAY NO, NO INTENT TO DO THAT AT ALL.
 09:56:27 SECONDARILY, WHEN IS IT GOING TO OPEN?
 09:56:29 MY THOUGHTS WERE IT WAS SUPPOSED TO OPEN AROUND MARCH OR
 09:56:35 APRIL BUT WAS DELAYED BY IAN, IS THAT ACCURATE?
 09:56:38 >>David Willems: THAT'S ACCURATE, YES.
 09:56:40 >>Jim Ward: THE DELAY FROM IAN, IS THAT BECAUSE YOU WERE
 09:56:44 DISTRACTED BY OTHER ISSUES OR DAMAGE ON THE PARK?
 09:56:47 >>David Willems: DAMAGE ON THE PARK.
 09:56:48 SO THE SAME CONTRACTOR THAT REMOVED THE DEBRIS FROM THE
 09:56:52 PROPERTY WAS ALSO THE CONTRACTOR THAT WAS REMOVING THE
 09:56:54 DEBRIS FROM THE HOMES.
 09:56:55 OUR DIRECTION FOR CROWDER GULF WAS TO FOCUS ON ALL THE
 09:57:00 RESIDENTS, AND THE LAST THING THEY DID WAS CLEAN UP THIS
 09:57:03 PROPERTY.
 09:57:05 >>Jim Ward: OTHER QUESTION, EXCUSE ME, THE PARKING.
 09:57:08 I KNOW WE'VE TALKED ABOUT THIS, BUT IF YOU COULD JUST
 09:57:10 REFRESH MY MEMORY.
 09:57:12 >>David Willems: THE TEMPORARY PARKING WILL BE OFF OF THE
 09:57:15 HAPPEHATCHEE ENTRANCE.
 09:57:16 THERE'S A LITTLE -- RIGHT ON CORKSCREW ROAD, THERE'S A
 09:57:21 PARKING LOT THERE.
 09:57:23 >>Jim Ward: ULTIMATELY THE PARKING WOULD BE PERMANENT

09:57:26 PARKING WHERE?
 09:57:28 >>David Willems: ON THE NORTH SIDE OF THE RIVER.
 09:57:29 >>Jim Ward: THANK YOU.
 09:57:30 >>Jim Boesch: IT'S IMPORTANT TO MENTION THE TREES IN THERE
 09:57:33 THAT CAN'T BE CLEARED.
 09:57:36 I DON'T KNOW IF EVERYBODY UNDERSTANDS THAT WHEN WE START
 09:57:40 CLEARING THE SANCTUARY, SOME TREES HAVE TO REMAIN BECAUSE
 09:57:45 THAT'S THE RULES.
 09:57:45 >>David Willems: WELL, THERE ARE NO PLANS TO REMOVE ANY
 09:57:48 NATIVE TREES, EVEN WITH THE PATH THAT'S IN THERE, IT WAS
 09:57:53 PURPOSEFULLY BUILT ALL AROUND THE NATIVE TREES.
 09:57:55 >>Jim Boesch: MOST OF THE RESIDENTS DON'T HAVE A CLEAR
 09:57:58 PICTURE OF WHAT WE'RE TALKING ABOUT.
 09:58:00 WE'VE BEEN THROUGH IT SO MANY TIMES, MOST PEOPLE THINK THAT
 09:58:05 IT'S GOING TO BE A PARK SO FORTH AND SO ON AND DON'T
 09:58:09 UNDERSTAND THAT THERE'S GOING TO BE TREES THAT ARE GOING TO
 09:58:12 BE STANDING BECAUSE THEY HAVE TO BE STANDING.
 09:58:17 I THINK IT'S IMPORTANT, NOW THAT WE'RE GETTING DOWN TO SOME
 09:58:22 OF THE DETAILS OF WHAT THIS WILL HOPEFULLY BE, IT'S GOING TO
 09:58:27 BE MORE OF A SANCTUARY TYPE OF PARK RATHER THAN A CLEARED
 09:58:33 PARK WITH PARKING AND BLAH, BLAH, BLAH.
 09:58:38 >>Steven Sarkozy: WANT TO MENTION OUR NEW RESIDENT?
 09:58:40 >>David Willems: YES, I CAN.
 09:58:41 ONE THING THAT'S GOING TO -- THE VICE-MAYOR IS ASKING WHEN
 09:58:47 IT COULD OPEN UP, WHAT COULD THROW A WRENCH IN IT, WE WERE

 09:58:51 JUST ON THE PROPERTY LAST WEEK AND WE HAVE NESTING BALD
 09:58:53 EAGLES ON THE PROPERTY, RIGHT ON THE SOUTH -- SOUTHWEST
 09:58:59 CORNER RIGHT BY WHERE THE OLD TWO-STORY BUILDING WAS, IT
 09:59:04 LOOKS LIKE IT IS A BRAND-NEW NEST.
 09:59:06 THERE'S DEFINITELY BABIES IN THE NEST.
 09:59:09 >>Mayor Errington: IS THAT WHERE HARRIET IS?
 09:59:11 [LAUGHTER]
 09:59:12 >>David Willems: MAYBE.
 09:59:13 BUT WE HAD THE ECOLOGIST OUT THERE YESTERDAY LOOKING AT IT.
 09:59:20 THERE'S A CERTAIN CRITERIA OF WHAT WE CAN DO AND CAN'T DO.
 09:59:24 >>Mayor Errington: THAT'S 600 FEET, ISN'T IT?
 09:59:26 >>David Willems: 660 WHEN THEY ARE NESTING.
 09:59:29 SO WE WERE DOING A LITTLE BIT OF WORK ON THE PATH AND WE
 09:59:33 STOPPED THEM.
 09:59:34 THEY ARE NOT GOING TO BE DOING ANY WORK.
 09:59:36 THIS MIGHT BE DELAYED A LITTLE BIT ON PARTS OF THE PROPERTY
 09:59:39 BECAUSE WE'RE NOT GOING TO WANT THEM OUT THERE DOING THE
 09:59:42 TREATMENT WHILE THE BIRDS ARE THERE.
 09:59:44 >>Mayor Errington: JOANNE.
 09:59:45 >>Joanne Ribble: YEAH, AND TO JIM'S POINT, I KNOW ALL THE
 09:59:49 HERITAGE TREES HAVE BEEN MARKED AND THEY WILL ALL BE
 09:59:52 PRESERVED.

09:59:53 BEFORE THE PARK OPENS, I WOULD LIKE TO HAVE IT COME BACK TO
 09:59:57 US, TO COUNCIL, AND MAKE SURE THAT ALL THE SECURITY IS IN
 10:00:00 PLACE, THAT ALL THE SIGNAGE IS IN PLACE, THAT A PROPER

10:00:06 PARKING AREA HAS BEEN DESIGNATED AND DESIGNED, WHATEVER
 10:00:11 NEEDS TO BE DONE.
 10:00:12 I WOULD LIKE TO SEE THE FINISHED PRODUCT BEFORE WE OPEN IT
 10:00:15 UP TO THE PUBLIC.
 10:00:15 I KNOW WE'RE ALL IN A HURRY AND WOULD LIKE TO SEE IT HAPPEN,
 10:00:18 BUT I WOULD LIKE TO TAKE THE STEPS NECESSARY TO GET IT TO
 10:00:21 THE PROPER WORKING ORDER BEFORE WE OPEN IT UP.
 10:00:27 >>Mayor Errington: JOANNE, SOME OF US HAVE BEEN WAITING A
 10:00:29 COUPLE OF YEARS.
 10:00:30 >>Joanne Ribble: I KNOW, I KNOW.
 10:00:31 LET'S DO IT RIGHT.
 10:00:32 >>Mayor Errington: WHAT I WOULD LIKE TO SEE IS SET A TIME
 10:00:38 FRAME ON THE BRIDGE.
 10:00:40 WE GOT TO HAVE THE BRIDGE.
 10:00:43 WE'VE GOT TO HAVE THE FENCE, AND WE'VE GOT TO HAVE
 10:00:48 RESTROOMS, UNLESS IT WILL BE A PRIMITIVE TYPE OF HIKING AND
 10:00:52 GOING IN THERE.
 10:00:52 IF YOU HAVE THE PUBLIC COME IN, WHENEVER THE PUBLIC COMES
 10:00:55 IN, WE NEED RESTROOMS.
 10:00:57 AND THAT'S BEEN A GIVEN.
 10:00:58 ALSO, THE BRIDGE THAT WE'VE TALKED ABOUT AND THE FENCE THAT
 10:01:03 GOES AROUND.
 10:01:04 SO UNTIL THOSE ARE IN PLACE, WE'RE LOOKING AT A LONG TIME.
 10:01:12 >>Joanne Ribble: RESTROOMS, I DON'T THINK WE EVER TALKED
 10:01:15 ABOUT RESTROOMS.

10:01:16 CORRECT ME IF I'M WRONG, DAVID, BUT THIS PATH IS ONLY A
 10:01:19 MILE, MILE AND A HALF.
 10:01:21 >>David Willems: NO, IT'S LESS THAN THAT.
 10:01:22 >>Joanne Ribble: YEAH, LESS THAN THAT.
 10:01:24 I DON'T KNOW THAT A RESTROOM, TO OPEN IT INITIALLY WOULD BE
 10:01:27 REQUIRED FOR A MILE PATH.
 10:01:29 PEOPLE CAN DO A MILE PATH IN A HALF HOUR, 40 MINUTES.
 10:01:33 AND AS FAR AS THE BRIDGE GOES, DO WE WANT ACCESS ON TO THE
 10:01:38 NORTH SIDE WHEN WE OPEN THIS PARK?
 10:01:40 DO WE?
 10:01:41 THAT IS A QUESTION.
 10:01:43 >>Mayor Errington: THAT WAS DISCUSSED IN THE VERY BEGINNING.
 10:01:45 >>Joanne Ribble: I KNOW THERE IS GOING TO BE A BRIDGE, BUT
 10:01:47 MORE IN CONJUNCTION WITH OPENING THE NORTH TO THE SOUTH
 10:01:49 RATHER THAN THE SOUTH TO THE NORTH, IS THAT MY
 10:01:52 UNDERSTANDING?
 10:01:53 >>David Willems: THAT'S MORE OF A PHASE TWO.
 10:01:54 THE IDEA IS THIS WOULD BE MORE OF A PRIMITIVE PATH, THIS

10:01:57 PHASE ONE.
 10:01:58 WE'RE ACTUALLY SCHEDULED FOR PLANNING ZONING DESIGN REVIEW
 10:02:03 BOARD ON TUESDAY TO PRESENT THE CONCEPT THAT THE MAYOR IS
 10:02:08 TALKING ABOUT TO PRESENT THE DESIGN FOR THE PARKING LOT ON
 10:02:10 THE NORTH SIDE OF THE RIVER, THE BRIDGE ACROSS THE RIVER AND
 10:02:14 THEN ACTUALLY PAVED PATH, SO IMPROVING THE CURRENT PRIMITIVE
 10:02:18 PATH INTO A PAVED PATH WHICH WOULD BE MORE CONDUCIVE TO ADA

 10:02:23 COMPLIANT AND THINGS LIKE THAT.
 10:02:24 AND THAT FACILITY WOULD HAVE A RESTROOM.
 10:02:27 >>Joanne Ribble: OKAY.
 10:02:31 >>Mayor Errington: WHERE DOES THE GRANT THAT WE GOT FROM THE
 10:02:36 STATE FIT IN WITH ALL OF THIS?
 10:02:38 WHAT IS THE TIME DURATION ON THE \$1.7 MILLION?
 10:02:41 >>David Willems: THE END OF THIS YEAR.
 10:02:43 >>Mayor Errington: DECEMBER.
 10:02:44 >>David Willems: YES.
 10:02:45 >>Mayor Errington: DECEMBER 31st.
 10:02:46 SO WE WILL HAVE THAT SPENT?
 10:02:50 >>David Willems: THAT'S WHAT WE'RE WORKING ON, YES.
 10:02:55 >>Steven Sarkozy: WE'RE SENSITIVE TO THAT.
 10:02:57 WE'VE MADE A COMMITMENT TO THE STATE.
 10:02:59 OF COURSE, HURRICANE IAN HAS MESSED UP THE SUPPLY CHAIN
 10:03:05 PROCESS FOR ALL SERVICES LIKE THIS, BUT NONETHELESS THAT'S A
 10:03:09 TOP PRIORITY THAT WE HAVE.
 10:03:12 >>Vice-Mayor McLain: COULD WE GET AN EXTENSION ON THAT
 10:03:14 BECAUSE OF IAN?
 10:03:15 >>Steven Sarkozy: I DON'T KNOW, BUT I DON'T WANT TO TEST IT.
 10:03:19 >>Vice-Mayor McLain: 1.7 HAS TO BE SPENT BY THE END OF THE
 10:03:22 YEAR?
 10:03:23 >>David Willems: YES.
 10:03:23 >>Vice-Mayor McLain: THAT'S A PRETTY TIGHT TIMETABLE IN MY
 10:03:27 MIND.

 10:03:27 >> YES, IT IS.
 10:03:28 >>Mayor Errington: CAN'T YOU MAKE A COMMITMENT FOR SOME OF
 10:03:29 THE THINGS LIKE THE BRIDGE AND FENCE?
 10:03:31 >>David Willems: WE'RE WORKING ON IT.
 10:03:33 IT'S IN THE PERMITTING RIGHT NOW.
 10:03:35 WE'RE FINALIZING THE CONSTRUCTION PLANS.
 10:03:37 WE'RE DEFINITELY PUSHING TO GET IT DONE BY THEN, ABSOLUTELY.
 10:03:44 >>Steven Sarkozy: PART OF THE REASON FOR AN EXTENSION MIGHT
 10:03:46 BE THAT THE PERMITTING PROCESS THROUGH THE STATE IS PLUGGED
 10:03:50 UP BECAUSE OF HURRICANE IAN.
 10:03:52 >>David Willems: WELL, AND THE EAGLES' NEST IS GOING TO --
 10:03:56 THE PERMITTING PROCESS WAS ACTUALLY PRETTY SIMPLE BEFORE THE
 10:04:00 EAGLES NEST SHOWED UP.
 10:04:02 THAT WILL MAKE IT MORE COMPLICATED.

10:04:04 >>Mayor Errington: THE EAGLES NEST, IF YOU ARE ON CORKSCREW
 10:04:05 AND 41 AND YOU LOOK STRAIGHT UP ON THE PROPERTY THAT BELONGS
 10:04:09 TO ESTERO, WHERE IS THAT NEST?
 10:04:12 IS IT RIGHT THERE?
 10:04:13 >>David Willems: IT'S CLOSE.
 10:04:14 SO IF YOU'RE MAYBE 200 FEET NORTH OF CORKSCREW, THERE'S TWO,
 10:04:22 I THINK THEY ARE EUCALYPTUS, THEY ARE THE TWO LARGEST TREES
 10:04:25 ON THE PROPERTY BASICALLY.
 10:04:26 THE ONE THAT'S FURTHER FROM U.S. 41 IS THE ONE THAT HAS THE
 10:04:30 NEST ON IT.
 10:04:31 >>Mayor Errington: IN YOUR ENGINEERING MIND, 660 FEET, WOULD

 10:04:34 THAT GO TO THE RIVER?
 10:04:36 >>David Willems: NO.
 10:04:37 >>Mayor Errington: HOW FAR?
 10:04:38 >>David Willems: MAYBE HALFWAY.
 10:04:40 >>Mayor Errington: SO WE CAN WORK ALL AROUND.
 10:04:42 >>David Willems: YEAH, WE CAN WORK ALL AROUND THAT.
 10:04:44 >>Mayor Errington: YOU JUST PROTECT THAT.
 10:04:46 >>David Willems: THE REAL PROBLEM IS ON THE CORKSCREW SIDE,
 10:04:49 THAT 660 TAKES YOU BASICALLY TO THE HAPPEHATCHEE ENTRANCE.
 10:04:56 >>Vice-Mayor McLain: THE RESTRICTION FOR THE 660 AREA IS NO
 10:04:59 WALKING, NO ANYTHING?
 10:05:00 >>David Willems: THAT'S THE PART WE'RE WORKING ON RIGHT NOW.
 10:05:02 DURING THE NESTING SEASON, IT'S NOTHING.
 10:05:05 LIKE YOU JUST NEED TO STAY OUT OF THAT AREA, WHICH IS WHAT
 10:05:08 WE'RE DOING.
 10:05:09 BUT THROUGH THE PERMITTING, WE'LL TRY TO SEE WHAT WE CAN DO.
 10:05:13 THERE ARE ACTUALLY TWO RESTRICTIONS.
 10:05:15 ONE IS THE 660 AND THEN 330.
 10:05:17 330 IS MUCH MORE RESTRICTIVE.
 10:05:20 BUT THAT'S WHY WE HAD THE ECOLOGIST OUT THERE YESTERDAY IS
 10:05:23 TO FIRST UNDERSTAND WHERE THE TREE IS AND ALSO FOR HER TO
 10:05:27 CONFIRM THAT IT IS A BALD EAGLE AND THAT THERE ARE BALD
 10:05:32 EAGLES IN THE NEST.
 10:05:34 >>Mayor Errington: ONCE THE EAGLETS ARE BORN AND THEY FLY
 10:05:38 AWAY, THEN YOU CAN WORK?

 10:05:42 >>David Willems: IN A CERTAIN DISTANCE.
 10:05:44 THAT'S WHAT WE HAVE TO GET THE DETERMINATION OF.
 10:05:46 SINCE WE HAVEN'T PERMITTED ANYTHING IN THERE, THE BEST IS TO
 10:05:50 JUST STAY OUT OF THERE FOR NOW.
 10:05:52 BUT THEN WE'LL WORK WITH THE WILDLIFE AGENCIES AND THE
 10:05:54 ECOLOGISTS TO SEE IF THERE ARE THINGS THAT WE CAN PERMIT
 10:05:57 THERE.
 10:05:57 THE NEST IS SO CLOSE TO 41 AND TO CORKSCREW ROAD, IT'S
 10:06:04 OBVIOUS THAT HUMAN ACTIVITY ISN'T SOMETHING THEY ARE AFRAID
 10:06:07 OF.

10:06:07 YOU JUST KNOW HOW LOUD U.S. 41 IS.
 10:06:11 THEY ARE WITHIN 200 FEET OF U.S. 41.
 10:06:14 IT'S NOT LIKE IT'S OUT IN THE MIDDLE OF A FOREST THAT THEY
 10:06:18 ARE NOT USED TO HUMAN CONTACT.
 10:06:20 >>Mayor Errington: I WOULD THINK THIS COULD BE USED FOR
 10:06:23 ESTERO'S ADVANTAGE.
 10:06:28 >>David Willems: IT'S BEAUTIFUL TO SEE THEM FLYING.
 10:06:30 >>Mayor Errington: PUT THAT CAMERA UP THERE AND WATCH.
 10:06:32 IT COULD BE AN ATTRACTION.
 10:06:34 >>Vice-Mayor McLain: HARRIET HAS MOVED FROM NAPLES TO
 10:06:36 ESTERO.
 10:06:38 >>David Willems: IT WAS INTERESTING, I SAW AN OSPREY FLYING
 10:06:41 AROUND AND THE EAGLE CAME IN RIGHT AFTER IT TO GET IT AWAY.
 10:06:51 >>Vice-Mayor McLain: HOW LONG, GENERALLY SPEAKING?
 10:06:55 >>David Willems: MAY.

10:06:56 >>Vice-Mayor McLain: OH, REALLY?
 10:06:59 I THINK WHAT YOU HEARD TODAY WITH THAT IN MIND IS THAT WE
 10:07:01 WANT TO GET THIS THING OPEN IN A PROPER WAY AS QUICKLY AS
 10:07:06 POSSIBLE SO PEOPLE CAN GO IN.
 10:07:07 BECAUSE THE MAYOR IS RIGHT, WE BOUGHT THE PROPERTY GOING ON
 10:07:12 THREE YEARS AGO I GUESS.
 10:07:15 >>David Willems: WE'LL LOOK IF THERE IS A WAY TO GO AROUND
 10:07:17 THAT WHOLE AREA FOR NOW.
 10:07:19 THE ONLY ISSUE IS THE SIZE OF THAT PATH IS GOING TO BE REAL
 10:07:25 SMALL, PROBABLY LESS THAN MAYBE A QUARTER ACRE OR A QUARTER
 10:07:28 MILE.
 10:07:28 >>Mayor Errington: HOW HIGH UP IS THAT?
 10:07:31 HOW TALL IS THAT TREE?
 10:07:32 >>David Willems: I DON'T KNOW.
 10:07:33 IT IS THE TALLEST TREE ON THE PROPERTY.
 10:07:35 IT'S WAY UP THERE.
 10:07:36 >>Mayor Errington: 50, 60 FEET?
 10:07:40 >>David Willems: PROBABLY AT LEAST.
 10:07:41 >>Mayor Errington: HIGHER, TALLER?
 10:07:43 >>David Willems: IT WAS ODD THAT IT'S ACTUALLY NOT IN A PINE
 10:07:47 TREE.
 10:07:47 MOST ARE IN PINE TREES.
 10:07:48 >>Mayor Errington: WHAT KIND OF TREE?
 10:07:50 >>David Willems: I THINK A EUCALYPTUS.
 10:07:52 ACTUALLY A NON-NATIVE TREE, WHICH WE'RE NOT TREATING WITH

10:07:55 THIS --
 10:07:56 [LAUGHTER]
 10:07:59 >>Mayor Errington: PUT THAT IN THE CONTRACT.
 10:08:01 >>David Willems: IT IS.
 10:08:02 IT'S ALREADY IN THERE.
 10:08:04 >>Mayor Errington: OH, MY.

10:08:05 WOW.
 10:08:06 THAT WOULD BE EMBARRASSING.
 10:08:07 IT'S A BLESSING IN DISGUISE IN A WAY.
 10:08:15 WE CAN PROCEED WITH WHATEVER IT IS WE'RE GOING TO DO IN A
 10:08:18 TIMELY MANNER.
 10:08:19 >>David Willems: YES.
 10:08:21 >>Mayor Errington: ANY OTHER QUESTIONS?
 10:08:24 >>Vice-Mayor McLain: EXPENSIVE REAL ESTATE THAT EAGLE
 10:08:27 DECIDED TO MOVE INTO.
 10:08:28 >>Mayor Errington: WELL, NOT A BUM EAGLE.
 10:08:30 [LAUGHTER]
 10:08:30 >>Steven Sarkozy: RIGHT AFTER WE TOOK ACTION TO CREATE A
 10:08:33 PERMANENT RESERVE THAT GOING TO PUT IT --
 10:08:36 >>Mayor Errington: SMART EAGLE.
 10:08:39 THEY ARE SMART.
 10:08:39 THANK YOU.
 10:08:44 ANY PUBLIC COMMENTS?
 10:08:46 >>Carol Sacco: NO PUBLIC COMMENTS AND NO E-COMMENTS.
 10:08:49 >>Mayor Errington: OKAY.

 10:08:50 I NEED A MOTION.
 10:08:51 MOTION MADE BY COUNCIL MEMBER JIM WARD AND SECONDED BY
 10:08:58 COUNCIL MEMBER FIESEL.
 10:08:59 PLEASE CALL THE ROLL.
 10:09:01 >>Joanne Ribble: AYE.
 10:09:02 >>Larry Fiesel: AYE.
 10:09:04 >>Jim Boesch: AYE.
 10:09:05 >>Jim Ward: AYE.
 10:09:07 >>Jim Wilson: AYE.
 10:09:09 >>Vice-Mayor McLain: AYE.
 10:09:10 >>Mayor Errington: AYE.
 10:09:11 ITEM NUMBER 6D IS AN AGREEMENT FOR LAND USE AND CODE
 10:09:24 ENFORCEMENT SPECIAL MAGISTRATE SERVICES.
 10:09:27 STEVE?
 10:09:28 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
 10:09:31 AS YOU'RE WELL AWARE, WE USE A SPECIAL MAGISTRATE FOR SOME
 10:09:36 OF THE CODE INFRACTIONS THAT WE HAVE WITHIN THE VILLAGE.
 10:09:41 AND JOE FAERBER HAS BEEN OUR SPECIAL MAGISTRATE.
 10:09:45 JOE IS HAVING SOME MEDICAL PROBLEMS AND WE'RE BRINGING
 10:09:51 FORWARD TO YOU A SUGGESTION THAT WE SELECT AN INTERIM
 10:09:57 SPECIAL MAGISTRATE TO HELP US ON CODE ISSUES SHOULD THE NEED
 10:10:01 COME UP.
 10:10:02 ON BEHALF OF ALL OF THE STAFF, AND I'M SURE THE COUNCIL AS
 10:10:07 WELL, WE'D LIKE TO GIVE BEST WISHES AND A SPEEDY RECOVERY TO
 10:10:12 JOE, BUT WE'VE HAD TO MISS A COUPLE OF MEETINGS AND WHEN

 10:10:17 HE'S NOT ABLE TO BE HERE, WE'RE PROPOSING TO HAVE AN INTERIM
 10:10:21 SPECIAL MAGISTRATE.

10:10:23 WE'VE TALKED TO BOB PRITT, WHO YOU ARE WELL AWARE OF HAVING
 10:10:29 SERVED AS OUR INTERIM CITY ATTORNEY.
 10:10:32 BOB IS WILLING TO DO THIS.
 10:10:34 HE'S DONE IT BEFORE AND COMES WITH A WEALTH OF EXPERIENCE.
 10:10:37 BUT IT WOULD BE NICE THEN TO HAVE TWO SPECIAL MAGISTRATES SO
 10:10:42 THAT WE DON'T HAVE TO MISS ANY OF THE SCHEDULED MEETINGS --
 10:10:47 SCHEDULED HEARINGS.
 10:10:47 SO THE ACTION BEFORE THE COUNCIL IS TO APPOINT BOB PRITT AS
 10:10:52 SPECIAL MAGISTRATE ON AN INTERIM BASIS TO HELP OUT JOE WHILE
 10:10:57 JOE IS RECOVERING.
 10:10:59 >>Mayor Errington: THANK YOU.
 10:10:59 COUNCIL, ANY QUESTIONS, COMMENTS?
 10:11:02 JIM WILSON.
 10:11:05 >>Jim Wilson: THERE IS A TYPO ON PAGE 7.
 10:11:09 VILLAGE CLERK'S E-MAIL ADDRESS IS WRONG.
 10:11:17 >>Vice-Mayor McLain: SHE DID THAT ON PURPOSE.
 10:11:21 >>Carol Sacco: PAGE 7?
 10:11:25 >>Vice-Mayor McLain: STEVE, ARE WE GOING TO HAVE A REVIEW OF
 10:11:28 ALL OF THE PENDING CASES?
 10:11:30 WE DID THAT A YEAR OR SO AGO, I GUESS, AND WE HAD QUITE A
 10:11:33 BIT OF MONEY OUT THERE.
 10:11:36 WE MIGHT FROM A COUNCIL AGENDA --
 10:11:39 >>Steven Sarkozy: WE'LL BRING SOMETHING BACK.

 10:11:40 >>Vice-Mayor McLain: -- ONCE A YEAR MAYBE GET AN UPDATE OF
 10:11:43 WHERE THEY ARE.
 10:11:44 >>Steven Sarkozy: OKAY.
 10:11:44 WE'LL BRING SOMETHING BACK FOR YOU.
 10:11:46 >>Mayor Errington: ANY FURTHER QUESTIONS, COMMENTS?
 10:11:50 >>Carol Sacco: NO COMMENTS AND NO E-COMMENTS, MAYOR.
 10:11:52 >>Mayor Errington: OKAY.
 10:11:53 NEED A MOTION.
 10:11:53 >>Joanne Ribble: SO MOVED.
 10:11:55 >>Mayor Errington: MOTION MADE BY COUNCIL MEMBER RIBBLE AND
 10:11:58 SECONDED BY VICE-MAYOR McLAIN.
 10:12:00 PLEASE CALL THE ROLL.
 10:12:04 >>Jim Wilson: AYE.
 10:12:05 >>Jim Ward: AYE.
 10:12:06 >>Jim Boesch: AYE.
 10:12:08 >>Larry Fiesel: AYE.
 10:12:10 >>Joanne Ribble: AYE.
 10:12:11 >>Vice-Mayor McLain: AYE.
 10:12:12 >>Mayor Errington: AYE.
 10:12:13 OKAY.
 10:12:19 NEXT ON THE AGENDA, 7A, AND NANCY IS NOT HERE.
 10:12:22 I GUESS WE'RE GOING TO -- FIRST I HAVE TO TURN IT OVER TO
 10:12:27 STEVE AFTER THE READING -- FIRST READING OF THE ORDINANCE,
 10:12:31 NUMBER 2023-02.

10:12:35 I ASKED THE CLERK TO PLEASE READ THE TITLE OF THE ORDINANCE.

10:12:38 >>Carol Sacco: ORDINANCE NUMBER 2023-02, AN ORDINANCE OF THE
 10:12:42 VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, CREATING
 10:12:44 SECTION 5-15 OF THE VILLAGE LAND DEVELOPMENT CODE TO ADD
 10:12:48 STANDARDS FOR DEVELOPMENT OF ELEVATED SINGLE-FAMILY HOMES;
 10:12:52 MAKING RELATED FINDINGS; AND PROVIDING FOR SEVERABILITY,
 10:12:56 CODIFICATION AND AN EFFECTIVE DATE.
 10:12:58 >>Mayor Errington: THANK YOU.
 10:12:59 STEVE?
 10:12:59 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
 10:13:01 IN THE RECOVERY PROCESS FOR HURRICANE IAN, WE ARE
 10:13:08 EXPERIENCING SOME RESIDENTS WHO WERE COMING IN AND
 10:13:13 REQUESTING THAT THEIR PERMITS FOR THEIR HOME TO BE ELEVATED
 10:13:17 ON STILTS.
 10:13:18 THESE ARE HOMES, OF COURSE, THAT ARE IN THE FLOODWAY.
 10:13:22 WE DON'T HAVE ANY PROVISIONS IN OUR CODE TO ADDRESS HOW THE
 10:13:29 HOME AND THE UNDERLYING PORTION BELOW THE HOME IS FINISHED.
 10:13:35 SO WE WANTED TO BRING THIS BACK TO THE VILLAGE COUNCIL FOR
 10:13:39 YOUR CONSIDERATION.
 10:13:41 I WOULD LIKE TO ASK MARY TO COME FORWARD AND KIND OF GIVE
 10:13:45 GREATER DETAIL, BUT RATHER THAN SIMPLY ALLOW THESE THINGS TO
 10:13:50 OCCUR AND END UP WITH SOMETHING THAT DOESN'T LOOK GOOD IN
 10:13:55 THE COMMUNITY, WE WANTED TO PRESENT IT TO THE VILLAGE
 10:13:57 COUNCIL AND SEE IF THERE'S A STRATEGY TO REMEDY THIS.
 10:14:02 >>Mayor Errington: WELCOME, MARY.
 10:14:04 >>Mary Gibbs: THANK YOU.

10:14:05 WE'RE TRYING TO BE PROACTIVE ABOUT THIS BECAUSE, AS STEVE
 10:14:11 SAID, WE DON'T HAVE ANY REGULATIONS THAT ADDRESS STILT
 10:14:13 HOMES.
 10:14:13 WHAT WE'RE FINDING WITH THE NEW FEMA MAPS THAT IN SOME
 10:14:16 AREAS, WE SPOKE ABOUT IT I THINK AT THE LAST MEETING,
 10:14:19 INCREASE THE AREA OF THE FLOODPLAIN, BUT ALSO INCREASES HOW
 10:14:22 HIGH YOU HAVE TO ELEVATE HOMES.
 10:14:24 SO IN A LOT OF CASES, YOU CAN'T REALLY PUT IN A FILL TO MEET
 10:14:28 THOSE REQUIREMENTS AND YOU END UP WITH A STILT HOME THAT
 10:14:31 COULD BE 8 OR 10 FEET ABOVE THE GROUND.
 10:14:34 THERE'S NO REQUIREMENTS IN THE CODE NOW TO HAVE ANY KIND OF
 10:14:39 SCREEN ENCLOSURE AT THE BOTTOM TO KIND OF HIDE THAT AND
 10:14:42 OBSCURE THE VIEW OF WHAT YOU HAVE UNDER THE BUILDING.
 10:14:45 SO WE HAVE PROPOSED THAT.
 10:14:47 AND THEN ADDITIONALLY, WHEN YOU LOOK AT THESE THINGS, THEY
 10:14:52 APPLY TO SINGLE-FAMILY HOMES.
 10:14:53 SINGLE-FAMILY HOMES ALSO INCLUDES MODULAR HOMES OR
 10:14:57 MANUFACTURED HOMES, NOT A MOBILE HOME, BUT THESE KIND OF
 10:15:00 PREFAB HOMES THAT ARE PUT TOGETHER AND JUST PUT UP ON THE
 10:15:05 PROPERTY.

10:15:06 SOME OF THESE MODULAR HOMES ARE KIND OF PLAIN.
 10:15:10 THEY LOOK LIKE MOBILE HOMES, AND SO WE WERE A LITTLE
 10:15:13 CONCERNED THAT IF WE START SEEING THESE SPROUT UP WITHOUT
 10:15:16 SOME TYPE OF ENCLOSURE AND JUST KIND OF THE PLAIN BOX THAT
 10:15:20 YOU REALLY NEED TO HAVE SOME MINIMAL STANDARD.

10:15:22 SO WHAT WE ARE RECOMMENDING IS THAT WE HAVE ENCLOSURE WHERE
 10:15:28 THE ROAD, WHERE IT FACES THE ROAD SO YOU DON'T HAVE TO LOOK
 10:15:31 IN AND THAT IT COULD BE ENCLOSED WITH THE WALL THAT HAS
 10:15:35 VENTS FOR FLOOD, A GARAGE OR SOME WINDOWS OR SOME DOORS OR
 10:15:39 PORCH, SOMETHING LIKE THAT.
 10:15:41 AND THAT THEY HAVE -- AND THAT WE ALSO HAVE I THINK SOME
 10:15:47 MINIMAL ARCHITECTURE.
 10:15:49 JUST THAT IT COMPLIES WITH THE NEIGHBORHOOD.
 10:15:50 SO WE HAVE SOME ECLECTIC NEIGHBORHOODS IN THERE.
 10:15:53 ESTERO RIVER HEIGHTS IS PRETTY ECLECTIC.
 10:15:57 WE'RE NOT DICTATING ANY PARTICULAR STYLE OR ANY SPECIFICS.
 10:15:59 IT JUST NEEDS TO FIT IN WITH THE NEIGHBORHOOD.
 10:16:02 AND WE TALK ABOUT ESTERO RIVER HEIGHTS, THE STILT HOMES
 10:16:06 COULD ALSO BE BUILT ELSEWHERE.
 10:16:08 IT'S NOT LIKELY, BUT WE HAVE ESTERO SPRINGS WHERE I ACTUALLY
 10:16:12 HAD REQUESTS FROM PEOPLE TO BUILD YURTS.
 10:16:16 CAN I BUILD A YURT IN ESTERO SPRINGS?
 10:16:19 CAN I BUILD AN IGLOO HOME?
 10:16:21 WE GET STRANGE REQUESTS, SO I WOULD BE MORE COMFORTABLE IF
 10:16:25 WE ADDRESSED THAT.
 10:16:26 >>Mayor Errington: JON.
 10:16:26 >>Vice-Mayor McLain: MARY, THERE MAY BE CONFUSION FROM ME
 10:16:30 AND SOME OF THE CITIZENS ON THIS.
 10:16:31 THIS ORDINANCE IS NOT REQUIRING HOMES TO BE ELEVATED.
 10:16:35 THIS IS AN ORDINANCE ONLY INVOLVES IF, IN FACT, A HOME,

10:16:40 HOWEVER YOU DEFINE A HOME, IS GOING TO BE RAISED, THEN THIS
 10:16:48 SAYS YOU HAVE TO PUT APPROPRIATE STRUCTURE AROUND AND
 10:16:51 LANDSCAPING AND THE LIKE.
 10:16:52 AM I CORRECT IN THAT REGARD?
 10:16:53 >>Mary Gibbs: CORRECT.
 10:16:54 THE DETERMINATION OF ELEVATING IS THE OWNER'S CHOICE.
 10:16:59 >>Vice-Mayor McLain: THE CHOICE COULD BE A HOMEOWNER TO
 10:17:02 RAISE IT ON THEIR OWN BECAUSE COULD GET FLOODED OUT AGAIN.
 10:17:05 THE OTHER IS THE 50% RULE, IF YOU REBUILD --
 10:17:09 >>Mary Gibbs: IF YOU CAN'T DO ENOUGH FILL, THEN THEY WOULD
 10:17:13 CHOOSE TO ELEVATE.
 10:17:20 >>Joanne Ribble: MARY, WHATEVER THE HOMEOWNER CHOOSES TO DO
 10:17:23 TO HIDE THE OPEN AREA UNDERNEATH THEIR HOME, AND YOU SAID
 10:17:26 YOU'VE GIVEN SOME EXAMPLES.
 10:17:28 YOU ALSO SAID SOME KIND OF ARCHITECTURAL FEATURE IS THIS
 10:17:31 SOMETHING THAT THE HOMEOWNER WOULD HAVE TO COME TO DESIGN

10:17:33 REVIEW AND GET APPROVED?
 10:17:35 OR DID THEY DO THEIR OWN THING?
 10:17:37 >>Mary Gibbs: NO.
 10:17:38 THIS WOULD BE AS PART OF THE BUILDING PERMIT.
 10:17:40 STAFF WOULD LOOK AT IT.
 10:17:42 >>Joanne Ribble: MY OTHER CONCERN IS, ARE WE KIND OF ACTING
 10:17:46 AS A QUASI-HOMEOWNERS ASSOCIATION?
 10:17:50 >>Mary Gibbs: YOU KNOW, I THINK THAT WAS BROUGHT UP.
 10:17:53 YOU GOT AN E-COMMENT ON THIS FROM ONE OF THE PEOPLE THAT I

 10:17:55 THINK WANTS TO DO ONE OF THESE HOMES.
 10:17:58 IT'S REALLY KIND OF A BALANCING ACT OF WHAT -- YOU KNOW, IF
 10:18:03 YOU'RE NOT IN A GATED COMMUNITY, DOES THAT MEAN THERE ARE NO
 10:18:06 RULES?
 10:18:07 IS THE VILLAGE ACTING AS AN HOA?
 10:18:10 NOT REALLY, BUT YOU'VE HAD SIMILAR -- IF YOU REMEMBER A
 10:18:12 LARGE GARAGE WHERE SOMEBODY WROTE THE LETTER AND SAID, WHY
 10:18:16 AREN'T YOU PROTECTING OUR NEIGHBORHOOD?
 10:18:18 YOU ARE OUR HOA.
 10:18:19 THERE IS THAT FINE LINE OF WHAT TYPE OF REGULATION THERE
 10:18:25 SHOULD BE, SOME MINIMAL REGULATION TO PROTECT THE REST OF
 10:18:27 THE NEIGHBORHOOD.
 10:18:27 YOU'RE NOT REALLY THE HOA, BUT THERE IS THAT JUST MINIMAL
 10:18:32 REVIEW.
 10:18:38 >>Jim Ward: ARE YOU THINKING OF A FOUR-SIDED STRUCTURE THAT
 10:18:40 WOULD BE ELEVATED OR JUST TWO SIDES AND A PASS-THROUGH?
 10:18:44 >>Mary Gibbs: THE SIDE THAT WOULD FACE THE ROAD, UNLESS YOU
 10:18:47 RUN A CORNER, AND THERE ARE TWO ROADS, IT WOULD BE WHAT
 10:18:50 FACES THE ROAD WOULD NEED TO BE SCREENED.
 10:18:53 I DON'T KNOW IF YOU'VE SEEN ANY OF THESE.
 10:18:55 OFF OF MULLET CREEK UP IN THAT PARK ROAD AREA, NOT ISLAND
 10:18:59 PARK, BUT SOUTH OF THAT, THERE ARE A LOT OF HOUSES THAT KIND
 10:19:03 OF HAVE A KEY WEST LOOK.
 10:19:05 THEY'VE GOT JUST THE WALL BETWEEN THE HOUSE ITSELF AND THE
 10:19:09 GROUND AND THEN THEY'VE GOT A DOOR, A GARAGE, OR SOME LITTLE

 10:19:13 LATTICE WORK IN FRONT OF THE WALL THAT DRESSES IT UP A
 10:19:17 LITTLE BIT.
 10:19:17 IF YOU'VE SEEN THE REQUESTS THAT WE'VE HAD THAT CAME IN TO
 10:19:23 TALK TO OUR FLOODPLAIN PERSON ABOUT THE PERMIT, IT JUST
 10:19:26 BASICALLY LOOKS LIKE A MOBILE HOME ON WOODEN STILTS.
 10:19:30 SO WE WERE CONCERNED THAT THAT MIGHT NOT BE WHAT THE COUNCIL
 10:19:34 WANTS TO SEE.
 10:19:37 >>Jim Ward: I CAN UNDERSTAND THAT, BUT THE INTENT OF
 10:19:39 ELEVATING IS TO LET THE WATER FLOW THROUGH UNDERNEATH THE
 10:19:42 LIVING STRUCTURE.
 10:19:43 >>Mary Gibbs: WELL, THESE ARE NOT IN THE FLOODWAY, SO YOU
 10:19:46 CAN DO WALL.

10:19:47 THE WALL HAS TO HAVE VENTS.
 10:19:48 THAT'S WHAT FEMA, THAT'S WHAT IS REQUIRED.
 10:19:52 IT DOESN'T HAVE TO BE A BREAKAWAY WALL.
 10:19:54 YOU CAN HAVE A REGULAR WALL, BUT IT'S GOT TO HAVE VENTS.
 10:19:58 IT'S GOT TO HAVE VENTS IN IT.
 10:20:03 >>Mayor Errington: I HAVE A QUESTION ABOUT IF YOU HAVE
 10:20:06 WALLS, THE HOUSE OR HOME IS ELEVATED AND THEN YOU HAVE ONE
 10:20:13 THAT'S SITTING NORMALLY, WHAT IF IT'S SOLID?
 10:20:19 IT APPEARS TO ME YOU HAVE A DAM THEN THAT COULD CREATE
 10:20:22 FLOODING FOR YOUR NEIGHBOR.
 10:20:24 IF YOU ARE HIGH UP AND SOMEBODY BESIDE YOU DECIDES NOT TO DO
 10:20:28 THAT, THAT TO ME WOULD BE -- I WOULD THINK EVERYTHING WOULD
 10:20:33 HAVE TO BE OPEN.

 10:20:34 >>Mary Gibbs: WELL, IT DOESN'T HAVE TO BE OPEN, BUT WHAT
 10:20:38 REALLY WHAT CREATES MORE OF A PROBLEM IS WHEN PEOPLE PUT A
 10:20:41 LOT OF FILL ON THE PROPERTY NEXT TO SOMEBODY THAT IS FLAT OR
 10:20:45 LOW.
 10:20:45 SO THESE BEING ON STILTS IS ACTUALLY BETTER BECAUSE IT
 10:20:48 DOESN'T CREATE THAT HUGE AMOUNT OF FILL THAT THE WATER WILL
 10:20:51 RUN OFF ON.
 10:20:53 THE VENTS ARE DESIGNED SO THAT THE WATER FLOWS THROUGH IT.
 10:20:56 >>Mayor Errington: HOW BIG IS THE VENT?
 10:20:59 >>Mary Gibbs: I DON'T KNOW.
 10:21:01 >>Mayor Errington: LIKE THIS BIG OR --
 10:21:07 >>Mary Gibbs: I DON'T KNOW HOW BIG THE VENT IS, BUT I CAN
 10:21:09 GET THAT INFORMATION FOR THE SECOND READING.
 10:21:11 >>Mayor Errington: I DON'T WANT TO MAKE IT MORE DANGEROUS
 10:21:14 FOR SOMEBODY WHO DECIDES NOT TO DO THAT.
 10:21:16 THEN YOU HAVE A LAWSUIT.
 10:21:18 >>Mary Gibbs: I DON'T THINK THAT'S THE INTENT, BUT I'M HAPPY
 10:21:20 TO LOOK AT THAT.
 10:21:23 IF YOU WANT TO SEND IT TO SECOND READING, I CAN BRING
 10:21:26 PICTURES AND I CAN GET MORE INFORMATION ON THE VENTS.
 10:21:29 >>Mayor Errington: TRY TO THINK ABOUT THE ONES ON FORT MYERS
 10:21:33 BEACH AND BONITA BEACH ROAD, SOME OF THOSE THAT ARE LIKE
 10:21:38 THAT, THE NEWER STRUCTURES, AND THEN -- I DON'T SEE HOW THE
 10:21:43 WATER COULD FLOW THROUGH THERE WITHOUT DAMAGING.
 10:21:47 THEY ARE HIGH UP, BUT THEY DON'T HAVE FLOW-THROUGHS LIKE

 10:21:51 THAT.
 10:21:58 >>Mary Gibbs: I CAN BRING BACK MORE INFORMATION ABOUT THE
 10:22:00 BREAKAWAY VERSUS THE VENTS.
 10:22:02 >>Joanne Ribble: WHAT KIND OF REACTION ARE YOU GETTING FROM
 10:22:04 PEOPLE COMING IN AND GETTING THESE PERMIT APPROVALS?
 10:22:07 I MEAN, WHAT ARE THEY SAYING?
 10:22:10 HOW ARE THEY WORKING WITH IT?
 10:22:11 WHAT ARE THEIR SUGGESTIONS?

10:22:12 >>Mary Gibbs: ONE THAT CAME UP, MATT NOBLE, OUR STAFF, WAS
 10:22:17 WORKING WITH THE PERSON.
 10:22:18 AND WHEN HE FIRST CAME IN, HE HAD -- NOTHING HAS BEEN
 10:22:21 SUBMITTED YET.
 10:22:23 HE HAD A MODULAR HOME, VERY PLAIN KIND OF MODULAR HOME.
 10:22:29 IT WAS LIKE A BOX ON THE FOUR STILTS.
 10:22:32 AND THEN WE KNOW THAT THESE MODULAR HOMEMAKERS WILL MAKE
 10:22:36 DIFFERENT DESIGNS TO DRESS IT UP A LITTLE BIT.
 10:22:38 SO HE CAME BACK WITH ONE THAT LOOKED A LITTLE MORE LIKE A
 10:22:42 RANCH HOME BUT BASICALLY ON STILTS.
 10:22:45 WHEN MATT EXPLAINED TO HIM THAT WE WERE LOOKING AT MAYBE
 10:22:48 HAVING LATTICE OR SOME SCREENING, HE WROTE THIS LETTER.
 10:22:51 SO THIS IS THE ONLY ONE THAT WE'VE TALKED TO, ALTHOUGH WE
 10:22:54 HEARD THAT THERE MAY BE MORE COMING.
 10:23:02 >>Larry Fiesel: WHEN I FIRST READ THIS, I WAS CONCERNED THAT
 10:23:04 WE WOULD PUT ANOTHER LAYER OF BUREAUCRACY ON THESE FOLKS
 10:23:08 ALREADY BURDENED DOWN WITH WHAT THEY HAVE TO DEAL WITH

 10:23:11 ALREADY.
 10:23:11 MY UNDERSTANDING, IS THIS NOT TALKING SPECIFICALLY ABOUT
 10:23:16 HOMES THAT ARE ON A FOUNDATION, BUT WE'RE TALKING ABOUT
 10:23:19 MODULAR-TYPE HOMES?
 10:23:21 >>Mary Gibbs: WELL, IT COULD A CONVENTIONAL HOME ON STILTS
 10:23:24 OR MODULAR HOME ON STILTS.
 10:23:26 MODULAR HOME IS CONSIDERED A CONVENTIONAL HOME, ALTHOUGH IT
 10:23:29 IS PREFAB.
 10:23:30 SO IT CAN BE EITHER.
 10:23:32 IT COULD BE EITHER.
 10:23:35 >>Larry Fiesel: ARE WE CONSIDERING PUTTING IN THIS ORDINANCE
 10:23:40 WHAT WE RECOMMEND FOR PEOPLE TO USE TO MAKE THIS -- TO MEET
 10:23:44 THIS ORDINANCE, OR ARE WE JUST GOING TO LET THEM BRING THEIR
 10:23:48 IDEAS TO US AND WE SAY WE DON'T LIKE IT OR WE DO LIKE IT?
 10:23:52 >>Mary Gibbs: I THINK IT'S FAIRLY SPECIFIC WITH THE WALLS,
 10:23:55 DOORS, ET CETERA, REQUIREMENT.
 10:23:57 WE'RE NOT BEING SUPER, SUPER SPECIFIC BECAUSE WE WANT TO
 10:24:00 GIVE THEM FLEXIBILITY FOR DESIGN.
 10:24:01 WE DON'T WANT TO DICTATE EXACTLY WHAT IT HAS TO BE.
 10:24:05 WE'RE TRYING TO KEEP THAT FINE LINE OF NOT BEING OVERLY
 10:24:09 BUREAUCRATIC AND SPECIFIC ABOUT IT.
 10:24:12 >>Larry Fiesel: I KNOW OUR EXISTING LAND DEVELOPMENT CODE IS
 10:24:15 QUIET ON SINGLE-FAMILY HOMES.
 10:24:16 THERE ARE A LOT OF THINGS THAT THE MULTIFAMILY HOMES HAVE TO
 10:24:21 ADHERE TO THAT SINGLE-FAMILY HOMES DON'T.

 10:24:23 >>Mary Gibbs: WE HAVEN'T REALLY HAD TOO MUCH OF THE STILT
 10:24:26 HOME ISSUE COME UP UNTIL JUST NOW.
 10:24:29 THAT'S WHY WE WANTED TO BRING IT TO YOUR ATTENTION.
 10:24:31 >>Larry Fiesel: WELL, THAT WAS MY FIRST QUESTION.

10:24:33 YOU'VE ANSWERED IT.
 10:24:34 I DIDN'T KNOW IF WE HAD AN ISSUE THAT HAS COME BEFORE US OR
 10:24:38 WE'RE TRYING TO BE PROACTIVE.
 10:24:40 IT SOUNDS LIKE MAYBE A LITTLE BIT OF BOTH AT THIS POINT.
 10:24:42 >>Mary Gibbs: I DID WANT TO MENTION, THIS HAS NOT GONE TO
 10:24:47 PLANNING AND ZONING.
 10:24:48 IT'S GOING TO PLANNING AND ZONING NEXT TUESDAY.
 10:24:53 >>Jim Boesch: MAY I SUGGEST THAT YOU DO SOME TYPE OF
 10:24:55 PICTURES SO IT'S PRETTY CLEAR NOT ONLY TO COUNCIL AND
 10:25:03 PROBABLY PLANNING AND ZONING, BUT THE PEOPLE WHO COME IN
 10:25:07 WITH THAT TYPE OF REQUEST, IT'S PRETTY CLEAR TO THEM WHAT
 10:25:13 THE ORDINANCE IS STATING, NOT TRYING TO FIND A WAY TO GET
 10:25:18 AROUND MAYBE SOMETHING ELSE.
 10:25:20 BUT I THINK ALL OF US HERE ON THE COUNCIL WOULD LIKE TO SEE
 10:25:24 EXACTLY, NOT JUST TALK ABOUT AN ORDINANCE LIKE THIS HERE.
 10:25:30 THAT'S ALL MY SUGGESTION, THAT YOU PUT THE DRAWINGS OR
 10:25:35 SOMETHING TOGETHER AND COME BACK AND BRING AND SHOW US
 10:25:38 EXACTLY WHAT YOU'RE INCLUDING, THE CONCEPT THAT YOU'RE
 10:25:43 INCLUDING IN THIS ORDINANCE THAT WE'RE MAKING.
 10:25:45 >>Mayor Errington: THAT'S EXACTLY WHAT MY WORDS WERE GOING
 10:25:48 TO BE.

 10:25:48 I THINK WE NEED VISUALLY TO SEE WHAT WE'RE TALKING ABOUT.
 10:25:54 I HAVE SOME UGLY PICTURES IN MY MIND AND I HAVE SOME
 10:25:57 BEAUTIFUL PICTURES IN MY MIND.
 10:26:00 IT WOULD HELP US AND THE COUNCIL TO SEE WHAT WE'RE TALKING
 10:26:05 ABOUT BECAUSE IT COULD BE VERY DETRIMENTAL TO SOME PEOPLE
 10:26:11 AND WE DON'T WANT ANYTHING THAT WILL CAUSE A LOT OF
 10:26:13 CONTROVERSY IN THE COMMUNITY.
 10:26:17 >>Vice-Mayor McLain: I AGREE WITH THAT, TOO.
 10:26:19 I THINK IT MIGHT MAKE IT MORE EFFICIENT FOR YOUR STAFF ALSO
 10:26:21 IF YOU HAD FOUR OR FIVE DIFFERENT POTENTIAL VARIANTS IN
 10:26:27 LATTICEWORK OR THE BIG VENTING THINGS, OR WHATEVER, AS
 10:26:31 OPPOSED TO HAVING THEM BRING YOU PENCIL DRAWING FIVE OR SIX
 10:26:34 TIMES AND EVERYBODY GETS FRUSTRATED ABOUT IT'S NOT MEETING
 10:26:36 WHAT YOUR NEEDS ARE.
 10:26:37 SO I THINK THAT'S GOOD.
 10:26:38 ON THE FOLKS THAT ACTUALLY RAISED THEIR HOMES USING GROUND,
 10:26:45 I'M ASSUMING THAT WE'RE GOING TO -- THERE HAS TO BE A PLACE
 10:26:50 -- IF I'M NEXT DOOR TO A HOUSE THAT JUST WENT UP, WHATEVER,
 10:26:53 EIGHT OR TEN FEET WITH A MOUND OF DIRT, WE NEED TO PROTECT
 10:26:58 THAT LOW-LYING HOUSE THROUGH PROPER DRAINAGE ON THE PERMIT
 10:27:02 PROCESS THAT'S IN THERE AND THEN WE'VE GOT TO WORRY, WHERE
 10:27:04 DOES THAT WATER ACTUALLY GO?
 10:27:06 >>Mary Gibbs: RIGHT.
 10:27:07 WE HAVE IN OUR CODE RIGHT NOW, WHICH WHEN WE ADOPTED OUR NEW
 10:27:10 CODE TWO YEARS AGO AND WE PUT IN A REQUIREMENT THAT IF YOU

10:27:14 HAVE -- I THINK IF YOU'RE ELEVATING LIKE 18 INCHES OR MORE
 10:27:17 AND YOU'RE NEXT TO SINGLE-FAMILY, THAT YOU HAVE TO PROVIDE A
 10:27:20 DRAINAGE PLAN WITH YOUR BUILDING PERMIT.
 10:27:23 BECAUSE WE GET VERY MANY COMPLAINTS OF PEOPLE IN LOW-LYING,
 10:27:27 SOMEBODY BUILT NEXT TO THEM MUCH HIGHER.
 10:27:30 WE GOT CONSTANT COMPLAINTS ABOUT FLOODING.
 10:27:34 SOMETIMES IT REALLY ISN'T A PROBLEM, BUT THEY THINK IT IS,
 10:27:36 SO WE HAVE IN THE CODE NOW WHERE YOU CAN DO A DRAINAGE PLAN.
 10:27:41 >>Mayor Errington: THANK YOU.
 10:27:42 ANY OTHER COMMENTS?
 10:27:43 YES, ROB.
 10:27:48 >>Robert Eschenfelder: I JUST WANT TO MAKE SURE THAT COUNCIL
 10:27:52 REMEMBERS, YOU MAY OR MAY NOT REMEMBER IN THE 2021
 10:27:55 LEGISLATIVE SESSION, THE LEGISLATURE IN ITS NEVER-ENDING
 10:28:02 EFFORTS TO EMPOWER LOCAL GOVERNMENT, ADOPTED AN AMENDMENT TO
 10:28:07 FLORIDA STATUTE 163.3202, AND THAT AMENDMENT ADDED A
 10:28:12 SUBSECTION 5 THAT DEALT WITH LAND DEVELOPMENT REGULATIONS
 10:28:16 RELATING TO BUILDING DESIGN ELEMENTS.
 10:28:19 AND THE LEGISLATURE SAID THAT LOCAL GOVERNMENT IS NOT
 10:28:22 ALLOWED TO APPLY SPECIFIC BUILDING DESIGN ELEMENTS TO
 10:28:27 SINGLE-FAMILY OR TWO-FAMILY DWELLING UNITS WITH SOME
 10:28:31 EXCEPTIONS, LIKE IF THEY ARE HISTORICALLY DESIGNATED OR
 10:28:34 WHATNOT.
 10:28:34 SO PART OF WHY STAFF'S DRAFT IS VAGUE IN CALLING OUT WHAT
 10:28:44 WOULD BE APPROPRIATE IS BECAUSE WE REALLY CAN'T UNDER THIS

 10:28:48 NEW LAW CALL OUT IT MUST BE KEY WEST, OR IT MUST LOOK JUST
 10:28:54 LIKE THIS OR WHATNOT.
 10:28:55 INSTEAD, IT IS WRITTEN TO PROPOSE TO US WHAT YOU INTEND TO
 10:28:59 DO, AND WE WILL DO OUR BEST TO ENSURE THAT IT IS IN LINE
 10:29:02 WITH THE ARCHITECTURAL FEEL OF THE NEIGHBORHOOD THAT THE
 10:29:06 HOME IS IN.
 10:29:07 I THINK STAFF CAN BRING YOU BACK SOME IMAGES OF WHAT THINGS
 10:29:11 COULD LOOK LIKE.
 10:29:13 I WANT TO MAKE SURE EVERYONE UNDERSTANDS GOING IN SO YOU
 10:29:16 GUYS CAN MAKE BEST POLICY DECISION.
 10:29:18 WE CAN'T MANDATE IT SHALL LOOK LIKE ONE OF THESE THREE
 10:29:22 THINGS.
 10:29:23 >>Mayor Errington: IT WOULD BE APPROPRIATE THEN TO ASK THEM
 10:29:24 TO COME BACK WITH DIAGRAMS, PICTURES.
 10:29:27 OKAY.
 10:29:30 >>Joanne Ribble: MARY, ONE OF THE SIMPLEST THINGS IN MY MIND
 10:29:35 A HOMEOWNER COULD DO IS SLAP A WALL LATTICE UP ON THE
 10:29:39 FRONT-FACING AREA, AND THAT WOULD BE SUFFICIENT POSSIBLY?
 10:29:43 >>Mary Gibbs: WELL, THE WAY WE'VE WRITTEN THIS, YOU WOULD
 10:29:46 NEED TO HAVE A WALL AND THEN YOU CAN PUT LATTICE IN FRONT OF
 10:29:49 IT.
 10:29:50 WHEN WE FIRST READ IT, WE THOUGHT LATTICE, BUT LATTICE, IT'S

10:29:53 NOT VERY DURABLE.
 10:29:55 IT ROTS AND IF IT'S NOT MAINTAINED, IT LOOKS REALLY BAD.
 10:30:01 >>Joanne Ribble: OKAY.

 10:30:01 SO THEY WOULD HAVE TO BUILD A WALL.
 10:30:05 SUBSTANTIAL STRUCTURE.
 10:30:06 >>Mary Gibbs: YEAH, YEAH.
 10:30:10 >>Robert Eschenfelder: I THINK THE PRIMARY THING IS THAT THE
 10:30:11 FEELING, THE CONCERN WAS THAT AESTHETICALLY YOU DO NOT WANT
 10:30:15 JUST AN EXPOSED UNDERNEATH OF THE HOUSE.
 10:30:18 SO SOME COVERING VIEWED FROM THE STREET TO HELP IT LOOK LIKE
 10:30:23 IT'S A SINGLE STRUCTURE IS WHAT THE DRIVE IS HERE.
 10:30:29 >>Mayor Errington: MARY, ARE YOU COMFORTABLE WITH COMING
 10:30:31 BACK THEN?
 10:30:32 >>Mary Gibbs: YES, DEFINITELY.
 10:30:35 >>Mayor Errington: DO WE HAVE ANY OTHER COMMENTS,
 10:30:39 E-COMMENTS?
 10:30:40 >>Carol Sacco: NO, MAYOR.
 10:30:42 WE HAVE NONE.
 10:30:43 >>Mary Gibbs: WE DID HAVE THAT ONE.
 10:30:44 >>Carol Sacco: THAT'S RIGHT.
 10:30:45 WE HAD ONE E-COMMENT.
 10:30:46 SORRY.
 10:30:48 >>Mayor Errington: OKAY.
 10:30:49 YOU HAVE TO GO THROUGH THE CLERK.
 10:30:58 >> [NOT SPEAKING AT A MICROPHONE]
 10:31:03 >>Mayor Errington: YES.
 10:31:07 >>Larry Fiesel: I WANT TO THANK ROB FOR HIS CLARIFICATION ON
 10:31:09 WHAT THE STATE HAS DECIDED BECAUSE IT DOES CHANGE MY

 10:31:12 THINKING ON WHAT WE CAN DO OR CAN'T DO, MORE SPECIFICALLY.
 10:31:18 >>Mayor Errington: STATE YOUR NAME, PLEASE.
 10:31:20 >> CLARK McKENZIE.
 10:31:21 I THINK THAT -- MARY SAYS YOU WANT TO PUT A WALL, THAT I
 10:31:31 THINK VERY COMMON -- IF I WERE TO BUILD A HOUSE ON STILTS, I
 10:31:38 WOULD WANT TO PARK MY CAR UNDER THERE.
 10:31:41 SO TO MAKE IT THAT YOU HAVE TO HAVE A WALL, BETWEEN THE WALL
 10:31:46 -- I MEAN, BETWEEN THE STREET SEEING AND THAT, I THINK
 10:31:52 THAT'S NOT LOGISTICALLY -- I MEAN, IF I WERE TO BUILD A
 10:31:56 BUILDING LIKE THIS, I WOULD WANT TO USE THAT -- YOU NEED TO
 10:32:00 USE THAT SPACE SO MORE THAN LIKELY YOU WOULD PARK IN THE
 10:32:04 SPACE, IN THE SHADE AND STUFF, OR YOU WOULD HAVE A SCREENED
 10:32:08 IN ROOM LIKE A FLORIDA ROOM.
 10:32:11 I THINK IT'S INTERESTING THAT WE HAVE MORE BUILDINGS THAT
 10:32:16 ARE NOT ALIKE, THAT THEY DON'T HAVE THE TILE ROOFS.
 10:32:21 I RECALL LISTENING ON SOME MAN WAS A LITTLE DRUNK AND HE
 10:32:26 WENT TO HIS DOOR.
 10:32:27 HE THOUGHT IT WAS HIS DOOR.

10:32:29 IT WASN'T HIS DOOR.
 10:32:30 HE GOT KILLED.
 10:32:31 IT LOOKED JUST LIKE HIS DOOR.
 10:32:33 WHEN THE PLACES LOOK EXACTLY THE SAME, I DON'T THINK IT'S
 10:32:36 REALLY GREAT.
 10:32:37 I THINK WE NEED A LITTLE BIT OF INDIVIDUALITY.
 10:32:41 IT'S A REALLY HARD DECISION BECAUSE YOU SEE THESE TRAILERS

 10:32:45 AND THEY KNOCK THEM DOWN AND THEN THE LAW SAYS YOU HAVE TO
 10:32:48 BUILD THEM SO FAR UP AND YOU HAVE ONE TRAILER THAT IS EIGHT
 10:32:52 FOOT HIGHER THAN ALL THE OTHERS.
 10:32:54 SO THERE ARE PROBLEMS, AND IT'S A REAL DILEMMA.
 10:33:00 >>Mayor Errington: THANK YOU, CLARK.
 10:33:02 >>Mary Gibbs: IF I COULD ADD ONE THING, WE DO INCLUDE
 10:33:04 GARAGES.
 10:33:08 >> THAT WOULD BE A WHOLE OTHER BUILDING.
 10:33:09 >>Mary Gibbs: UNDERNEATH.
 10:33:11 THE GARAGE UNDERNEATH.
 10:33:12 >>Mayor Errington: OKAY.
 10:33:12 THANK YOU.
 10:33:13 WE WILL POSTPONE THIS THEN?
 10:33:19 IS THAT THE RECOMMENDATION, ROB?
 10:33:22 WHAT DO YOU SUGGEST?
 10:33:24 >>Robert Eschenfelder: AS LONG AS A MAJORITY OF YOU FEEL
 10:33:26 THAT SOME VERSION OF THIS YOU WOULD WANT TO SEE, THERE'S NO
 10:33:29 HARM PASSING IT ON FIRST READING BECAUSE IT'S GOT MANY OTHER
 10:33:32 STEPS TO HAPPEN.
 10:33:33 AND THEN IF YOU DON'T WANT TO DO IT, YOU CAN KILL IT ON
 10:33:36 SECOND READING, BUT JUST TO KEEP IT MOVING, MOTION TO
 10:33:40 APPROVE ON FIRST READING.
 10:33:41 >>Mayor Errington: OKAY.
 10:33:42 THANK YOU.
 10:33:42 NOW I NEED A MOTION FOR THE FIRST READING OF THIS ORDINANCE.

 10:33:46 DO I HAVE IT?
 10:33:47 MOTION MADE BY COUNCIL MEMBER JIM WILSON AND SECONDED BY
 10:33:53 COUNCIL MEMBER JIM WARD.
 10:33:56 PLEASE CALL THE ROLL.
 10:33:58 >>Joanne Ribble: AYE.
 10:33:59 >>Larry Fiesel: AYE.
 10:34:01 >>Jim Boesch: AYE.
 10:34:02 >>Jim Ward: AYE.
 10:34:03 >>Jim Wilson: AYE.
 10:34:05 >>Vice-Mayor McLain: AYE.
 10:34:06 >>Mayor Errington: AYE.
 10:34:07 ITEM NUMBER 8A.
 10:34:15 NANCY, I'M SO HAPPY YOU GOT THROUGH ALLIGATOR ALLEY.
 10:34:19 >>Nancy Stroud: YEAH, IT WAS A BAD ACCIDENT.

10:34:22 >>Mayor Errington: WELCOME.
 10:34:23 GLAD YOU ARE HERE.
 10:34:24 >>Nancy Stroud: GOING BACK IS BETTER, APPARENTLY.
 10:34:31 >>Mayor Errington: OKAY.
 10:34:32 SO AT THIS POINT IN TIME, SECOND READING PUBLIC HEARING FOR
 10:34:36 QUASI-JUDICIAL ITEM.
 10:34:38 AND I WILL TURN THIS OVER TO NANCY STROUD, OUR LAND USE
 10:34:41 ATTORNEY.
 10:34:42 NANCY, IT'S YOURS.
 10:34:44 >>Nancy Stroud: THANK YOU, AND GOOD MORNING, EVERYONE.
 10:34:46 SO LADIES AND GENTLEMEN, THIS MORNING'S AGENDA HAS SECOND

 10:34:51 READING FOR THE COUNCIL'S DECISION FOR WHICH THE COUNCIL
 10:34:55 SITS IN A QUASI-JUDICIAL CAPACITY.
 10:34:57 THE DECISION OF WHETHER OR NOT TO APPROVE THE SECOND
 10:35:00 READING, LIKE ALL QUASI-JUDICIAL ITEMS, MUST BE BASED ON THE
 10:35:05 CRITERIA IN THE LAND DEVELOPMENT CODE AND ON SUBSTANTIAL
 10:35:08 COMPETENT EVIDENCE THAT IS PRESENTED AT THE HEARING.
 10:35:11 IF YOU INTEND TO PROVIDE TESTIMONY ON THIS ITEM, YOU MUST BE
 10:35:16 SWORN IN BY MADAM CLERK IN A MOMENT, AND YOU SHOULD ALSO
 10:35:20 FILL OUT A PUBLIC SPEAKER'S CARD AND GIVE IT TO MADAM CLERK
 10:35:24 BEFORE SPEAKING.
 10:35:24 PLEASE BE ADVISED THAT ANY PERSON WHO PROVIDES TESTIMONY ON
 10:35:29 AN ITEM MAY BE SUBJECT TO CROSS-EXAMINATION.
 10:35:32 THE GENERAL PUBLIC WILL NOT BE PERMITTED TO CROSS-EXAMINE
 10:35:36 WITNESSES, BUT THE PUBLIC MAY REQUEST THE COUNCIL TO DIRECT
 10:35:39 QUESTIONS ON THEIR BEHALF TO EITHER STAFF OR THE APPLICANT.
 10:35:42 THE APPLICANT AND THE VILLAGE STAFF MAY CROSS-EXAMINE
 10:35:46 WITNESSES AND COUNCIL MEMBERS MAY ASK QUESTIONS OF ANY
 10:35:49 WITNESS.
 10:35:51 FURTHER DETAILS OF OUR QUASI-JUDICIAL PROCEDURES MAY BE
 10:35:54 OBTAINED FROM MADAM CLERK, BUT IN GENERAL AFTER THE CLERK
 10:35:58 SWEARS IN THE WITNESSES, WE WILL FIRST HEAR AN INTRODUCTION
 10:36:01 FROM THE VILLAGE COMMUNITY DEVELOPMENT DIRECTOR, MARY GIBBS,
 10:36:04 AND THEN THE APPLICANT WILL ADDRESS THE COUNCIL.
 10:36:07 AND THEN THE COMMUNITY DEVELOPMENT DIRECTOR WILL BE CALLED
 10:36:11 UPON FOR ANY FURTHER TESTIMONY.

 10:36:13 AFTER THIS, THE MAYOR WILL ALLOW ANYONE FROM THE PUBLIC WHO
 10:36:16 HAS BEEN SWORN IN TO PROVIDE TESTIMONY.
 10:36:19 PLEASE MAKE YOUR COMMENTS CONCISELY AS PUBLIC TESTIMONY IS
 10:36:22 LIMITED TO THREE MINUTES PER PERSON.
 10:36:25 IN ADDITION, IF ANY OF THE COUNCIL MEMBERS HAVE HAD EX PARTE
 10:36:28 COMMUNICATIONS REGARDING THIS ITEM, THE COUNCIL MEMBER WILL
 10:36:32 NEED TO DISCLOSE THE SUBJECT MATTER OF THAT COMMUNICATION
 10:36:35 AND THE PERSON TO WHOM THE COUNCIL MEMBER SPOKE.
 10:36:38 IF ANY COUNCIL MEMBER HAS A CONFLICT OF INTEREST ON THIS
 10:36:41 ITEM, THAT MEMBER MUST ALSO DISCLOSE THE CONFLICT AND RECUSE

10:36:46 HIMSELF OR HERSELF FROM PARTICIPATION IN THE DISCUSSION OR
 10:36:49 IN VOTING.
 10:36:50 SO AT THIS TIME, WE'LL TURN IT BACK TO THE MAYOR TO ASK
 10:36:55 ABOUT ADVERTISING, ET CETERA.
 10:36:56 >>Mayor Errington: THANK YOU.
 10:36:58 SO THIS WILL BE THE SECOND READING AND PUBLIC HEARING
 10:37:02 ORDINANCE NUMBER 2023-01 AND RESOLUTION NUMBER 2023-01.
 10:37:10 MADAM CLERK, HAS THE ORDINANCE BEEN PROPERLY ADVERTISED?
 10:37:13 >>Carol Sacco: YES, MAYOR.
 10:37:14 >>Mayor Errington: WILL YOU READ THE TITLE OF THE ORDINANCE?
 10:37:17 >>Carol Sacco: ORDINANCE NUMBER 2023-01, AN ORDINANCE OF THE
 10:37:21 VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, AMENDING
 10:37:24 THE ZONING FOR INTERNATIONAL DESIGN CENTER TO ALLOW OFFICE
 10:37:27 USES IN ADDITION TO THE EXISTING DESIGN CENTER USES ON A
 10:37:31 19.1-ACRE PROPERTY ON THE SOUTH SIDE OF CORKSCREW ROAD EAST

 10:37:35 OF INTERSTATE 75; PROVIDING FOR SEVERABILITY; PROVIDING FOR
 10:37:39 CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.
 10:37:42 >>Mayor Errington: THANK YOU.
 10:37:42 NOW, WILL YOU READ THE TITLE OF THE RESOLUTION?
 10:37:47 >>Carol Sacco: RESOLUTION 2023-01, A RESOLUTION OF THE
 10:37:50 VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, ADOPTING
 10:37:53 A RECODIFIED DEVELOPMENT ORDER FOR THE STONEYBROOK
 10:37:57 (CORKSCREW PINES) DEVELOPMENT OF REGIONAL IMPACT, 12th
 10:38:02 AMENDMENT TO DRI DO STATE NUMBER 3-8384-40; AND PROVIDING AN
 10:38:09 EFFECTIVE DATE.
 10:38:10 >>Mayor Errington: THANK YOU.
 10:38:10 STEVE.
 10:38:12 >>Carol Sacco: MAYOR, I HAVE TO SWEAR EVERYONE IN.
 10:38:15 >>Mayor Errington: SORRY, STEVE.
 10:38:17 >>Carol Sacco: WILL ALL THOSE WHO INTEND TO TESTIFY ON THIS
 10:38:20 ITEM, STAND AND RAISE YOUR RIGHT HAND.
 10:38:23 DO YOU SWEAR TO TELL THE TRUTH, THE WHOLE TRUTH AND NOTHING
 10:38:25 BUT THE TRUTH SO HELP YOU GOD?
 10:38:27 MAYOR, YOU HAVE TO ASK THE MEMBERS FOR EX PARTE OR
 10:38:32 DISCLOSURES.
 10:38:33 >>Mayor Errington: ANYONE HAD ANY --
 10:38:35 >>Carol Sacco: CONFLICTS OF INTEREST.
 10:38:36 >> NO.
 10:38:37 >> NO.
 10:38:38 >>Mayor Errington: NO.

 10:38:38 NO, NO.
 10:38:40 OKAY.
 10:38:42 >>Nancy Stroud: AND ARE THERE NO CONFLICTS OF INTEREST?
 10:38:45 >> NO.
 10:38:45 >> NO.
 10:38:46 >> NO.

10:38:46 >>Mayor Errington: NO.
 10:38:48 >> NO.
 10:38:48 >> NO.
 10:38:50 >>Nancy Stroud: THANK YOU.
 10:38:51 IF I CAN MAKE IT CLEAR FOR THE RECORD, YOU HAVE TWO ITEMS TO
 10:38:54 VOTE ON, BUT WE'RE CONDUCTING ONE QUASI-JUDICIAL HEARING
 10:38:57 BECAUSE THEY INVOLVE THE SAME FACTS.
 10:39:00 >>Mayor Errington: WE WILL TAKE TWO SEPARATE VOTES.
 10:39:02 >>Nancy Stroud: BUT WILL TAKE TWO SEPARATE VOTES.
 10:39:06 >>Mayor Errington: OKAY.
 10:39:07 STEVE, NOW IT'S YOURS.
 10:39:11 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
 10:39:13 THIS IS A PROPOSED CHANGE IN ALLOWABLE USES WITHIN THE
 10:39:19 DESIGN CENTER.
 10:39:21 THE OWNER OF THE DESIGN CENTER HAS REQUESTED THAT THEY BE
 10:39:24 ALLOWED TO LEASE SPACE IN THE BUILDING FOR OFFICES.
 10:39:32 THIS IS NOT A WHOLESALE CHANGE IN THE OPERATION OF THE
 10:39:35 DESIGN CENTER, ALTHOUGH IT MAY RESULT IN SOME OF THAT OVER
 10:39:38 TIME.

 10:39:39 I WOULD LIKE TO TURN IT OVER TO MARY FOR ANY FURTHER
 10:39:45 DETAILS.
 10:39:47 >>Mary Gibbs: ALL RIGHT.
 10:39:48 I'D JUST LIKE TO GIVE A BRIEF BACKGROUND ON THIS.
 10:39:51 AS NANCY SAID, IT AS TWO-PART REQUEST.
 10:39:53 IT'S MIROMAR DESIGN CENTER, ALSO KNOWN AS THE INTERNATIONAL
 10:39:57 DESIGN CENTER.
 10:39:57 I THINK EVERYBODY KNOWS WHERE IT IS.
 10:39:59 IT'S SOUTH OF THE MIROMAR MALL AT I-75 AND CORKSCREW ROAD.
 10:40:03 THEY ARE ASKING TO CHANGE THE USES WHEN THEY WERE FIRST
 10:40:08 PERMITTED BY LEE COUNTY QUITE SOME YEARS AGO, IT WAS A
 10:40:13 DESIGN CENTER MODELED AFTER A SPECIFIC STORE IN
 10:40:18 FT. LAUDERDALE.
 10:40:19 IT WAS CALLED THE DAKOTA DESIGN CENTER.
 10:40:21 AND IT WAS REALLY DESIGNED TO BE SOMETHING THAT WAS FOR
 10:40:24 UPSCALE CUSTOMERS AND PEOPLE THAT WERE FURNISHING THEIR
 10:40:27 HOMES, AND IT WAS DESIGNED TO BE SOMETHING THAT YOU HAD TO
 10:40:31 HAVE A DESIGNER WITH YOU TO ENTER.
 10:40:33 YOU JUST COULDN'T GO IN, OH, I THINK I'LL STOP IN AND BUY
 10:40:37 SOMETHING TODAY.
 10:40:38 IT WAS MODELED THAT WAY.
 10:40:40 IT TURNED OUT THAT OVER THE YEARS IT HAS NOT BEEN AS POPULAR
 10:40:44 AS EVERYBODY HAD HOPED.
 10:40:46 SO THE APPLICANT IS ASKING IF THEY CAN AMEND THE ZONING.
 10:40:49 THE COUNTY APPROVED THE ZONING.

 10:40:50 IT WAS VERY STRICTLY LIMITED TO JUST SOME DESIGN CENTER
 10:40:53 USES.

10:40:53 THEY WOULD LIKE TO ADD OFFICE.
 10:40:56 THERE ARE A COUPLE OF OURSELVES IN THERE NOW THAT ARE
 10:40:58 RELATED TO MIROMAR DESIGN CENTER, BUT THEY WOULD LIKE TO
 10:41:01 BROADEN IT UP AND ADD EITHER MEDICAL OFFICE OR GENERAL
 10:41:04 OFFICE OR SOME COMBINATION.
 10:41:07 SO THEY WOULD LIKE TO RETAIN THE DESIGN CENTER USES BUT ALSO
 10:41:10 HAVE THE FLEXIBILITY TO DO THE OFFICES.
 10:41:13 I JUST WANTED TO GO OVER -- STAFF HAD RECOMMENDED APPROVAL,
 10:41:23 BUT I JUST WANTED TO GO OVER A COUPLE OF ISSUES THAT CAME UP
 10:41:26 AT THE PLANNING, ZONING AND DESIGN BOARD, BECAUSE THEY DID A
 10:41:29 PRETTY THOROUGH REVIEW WHEN WE WENT FORWARD AT THAT POINT.
 10:41:32 ONE OF THE QUESTIONS PLANNING ZONING AND DESIGN BOARD ASKED,
 10:41:34 IS, ARE YOU GOING TO CHANGE THE BUILDING?
 10:41:38 BECAUSE THE BUILDING IS ICONIC.
 10:41:39 IT'S VERY BEAUTIFUL.
 10:41:40 IT'S GOT THE LARGE ATRIUM.
 10:41:43 IT'S REALLY A VERY NICE BUILDING.
 10:41:44 AND THE APPLICANT SAID THEY DIDN'T REALLY HAVE ANY
 10:41:47 INTENTIONS TO CHANGE THE BUILDING ITSELF.
 10:41:48 BECAUSE I THINK PLANNING ZONING AND DESIGN WAS CONCERNED
 10:41:52 THAT THEY RETAIN THE BEAUTY OF THE BUILDING.
 10:41:55 ANOTHER QUESTION THAT CAME UP AT PLANNING ZONING AND DESIGN
 10:41:58 BOARD WAS ABOUT THE PARKING.

 10:41:59 BECAUSE WHEN THE COUNTY APPROVED THE INITIAL USE AND THE
 10:42:02 BUILDING IS I THINK THREE STORIES, ABOUT 270,000 SQUARE
 10:42:06 FEET.
 10:42:07 WELL, THE PARKING AT THAT TIME WAS CALCULATED ON LEASABLE
 10:42:11 AREA.
 10:42:11 IT EXCLUDED THE ATRIUM BECAUSE THE ATRIUM IS SO LARGE, IT
 10:42:15 DIDN'T MAKE SENSE TO COUNT PARKING FOR THAT.
 10:42:17 BUT WE WENT BACK AND ANALYZED PER OUR PARKING IN OUR NEW
 10:42:21 CODE TO MAKE SURE THAT THERE WAS ENOUGH PARKING, AND THERE
 10:42:23 IS.
 10:42:24 THERE'S ABOUT 670 SOMETHING PARKING SPACES.
 10:42:27 SO THERE IS SUFFICIENT PARKING NO MATTER WHICH WAY YOU
 10:42:32 CALCULATE IT.
 10:42:33 WHEN THE PROJECT WAS APPROVED, THEY HAD A POTENTIAL PHASE
 10:42:36 TWO AND A PHASE THREE THAT HAVE NOT BEEN BUILT.
 10:42:39 SO IF PHASE TWO AND THREE DO COME IN AT A LATER DATE, THEY
 10:42:44 WILL NEED TO PROVIDE PARKING FOR THOSE PHASES.
 10:42:46 THAT'S A CONDITION THAT WE HAVE RECOMMENDED IN OUR APPROVAL.
 10:42:49 THERE WAS ALSO A QUESTION BECAUSE WHEN THIS PROJECT
 10:42:56 INITIALLY CAME IN, OF COURSE, THEY GOT THEIR BUILDING
 10:42:58 PERMIT, THEY PAID IMPACT FEES FOR THE BUILDING AND THEY ALSO
 10:43:02 PAID WHAT SOME OF YOU REMEMBER THE CRSA ASSESSMENT.
 10:43:07 THERE WAS A SPECIAL ASSESSMENT FOR THAT AREA OF CORKSCREW
 10:43:09 ROAD.

10:43:10 WE CALLED IT SUPER IMPACT FEES BECAUSE YOU HAD TO PAY A FEE

10:43:13 ON TOP OF THE FEE.

10:43:14 THEY PAID THE IMPACT FEES FOR THAT AS WELL.

10:43:17 BUT IF THEY DO COME IN, WE PUT CONDITIONS IN THE ORDINANCE

10:43:21 AND THE RESOLUTION THAT SAY IF THEY DO COME IN AND DO THESE

10:43:26 EXTRA BUILDINGS OR EXPAND LATER, THAT THEY WOULD BE SUBJECT

10:43:29 TO IMPACT FEES AND THEY WOULD BE SUBJECT TO THE PARKING

10:43:33 THAT'S IN OUR CODE.

10:43:34 SO THAT IS BASICALLY WHAT WE RECOMMENDED.

10:43:37 AGAIN, NANCY SAID IT'S A TWO-PART REQUEST.

10:43:42 THE ORDINANCE, WHAT I DID IN THE ORDINANCE IS WE JUST

10:43:46 HIGHLIGHTED IN RED WHERE WE MADE CHANGES SO YOU DIDN'T HAVE

10:43:49 TO READ THE WHOLE THING, BECAUSE WE DIDN'T MAKE THAT MANY

10:43:52 CHANGES.

10:43:52 BASICALLY, WE ADDED THE OFFICE USES, AND THEN WE TOOK OUT A

10:43:56 COUPLE OF OLD CONDITIONS THAT DON'T APPLY ANYMORE SINCE THIS

10:44:00 THING WAS APPROVED BACK IN THE 1980s.

10:44:02 WITH REGARDS TO THE RESOLUTION, THAT RESOLUTION GOES TO THE

10:44:07 DEVELOPMENT OF REGIONAL IMPACT.

10:44:09 SO I DON'T WANT TO MAKE THIS TOO, TOO CONFUSING, BUT THIS

10:44:13 PROPERTY, THE DESIGN CENTER IS ABOUT 19 ACRES.

10:44:16 BUT IT'S PART OF THE STONEYBROOK DRI WHICH WAS ALSO CALLED

10:44:19 CORKSCREW PINES DRI, WHICH IS 900 ACRES.

10:44:22 SO THIS IS JUST A SMALL PIECE.

10:44:24 19 ACRES OUT OF THE 900.

10:44:25 IN THE DRI, THERE WERE SPECIFIC CONDITIONS ABOUT THE DESIGN

10:44:30 CENTER.

10:44:31 SO WE WENT BACK AND WHAT WE HAVE TODAY IS WE'VE MODIFIED

10:44:34 SOME OF THOSE CONDITIONS THAT DIDN'T APPLY AND ADDED IN THE

10:44:37 OFFICE AND GENERAL OFFICE AND THE MEDICAL OFFICE USES.

10:44:40 SO THOSE WERE BASICALLY ALL OF THE CHANGES.

10:44:43 IT LOOKS LIKE A LOT, BUT THERE JUST NEEDED TO BE A LOT OF

10:44:47 CLEANUP BECAUSE THE DOCUMENTS WERE SO OLD.

10:44:50 IF YOU DON'T HAVE ANY QUESTIONS FOR ME, I THINK THE

10:44:52 APPLICANT HAS A PRETTY BRIEF PowerPoint JUST TO KIND OF

10:44:55 SHOW YOU SOME PICTURES.

10:44:56 >>Mayor Errington: ANY QUESTIONS FOR MARY?

10:44:58 OKAY, MARY.

10:45:02 GOOD MORNING AND WELCOME.

10:45:19 >> GOOD MORNING.

10:45:20 FOR THE RECORD, MY NAME IS DAN DELISI.

10:45:23 I AM A LAND USE PLANNER CONSULTANT FOR THE APPLICANT,

10:45:28 MIROMAR, OR INTERNATIONAL DESIGN CENTER LLC.

10:45:32 THERE'S NOT A WHOLE LOT MORE TO SAY AFTER THAT PRESENTATION.

10:45:38 THIS IS ONE OF THE MORE SIMPLISTIC ZONING APPLICATIONS

10:45:42 YOU'LL SEE.

10:45:44 WE'RE JUST PROPOSING TO ADD A USE TO AN EXISTING BUILDING.
 10:45:47 THE BUILDING IS NOT CHANGING.
 10:45:51 ONE THING I WILL JUST MENTION FROM A HISTORIC PERSPECTIVE,
 10:45:56 THIS PROJECT WAS ORIGINALLY CONCEIVED AROUND, SAY, 2000,
 10:46:02 LATE 2000, EARLY 2001.

10:46:07 MIROMAR DID A FANTASTIC JOB WITH THEIR COMMUNITY OUTREACH.
 10:46:09 I JUST MOVED DOWN AT THE TIME WORKING WITH THE PREDECESSOR
 10:46:13 ORGANIZATION OF THE ECCL, AND MIROMAR WAS PROBABLY THE FIRST
 10:46:17 DEVELOPER TO SEEK OUT INPUT FROM THE COMMUNITY LONG BEFORE
 10:46:22 IT WAS A REQUIREMENT TO DO SO AT THE ZONING PERIOD.
 10:46:25 AND THE BUILDING ITSELF WAS BUILT WITH THAT COLLABORATION.
 10:46:33 YOU SEE THAT REGAL ENTRANCE WITH ROYAL PALMS.
 10:46:36 AND IT WAS SOMETHING THE COMMUNITY JUST REALLY LOVED.
 10:46:40 THE BUILDING ITSELF WON AN AWARD FROM THE ESTERO COMMUNITY
 10:46:42 PLANNING PANEL BACK IN THE MID 2000s.
 10:46:46 THE DAVID GRAHAM AWARD FOR DEVELOPMENT EXCELLENCE.
 10:46:50 IT'S BEEN AN ICONIC BUILDING IN THE COMMUNITY FOR A WHILE,
 10:46:53 AND THAT'S JUST NOT CHANGING.
 10:46:55 THE ONLY THING THEY ARE LOOKING AT DOING IS ADDING OFFICE
 10:47:00 USES TO THE LIST OF USES.
 10:47:03 YOU KNOW WHERE THE PROPERTY IS.
 10:47:06 MARY JUST TALKED ABOUT IT AS BEING PART OF THE STONEYBROOK
 10:47:09 DRI.
 10:47:10 BACK IN 1985, IT WAS ORIGINALLY ZONED FOR COMMERCIAL TOURIST
 10:47:17 USES.
 10:47:17 IT'S A CONVENTIONAL COMMERCIAL ZONING DISTRICT IN LEE
 10:47:20 COUNTY.
 10:47:22 THIS PARCEL TO THE EAST UP HERE IS CC, OR COMMUNITY
 10:47:29 COMMERCIAL, OR CT RATHER, COMMERCIAL GENERAL.
 10:47:35 THAT IS WHAT THE ORIGINAL APPROVAL LOOKED LIKE BEFORE THEY

10:47:39 WERE THEN REZONED TO THE PLANNED DEVELOPMENTS THAT WE HAVE
 10:47:42 NOW.
 10:47:42 ORIGINALLY REZONED IN 2002 AS PLANNED DEVELOPMENT FOR THE
 10:47:48 DESIGN CENTER SPECIFICALLY.
 10:47:50 DESIGN CENTER OPENED IN 2006.
 10:47:53 THAT'S WHAT IT LOOKS LIKE.
 10:47:55 THE DRI DEVELOPMENT ORDER CONDITIONS THAT MARY TALKED ABOUT,
 10:48:00 A LOT OF THEM HAVE TO DO WITH BEING CONSISTENT WITH STATUTE
 10:48:04 THAT'S CHANGED OVER TIME, BEING CONSISTENT WITH THE FACT
 10:48:07 THAT THIS DRI HAS NOT BEEN AMENDED SINCE ESTERO
 10:48:11 INCORPORATED, SO THERE'S STILL A LOT OF REFERENCES TO LEE
 10:48:14 COUNTY, THE LEE COUNTY LAND DEVELOPMENT CODE, CERTAIN
 10:48:18 SECTIONS OF THE LAND DEVELOPMENT CODE.
 10:48:20 SO ALL OF THAT IS BEING CHANGED TO UPDATE IT CONSISTENT WITH
 10:48:24 THE VILLAGE OF ESTERO AND WHAT'S HAPPENED.
 10:48:27 THE ONLY REAL ISSUE OR THE ONLY REAL QUESTION AS WE WENT

10:48:31 THROUGH THIS PROCESS, SO ANY SUBSTANCE WAS DO WE HAVE ENOUGH
 10:48:36 PARKING?
 10:48:37 AS MARY SAID, WE DO.
 10:48:38 THE REALITY OF THAT IS MIROMAR OVER-PARKED THE SITE WHEN
 10:48:42 THEY BUILT IT.
 10:48:43 THERE WERE OVER A HUNDRED EXTRA PARKING SPACES THAT THEY
 10:48:48 WEREN'T REQUIRED TO BUILD, BUT THEY BUILT ON-SITE.
 10:48:51 BECAUSE OF THAT, IT MEETS THE PARKING REQUIREMENT IF, AND
 10:48:56 THAT'S USING THE FUTURE POTENTIAL, THEORETIC POTENTIAL OF IF

 10:49:02 THE ENTIRE THING CONVERTED OVER TO OFFICE WE STILL MEET THE
 10:49:06 PARKING.
 10:49:06 WITH THAT, WE'RE AVAILABLE FOR ANY QUESTIONS IF YOU HAVE
 10:49:08 ANY.
 10:49:10 I'M SORRY.
 10:49:10 I FAILED TO MENTION I HAVE WITH ME NEALE MONTGOMERY, THE
 10:49:16 ATTORNEY WHO IS WORKING ON THIS, AS WELL AS MARK GESCHWENDT,
 10:49:20 THE GENERAL COUNSEL FOR MIROMAR, AND BOB RUTH, THE CFO.
 10:49:26 >>Mayor Errington: THANK YOU.
 10:49:27 COUNCIL?
 10:49:29 JOANNE.
 10:49:29 >>Joanne Ribble: MR. DELISI, WHAT IS YOUR BEST GUESS OF THE
 10:49:33 TOTAL SQUARE FOOTAGE OF THE BUILDING?
 10:49:36 WHAT PERCENTAGE IS AVAILABLE FOR THESE OTHER USES?
 10:49:39 I'M TRYING TO FIX IN MY MIND, CAN YOU GET TEN OTHER OFFICES
 10:49:42 IN THERE?
 10:49:43 15, 5?
 10:49:44 >>Daniel DeLisi: SO THE TOTAL SQUARE FOOTAGE OF THE
 10:49:46 BUILDING, IT IS A THREE-STORY BUILDING.
 10:49:49 IT'S JUST SHY OF 200,000 SQUARE FEET.
 10:49:51 THERE'S NO DEFINITIVE -- THERE'S NO TENANT THAT'S COME THAT
 10:49:58 I'M AWARE OF THAT HAS SAID I'LL TAKE A HUNDRED THOUSAND
 10:50:03 SQUARE FEET.
 10:50:03 SO RIGHT NOW, THEY ARE TALKING TO TENANTS.
 10:50:08 THEY NEED TO LEASE UP THE SPACE.

 10:50:11 A LOT OF IT IS VACANT.
 10:50:11 IT'S UNDERUTILIZED.
 10:50:14 SO THAT'S WHY THIS REQUEST IS HERE.
 10:50:16 >>Joanne Ribble: YOU SAY A LOT OF IT.
 10:50:17 SO A GOOD PERCENTAGE OF THE SPACE IS OPEN FOR POTENTIAL
 10:50:20 OTHER PEOPLE TO COME IN.
 10:50:21 >>Daniel DeLisi: COULD BE.
 10:50:22 >>Joanne Ribble: MY QUESTION IS, AS THE YEARS GO BY AND YOU
 10:50:25 GET TENANTS IN THERE, DO YOU ENVISION COMING BACK TO DESIGN
 10:50:28 REVIEW FOR SOME KIND OF MONUMENT OR MARQUEE IN THE FRONT?
 10:50:32 IT SAYS MIROMAR DESIGN, BUT THERE'S NO ADVERTISEMENT AS TO
 10:50:37 WHAT'S IN THE BUILDING BESIDES THE DESIGN FEATURE.

10:50:40 >>Daniel DeLisi: I KNOW THEY DO HAVE A SIGN OUT IN FRONT, A
 10:50:44 MONUMENT SIGN.
 10:50:46 I DON'T KNOW IF THEY CAN FIT NAMES ON IT OR IF THEY'D WANT
 10:50:50 TO.
 10:50:51 A LOT OF OFFICE BUILDINGS TYPICALLY DON'T DO THAT.
 10:50:53 I DON'T KNOW.
 10:50:57 THERE'S NO PLAN RIGHT NOW TO CHANGE THE SIGNAGE.
 10:51:01 >>Joanne Ribble: THANK YOU.
 10:51:04 >>Mayor Errington: JON.
 10:51:06 >>Vice-Mayor McLain: YOU'RE NOT GOING TO DO ANY CHANGES TO
 10:51:09 THE ENTRYWAY AREA THERE, BUT AS YOU PUT OFFICES IN THERE,
 10:51:13 WILL THERE BE CONSTRUCTION GOING ON TO MODIFY THE EXISTING
 10:51:19 SHOWROOM?

 10:51:21 I'VE BEEN IN THERE ONCE OR TWICE I THINK ONLY, BUT THEY
 10:51:26 DON'T SEEM SUITABLE FOR A LARGER OFFICE.
 10:51:30 ARE THERE PLANS THAT YOU HAVE TO MODIFY THE INSIDE OTHER
 10:51:33 THAN THE LOBBY ITSELF?
 10:51:35 >>Daniel DeLisi: CERTAINLY THERE ALWAYS COULD BE.
 10:51:37 IN ANY BUILDING WHEN A NEW OFFICE TENANT MOVES IN, THERE'S
 10:51:42 OFTEN CONSTRUCTION, PUTTING IN NEW PARTITIONS AND THE LIKE.
 10:51:47 THAT TO ME IS NOT HEAVY CONSTRUCTION ACTIVITY, SO YOU'RE NOT
 10:51:50 GOING TO SEE TRUCKS COMING IN TO BRING FILL.
 10:51:54 THERE'S NO REAL HORIZONTAL CONSTRUCTION OF THE SITE THAT
 10:51:58 NEEDS TO BE CHANGED TO DO THAT.
 10:52:00 IT'S MORE INTERIOR STUFF THAT YOU'RE REALLY NOT GOING TO SEE
 10:52:04 OR REALLY BE AWARE OF IF THAT'S WHAT THEY ARE DOING.
 10:52:07 BUT THEY ARE NOT PLANNING ON CHANGING THE EXTERIOR OF THE
 10:52:11 BUILDING OR ANYTHING ON-SITE.
 10:52:13 IT'S JUST THE OCCUPANCY WITHIN.
 10:52:15 BUT, YEAH, THERE COULD BE NEW PARTITIONS SET UP IN AN OFFICE
 10:52:20 OR NEW SPACES TO CREATE DIFFERENT THINGS THAT SPECIFIC
 10:52:25 TENANTS WILL PROBABLY NEED.
 10:52:30 >>Vice-Mayor McLain: IF YOU PUT IN A LARGER WORKFORCE OFFICE
 10:52:33 IN THERE, MAYBE THEY ARE ANSWERING PHONES OR WHATEVER IT IS,
 10:52:36 MAYBE YOU'VE GOT X NUMBER OF PEOPLE, HAVE YOU EVALUATED THE
 10:52:40 ELEVATOR SERVICE AND THE EMERGENCY SERVICES?
 10:52:44 I'M NOT SURE HOW MANY ELEVATORS YOU'VE GOT AND HOW IT WOULD
 10:52:47 HANDLE ADDITIONAL PEOPLE, BECAUSE RIGHT NOW THERE ARE A FEW

 10:52:51 PEOPLE IN THERE, BUT IF A LARGER OFFICE WENT IN THERE, IS
 10:52:56 THERE ADEQUATE ELEVATOR SERVICE TO TAKE CARE OF THAT?
 10:53:01 >>Daniel DeLisi: MY GUESS IS THERE IS.
 10:53:03 I HAVEN'T LOOKED INTO THAT.
 10:53:05 THAT'S NOT SOMETHING I'VE THOUGHT OF.
 10:53:12 >>Neale Montgomery: THERE IS A CONDITION IN THE RESOLUTION
 10:53:14 THAT WAS ADDED THAT WE WILL HAVE TO COORDINATE WITH THE FIRE
 10:53:18 DEPARTMENT WHEN WE DO A CHANGE OF OCCUPANCY TO ENSURE WE

10:53:20 MEET THE PUBLIC SAFETY REGULATIONS.
 10:53:23 AND THERE ARE OBVIOUSLY -- THERE ARE TWO ELEVATORS AND THERE
 10:53:25 IS A HUGE GLASS STAIRWAY.
 10:53:28 SO THERE ARE MORE THAN ONE WAY IN AND OUT OF THE BUILDING.
 10:53:32 BUT THAT WILL BE EVALUATED INTERNALLY MODELING PERMIT TIME.
 10:53:38 >>Mayor Errington: ANY OTHER QUESTIONS?
 10:53:39 THANK YOU.
 10:53:44 >>Daniel DeLisi: THANK YOU.
 10:53:45 >>Carol Sacco: WE HAVE TO OPEN THE FLOOR FOR PUBLIC COMMENT.
 10:53:47 WE HAVE NONE AND WE HAVE NO E-COMMENTS.
 10:53:50 >>Mayor Errington: OKAY.
 10:53:51 NANCY?
 10:53:53 >>Nancy Stroud: IF WE COULD OPEN AND CLOSE THE PUBLIC
 10:53:56 HEARING WITHOUT ANY PUBLIC COMMENT.
 10:53:59 >>Mayor Errington: NOW WE'RE READY FOR A MOTION.
 10:54:02 I UNDERSTAND ONE IS AN ORDINANCE AND ONE IS THE RESOLUTION.
 10:54:11 >>Nancy Stroud: LET'S DO THEM SEPARATELY.

 10:54:13 SO WE WOULD NEED A MOTION TO APPROVE ZONING ORDINANCE
 10:54:15 2023-01.
 10:54:18 >>Mayor Errington: THAT'S THE FIRST ONE.
 10:54:19 AND THEN THE RESOLUTION IS THE SECOND.
 10:54:20 OKAY.
 10:54:21 GOT IT.
 10:54:22 I NEED A MOTION.
 10:54:24 MOTION MADE TO APPROVE THE ORDINANCE, MADE BY COUNCIL MEMBER
 10:54:30 JIM WILSON AND SECONDED BY COUNCIL MEMBER LARRY FIESEL.
 10:54:34 PLEASE CALL THE ROLL.
 10:54:36 >>Jim Wilson: AYE.
 10:54:38 >>Jim Ward: AYE.
 10:54:39 >>Jim Boesch: AYE.
 10:54:41 >>Larry Fiesel: AYE.
 10:54:42 >>Joanne Ribble: AYE.
 10:54:43 >>Vice-Mayor McLain: AYE.
 10:54:44 >>Mayor Errington: AYE.
 10:54:45 NOW I NEED A MOTION -- THANK YOU.
 10:54:50 I NEED A MOTION TO APPROVE OR VOTE FOR THE -- THAT WAS THE
 10:54:57 RESOLUTION.
 10:54:58 FOR THE ORDINANCE NOW.
 10:54:58 2023-01.
 10:55:04 >>Nancy Stroud: YOU'LL NEED A MOTION TO APPROVE THE
 10:55:06 RESOLUTION 2023-01.
 10:55:08 >>Mayor Errington: RESOLUTION.

 10:55:09 RIGHT, RIGHT.
 10:55:10 RESOLUTION.
 10:55:10 GOT IT BACKWARDS HERE.
 10:55:12 OKAY.

10:55:13 RESOLUTION.
 10:55:15 >>Joanne Ribble: MOTION TO APPROVE THE RESOLUTION.
 10:55:16 >>Mayor Errington: MOTION HAS BEEN MADE BY COUNCIL MEMBER
 10:55:18 RIBBLE AND SECONDED BY COUNCIL MEMBER JIM BOESCH.
 10:55:24 PLEASE CALL THE ROLL.
 10:55:26 >>Joanne Ribble: AYE.
 10:55:28 >>Larry Fiesel: AYE.
 10:55:29 >>Jim Boesch: AYE.
 10:55:31 >>Jim Ward: AYE.
 10:55:32 >>Jim Wilson: AYE.
 10:55:34 >>Vice-Mayor McLain: AYE.
 10:55:36 >>Mayor Errington: AYE.
 10:55:36 THANK YOU.
 10:55:38 THANK YOU, NANCY.
 10:55:40 THANK YOU.
 10:55:48 ITEM NUMBER 9, PUBLIC COMMENT.
 10:55:56 >>Carol Sacco: WE HAVE NONE, MAYOR.
 10:55:57 >>Mayor Errington: NO COMMENTS.
 10:55:59 NOW WE'RE READY FOR COUNCIL COMMUNICATIONS.
 10:56:03 LET'S START WITH COUNCIL MEMBER RIBBLE.
 10:56:08 >>Joanne Ribble: THANK YOU.

 10:56:08 JUST A REQUEST, ACTUALLY.
 10:56:12 LAST YEAR, SOME MONTHS AGO, MARY DID A WONDERFUL -- MARY AND
 10:56:16 DAVID DID A WONDERFUL UPDATE OF ALL THE PROJECTS THAT WE
 10:56:21 HAVE APPROVED.
 10:56:23 I WAS WONDERING IF SOMETIME IN THE FUTURE, WHEN YOU HAVE
 10:56:26 TIME, MARY, IF YOU COULD GIVE US AN UPDATE OF WHERE ALL THE
 10:56:29 DIFFERENT PROJECTS STAND.
 10:56:30 IT WAS REALLY BENEFICIAL TO US LAST TIME WHEN YOU DID THAT.
 10:56:34 >>Mayor Errington: THANK YOU.
 10:56:35 LARRY?
 10:56:38 >>Larry Fiesel: I HAVE VERY LITTLE OTHER THAN I DID SEE AN
 10:56:42 INTERVIEW WITH STEVE IN ONE OF THE E-MAILS OR PUBLICATIONS I
 10:56:46 GOT JUST IN THE LAST FEW DAYS.
 10:56:48 HE WAS ASKED ABOUT SOME THINGS GOING ON IN THE COMMUNITY AND
 10:56:52 HE SAID THAT THE LANDSCAPING AT INTERSTATE 75 AND CORKSCREW
 10:56:54 WAS GOING TO BE DONE VERY SOON.
 10:56:57 CAN YOU DEFINE "VERY SOON"?
 10:57:01 [LAUGHTER]
 10:57:05 >>Steven Sarkozy: NO.
 10:57:06 [LAUGHTER]
 10:57:08 >>Larry Fiesel: THAT'S ALL.
 10:57:09 >>Mayor Errington: THAT'S ALL.
 10:57:10 THANK YOU.
 10:57:10 VICE-MAYOR.
 10:57:11 >>Vice-Mayor McLain: I THINK I'LL PASS.

10:57:15 >>Mayor Errington: JIM BOESCH.
 10:57:16 >>Jim Boesch: YES, I HAD THE CHANCE TO VISIT WITH JOE
 10:57:21 FAERBER, WHO IS ONE OF OUR MAGISTRATES AND HE HAD SOME
 10:57:27 SERIOUS THINGS THAT INVOLVED AN AMPUTATION.
 10:57:33 HE'S A VERY POSITIVE PERSON, AND HE'S GOING THROUGH THE
 10:57:37 PROCESS OF GETTING PROSTHESIS AND REMINDS ME OF A HALF FULL
 10:57:51 PERSON AND I ASSUME HE'LL BE BACK AS SOON AS ALL OF HIS
 10:57:55 MEDICAL THINGS ARE DONE.
 10:57:58 I JUST WANTED TO BRING THAT TO THE COUNCIL THAT HE'LL BE
 10:58:03 BACK.
 10:58:04 >>Mayor Errington: THANK YOU.
 10:58:05 JIM WARD.
 10:58:06 >>Jim Ward: YES.
 10:58:07 I RECENTLY HAD A QUESTIONNAIRE THAT I HAD TO FILL OUT FROM
 10:58:12 OUR EXTERNAL AUDITORS WITH RESPECT TO OUR INTERNAL CONTROLS
 10:58:16 WITHIN THE VILLAGE.
 10:58:19 I FILLED THAT OUT.
 10:58:20 I HAD SOME CONCERNS ABOUT ANSWERING CERTAIN QUESTIONS
 10:58:23 BECAUSE I WAS NOT SUFFICIENTLY AWARE OF SOME OF THE
 10:58:27 INFORMATION RELATIVE TO OUR INTERNAL CONTROLS.
 10:58:29 I SUGGESTED TO SEE STEVE AND IT MIGHT BE IN THE BEST
 10:58:33 INTEREST OF THE VILLAGE AND OUR COUNCIL HERE IF WE HAD OUR
 10:58:37 FINANCE DIRECTOR GIVE US AN OVERVIEW AT SOME POINT IN TIME
 10:58:40 IN THE NEXT COUPLE OF MONTHS AS TO THE INTERNAL CONTROLS
 10:58:46 THAT WE HAVE WITHIN THE VILLAGE.

 10:58:47 I THOUGHT THAT WOULD BE AN APPROPRIATE USE OF OUR TIME TO
 10:58:50 BASICALLY UNDERSTAND THAT.
 10:58:52 >>Mayor Errington: THANK YOU.
 10:58:53 JIM WILSON.
 10:58:55 >>Jim Wilson: YES, MADAM MAYOR.
 10:58:57 I WOULD LIKE TO EXPRESS MY THANKS ON BEHALF OF THE DISTRICT
 10:59:02 7 RESIDENTS TO LEE COUNTY, AND SPECIFICALLY TO JENNIFER
 10:59:07 DOERING, WHO IS THE AUTHOR.
 10:59:10 SHE IS A PUBLIC INFORMATION -- PUBLIC INVOLVEMENT
 10:59:13 SPECIALIST.
 10:59:15 WEEKLY WE GET THIS NICE REPORT EXPLAINING EXACTLY WHAT'S
 10:59:20 GOING ON, WHAT DRIVEWAYS ARE BEING CLOSED, WHO SHOULD TURN
 10:59:28 WHERE, WHAT SHOULD GO ON.
 10:59:29 I THINK WITHOUT THAT, PEOPLE WOULD BE REALLY CONFUSED.
 10:59:32 THANK YOU FOR THAT INFORMATION EVERY WEEK.
 10:59:33 >>Mayor Errington: THANK YOU.
 10:59:34 MY REPORT IS I SAW YESTERDAY, I'M SURE ALL OF YOU DID, THE
 10:59:39 ETHICS TRAINING FOR THOSE OF YOU WHO WILL BE REMAINING ON
 10:59:43 COUNCIL.
 10:59:45 SOME OF US WON'T HAVE TO TAKE THAT AGAIN.
 10:59:55 [LAUGHTER]
 10:59:55 NOBODY IS LAUGHING, REALLY.

10:59:56 I HAVE NOTHING TO REPORT.
 11:00:00 IT'S BEEN VERY INTERESTING WEEK, COUPLE OF WEEKS, AND
 11:00:06 APPRECIATE EVERYTHING THAT EVERYBODY CONTINUES TO DO.

 11:00:08 IT'S WONDERFUL BEING IN THE VILLAGE OF ESTERO.
 11:00:13 WITH THAT IN MIND, I THOUGHT I WILL ASK OUR VILLAGE ATTORNEY
 11:00:18 IF HE HAS ANYTHING TO REPORT RIGHT NOW.
 11:00:21 >>Robert Eschenfelder: NOTHING.
 11:00:23 >>Mayor Errington: STEVE?
 11:00:24 >>Steven Sarkozy: THANK YOU, MAYOR.
 11:00:26 JUST A QUICK UPDATE ON OUR DISASTER RECOVERY CENTER THAT HAS
 11:00:30 BEEN IN THIS ROOM WHEN WE'RE NOT OCCUPYING IT, OF COURSE,
 11:00:37 FOR THE LAST THREE MONTHS.
 11:00:38 THE NUMBERS OF PEOPLE THAT WE'VE HAD COMING INTO THE
 11:00:42 DISASTER RECOVERY CENTER HAVE FALLEN, AS YOU WOULD EXPECT,
 11:00:46 AFTER HURRICANE IAN.
 11:00:48 AND WE'RE BELOW THE STANDARDS THAT FEMA HAS SET OR WITHIN
 11:00:55 THE GUIDELINES THAT FEMA HAS FOR CLOSURE.
 11:01:00 OTHER RECOVERY CENTERS ARE EXPERIENCING THE SAME DECLINE IN
 11:01:05 ACTIVITY, AND WITH FEMA, WE MADE THE CALL TO CLOSE THE
 11:01:11 CENTER SO THAT THEY DON'T HAVE TO COME BACK IN AND SET UP
 11:01:15 AND BREAK DOWN FOR A LOT OF THESE MEETINGS TO OCCUR.
 11:01:20 THERE ARE STILL OTHER DISASTER RECOVERY CENTERS IN THE
 11:01:23 REGION THAT WILL REMAIN OPEN.
 11:01:25 FEMA ASSURED ME THAT THE PEOPLE THAT HAVE BEEN USING THIS
 11:01:29 CENTER COULD EASILY UTILIZE THE PHONE TO GET THEIR UPDATES
 11:01:35 OR MAKE ADDITIONAL CHANGES IN THEIR REPORTING PROCESS, IN
 11:01:39 THEIR EFFORT TO RECOVER FEMA FUNDS FOR THEIR DISASTER.
 11:01:43 SO WE DON'T THINK WE'RE DISPLACING ANYBODY IN THE PROCESS.

 11:01:47 THE NEAREST SITES THAT WILL REMAIN OPEN IS BONITA SPRINGS
 11:01:50 AND ISLAND LAKES.
 11:01:52 BOTH OF THOSE FACILITIES ARE IN PUBLIC BUILDINGS THAT ARE
 11:01:55 NOT USED EXTENSIVELY BY THIS SPACE HERE.
 11:01:59 SO THE FEMA FOLKS HAVE LOVED BEING IN THIS LOCATION.
 11:02:03 THEY'VE HAD USE OF THE RESTROOMS, AIR CONDITIONING, QUIET,
 11:02:08 COMFORTABLE SPACE.
 11:02:09 EASY PARKING.
 11:02:10 THE KITCHEN UPSTAIRS AND SO FORTH, AND WE'VE BEEN VERY
 11:02:15 ACCOMMODATING TO THEM, BUT THE TIME HAS COME TO CLOSE THIS
 11:02:18 DOWN.
 11:02:18 YESTERDAY WAS THE LAST DAY.
 11:02:21 THEY CLOSED AT 6.
 11:02:24 WE'LL HELP PEOPLE FIND OTHER SERVICES, BUT IT'S OUTLIVED ITS
 11:02:32 USEFULNESS HERE.
 11:02:34 >>Mayor Errington: THANK YOU.
 11:02:35 VERY GOOD.
 11:02:35 I GUESS, UNLESS SOMEONE FORGOT TO SAY SOMETHING, DO YOU WANT

11:02:40 TO BRING IT UP NOW, WE'RE GOING TO ADJOURN.
11:02:43 >> MOTION TO ADJOURN.
11:02:44 >>Mayor Errington: YOU ALWAYS DO.
11:02:45 GOOD.
11:02:45 OKAY.
11:02:46 [SOUNDING GAVEL]

DISCLAIMER:
THIS FILE REPRESENTS AN UNEDITED VERSION OF REALTIME
CAPTIONING WHICH SHOULD NEITHER BE RELIED UPON FOR COMPLETE
ACCURACY NOR USED AS A VERBATIM TRANSCRIPT.
ANY PERSON WHO NEEDS A VERBATIM TRANSCRIPT OF THE
PROCEEDINGS MAY NEED TO HIRE A COURT REPORTER.

Final Action Agenda/Minutes are supplemented by audio and video recordings of the meetings, as well as transcripts. Video recordings of Village Council meetings from June 8, 2016, forward, as well as agendas, staff reports, resolutions, ordinances, and other documents related to the meetings can be viewed online at <https://estero-fl.gov/agendas/> at the corresponding meeting date.

DRAFT MINUTES

VILLAGE COUNCIL MEETING

**Village of Estero Council Chambers
9401 Corkscrew Palms Circle
Estero, FL 33928**

February 1, 2023 9:30 a.m.

1. CALL TO ORDER

INVOCATION

Pastor John Roth Thrive Church

PLEDGE OF ALLEGIANCE

Councilmember Fiesel

ROLL CALL

Present: Mayor Katy Errington - District 4 Vice Mayor Jon McLain - District 3, Councilmember Joanne Ribble - District 1, Councilmember Larry Fiesel - District 2, Councilmember Jim Boesch - District 5 (left at 9:36 am), Councilmember Jim Ward - District 6, and Councilmember Jim Wilson - District 7 (via Zoom).

Also present

Village Land Use Attorney Nancy Stroud, Village Attorney Robert Eschenfelder, Public Works Director David Willems, Community Development Director Mary Gibbs, Deputy Village Clerk Tammy Duran, and Village Clerk Carol Sacco.

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

Motion: Motion to permit Councilmember Wilson to participate remotely in Zoom Presentation.

Motion by: Councilmember Ribble

Seconded by: Councilmember Ward

Action: Motion to permit Councilmember Wilson to participate remotely in Zoom Presentation.

Vote: (Roll Call)

Aye: Councilmembers Boesch, Fiesel, Ward, Wilson, Ribble, Vice Mayor McLain, and Mayor Errington.

Nay:

Abstentions:

Motion: Motion to approve agenda.

Motion by: Councilmember Ward

Seconded by: Councilmember Fiesel

Action: Approved agenda.

Vote: (Roll Call)

Aye: Councilmembers Fiesel, Ward, Wilson, Ribble, Vice Mayor McLain, and Mayor Errington.

Nay:

Abstentions:

3. PUBLIC COMMENT ON NON-AGENDA ITEMS

In person

Gary Israel, Stoneybrook

Ed Weil, Rookery Pointe

4. PRESENTATION

FEMA National Flood Insurance Individual Assistance

Presentation/Information by

Jeffery Parker, FEMA National Flood Insurance

Staff Presentation/Comments

David Willems, Public Works Director

Council Questions or Comments

Councilmembers Ward, Vice Mayor McLain, and Mayor Errington

5. CONSENT AGENDA

(a) January 18, 2023, Council Meeting Minutes

(b) Financial Report for Month ended December 2022

Motion: Motion to approve the Consent Agenda.

Motion by: Councilmember Fiesel

Seconded by: Vice Mayor McLain

Action: Approved the Consent Agenda.

Vote: (Roll Call)

Aye: Councilmembers Fiesel, Ward, Wilson, Ribble, Vice Mayor
McLain, and Mayor Errington.

Nay:

Abstentions:

6. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

None.

7. PUBLIC COMMENT ON NON-AGENDA ITEMS

None.

8. FIRST READING

- (a) First Reading of International Design Center Zoning Ordinance No. 2023-01 and Resolution No. 2023-01 (12th Amendment to Development of Regional Impact Development Order)

Ordinance No. 2023-01

An Ordinance of the Village Council of the Village of Estero, Florida, Amending the Zoning for International Design Center to Allow Office Uses In Addition to the Existing Design Center Uses on a 19.1-Acre Property on the South Side of Corkscrew Road, East of Interstate 75; Providing for Severability; Providing for Conflicts; and Providing an Effective Date.

Resolution No. 2023-01

A Resolution of the Village Council of the Village of Estero, Florida, Adopting a Recodified Development Order for the Stoneybrook (Corkscrew Pines) Development of Regional Impact (DRI) (12th Amendment to DRI DO State #3-8384-40); and Providing an Effective Date.

Staff Presentation/Comments

Mary Gibbs, Community Development Director

Council Questions or Comments

None.

Public Comments

None.

Motion: Motion to pass first reading of Zoning Ordinance 2023-01 and set second reading for February 15, 2023.

Motion by: Councilmember Ward

Seconded by: Councilmember Ribble

Action: Passed first reading of Zoning Ordinance 2023-01 and set second reading for February 15, 2023.

Vote: (Roll Call)

Aye: Councilmembers Fiesel, Ward, Wilson, Ribble, Vice Mayor McLain, and Mayor Errington.

Nay:

Abstentions:

9. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

Councilmembers Ward, Wilson, Ribble, Vice Mayor McLain, and Mayor Errington.

10. VILLAGE ATTORNEY'S REPORT

None.

11. VILLAGE MANAGER'S REPORT

None.

Adjourn Regular Session and Convene Workshop Items

12. WORKSHOP

- (a) Lee County Metropolitan Planning Organization (MPO) Rail Trail Feasibility Study Update

Staff Presentation/Comments

Robert Eschenfelder, Village Attorney

Presentation/Information by

Don Scott, Metropolitan Planning Organization (MPO)

Charles Hines, Trust for Public Land (TPL)

Ned Baier, Volkert Engineering

Council Questions or Comments

Councilmembers Ribble, Fiesel, Wilson, Ward, Vice Mayor McLain, and Mayor Errington.

Public Comments

In-Person

Emily Porter, Friends of Bonita Estero Rail Trail

Greg Chelius, Bonita Isles

Diana Ackerman, The Vines

Bruce Ackerman, The Vines

Terry Koch, Friends of Estero Pathways

Madelyn Isaac, Cascades

eComments

Thomas Klein, The Reserve
Todd Wilson, The Vines
Robert Andreola, The Vines
John Mark Koshliek, The Vines
Antonio Carangelo, Club at Rapallo
Stuart Steigerwald, Belle Lago
Chris Childs, The Vines
Thomas Edelen, The Vines
Debbie Beulke, The Vines
Gordy Beulke, The Vines
Joe Valenta, The Vines
Peg Valenta, The Vines
Deborah Bonner, The Vines
Jeanne Harman, The Vines
Mark Bonner, The Vines
Alan Mason, The Vines
Sylvia Curtis, The Vines
MaryBeth Brummett, The Vines
Roland Loper, The Vines
Sandra Mason, The Vines
Theresa O'Flaherty, The Vines
Kim Marvin, The Vines
David Marvin, The Vines
James Wilson, The Vines
JoAnn Schoellkopf, The Vines
Deborah Kogut, The Vines
Orie Alessio, The Vines
William West, The Vines
Keith Savoie, The Vines
Claire Hallisey, The Vines
Scott Cooper, The Vines
David O'Hara, The Vines
Lisa Feraco, The Vines
David and Nancy Loomis, The Vines
Claire Comstock, The Vines
Alan Shepardson, The Vines
Gary McCann, The Vines
Kim Brinegar, The Vines
Ann Jost, The Vines
Honora Ostermann, The Vines
Sandra Wedewer, The Vines
Madelyn Isaacs, Cascades
William Mattrey, The Vines
Patrick & Janet Melloy, The Vines
Joseph McAvoy, The Vines
Marina Huebner, The Vines
Deborah Echko, The Vines
Chris Bracy, The Vines
Helen Toro, The Vines

Steven Rice, The Vines
Wendi Bazemore, The Vines
Wendy Mcavoy, The Vines
Marcia Rees, The Vines
Jane Jirsa, The Vines
Leo Donovan, The Vines
Fred Vogel, The Vines
Kay Jenkins, The Vines
Steve & Cathy Bennett, The Vines
Kay M Combs, The Vines
Joe Lano, The Vines
Norman Berger, The Vines
Linda Dubberly, The Vines
Stanley Lohmeier, The Vines
Lawrence Brindise, The Vines
Mary Legeay Grieshop, The Vines
Jennifer Lovegreen, The Vines
Susanne Chemerow, The Vines
Sandy Williams, The Vines
Edward St.Martin, The Vines
Dennis Dunfield, The Vines
Michael Lamagna, The Vines
Terry Peabody, The Vines
Arthur Bowen, The Vines
Linda Nowacki-Bowen, The Vines
Thomas Hochworte, The Vines
Diane McFiggen, The Vines
Linda Hines, The Vines
John Feraco, The Vines
Diana Ackerman, The Vines
Jeffrey Echko, The Vines
Donald Greenglass, The Vines
Michael Hoene, The Vines
Deborah Kogut, The Vines
Pamela Scheible, The Vines
Keith Baird, The Vines
Susan Buckwalter, The Vines
Gail Novosad, The Vines
Trichelle Chatlin, Reflection Isles
Bruce Ackerman, The Vines
Lisa Feraco, The Vines
Lou Ann Hebble, The Vines
David Schneeweiss, The Vines
John/Joan OSullivan, The Vines
Hallie Schneeweiss, The Vines
Maryann Dangelo, The Vines
Donald Greenglass, The Vines
Mark Miller, The Vines
Boyd Atteberry, The Vines
Pat Peters, The Vines

Ed O'Neill, The Vines
Sharyn O'Neill, The Vines
Scott Billings, The Vines
Gregory Winters, The Vines
Howard Tallman, The Vines
Glenn Gerber, The Vines
Linda Schurman, The Vines
Elizabeth McCann, The Vines
John Feraco, The Vines
Scott Stryker, Bella Terra
Deborah Echko, The Vines
Doreen Tallman, The Vines
Jeff Echko, The Vines
Tom Wortman, The Vines
Pamela Wortman, The Vines
Tony & Tina Williams, The Vines
Joan Boesch, The Vines
Robert Collins, The Vines
Kathleen Collins, The Vines
Linda Nowacki-Bowen, The Vines
Jeffrey Adair, The Vines
David Rees, The Vines
Karen Fitzgerald-Adair, The Vines
John Side, The Vines
Gregory Shires, The Vines
Angela Bischoff, The Vines
Diane McFiggen, The Vines
Jean Rees, The Vines
Vicki Koshliek, The Vines
Kamera Coles, The Vines
Shelly Lawrence, The Vines
Todd Scheven, The Vines
Julie Melchiorre, Cascades
Tony Peterson, The Vines

(b) Florida Department of Transportation (FDOT) Southwest Connect Project

Staff Presentation/Comments

David Willems, Public Works Director

Council Questions or Comments

Councilmembers Ward, Ribble, Fiesel, and Vice Mayor McLain

Public Comments

None.

13. ADJOURNMENT at 11:38 am

ATTEST:

VILLAGE OF ESTERO, FLORIDA

By: _____
Carol Sacco, Village Clerk

By: _____
Katy Errington, Mayor

(td/CS)

For an official copy of the signed minutes, please submit a [Public Record Request](#).

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
February 15, 2023

Agenda Item:

Resolution No. 2023-02 Authorizing the Demolition of a Village Owned Structure on 8801 Corkscrew Road.

Motion to authorize Village Manager to take the necessary actions to demolish the residential structure and convey salvaged elements to third parties in the Village's best interests.

Background:

When the Village acquired 62.5 acres of property at the corner of Corkscrew and U.S. 41, it included a 5-acre parcel that was encumbered with a "life estate" for Charles Dauray. With the passing of Mr. Dauray, the Village now has full use of the parcel. The parcel contains a residence and two outbuildings. The residence has been inspected by the Village and has been found to be structurally unsound, with additional damage occurring due to the recent Hurricane IAN.

The Village retained a consultant to evaluate the property for historic value. The cultural resource assessment determined that the structure known as Corkscrew Road/River House was not considered historically significant.

While this residence is not historically significant, staff has conferred with the Estero Historical Society regarding this proposed action. While preferring not to lose an old building, they understand and support this direction. The cost of restoration is prohibitive, and since the Village has no use for the building, the Historic Society understands and supports our action.

The Village has no public use for the structure and is concerned that leaving the structure in place could create liability for the Village should any person be injured while in or around the structure.

Based on this information, the recommendation is to demolish the home while preserving as many of the unique elements within the home as possible.

The two smaller out-buildings adjacent to the home will be preserved. One is a large, two story garage and the other is a small shed. While the village has no specific use for those buildings at this time, they have some utility and are in the corner of the property and will not detract from other possible uses of the site.

Description:

Prior to the structure's demolition, the Manager shall undertake efforts to cause the removal and salvage of elements of the structure, such as fixtures, doors, windows, and wooden elements, which may have historical value or interest. The Manager is authorized to convey the salvaged elements to third parties under such terms and conditions as the Manager determines to be in the Village's best interests.

Action Requested:

Motion to authorize Village Manager to take the necessary actions to demolish the residential structure and convey salvaged elements to third parties in the Village's best interests.

Process and Timeline:

The process will begin as soon as possible. An exact timeline is not known at this time given that outside contractors will need to be selected for the recovery of unique elements within the home and for the demolition itself.

Financial Impact:

While we have no specific estimate at this time the total estimated cost is in the range of \$50,000. The work will be bid and the approval of the final cost will come back for final Village Council approval.

Prepared by: Steve Sarkozy

Attachments:

1. Resolution No. 2023-02

RESOLUTION NO. 2023-02

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE
VILLAGE OF ESTERO, FLORIDA, AUTHORIZING THE
DEMOLITION OF A VILLAGE OWNED STRUCTURE;
MAKING RELATED FINDINGS; PROVIDING FOR
SEVERABILITY AND FOR AN EFFECTIVE DATE.**

WHEREAS, the Village of Estero (Village) owns certain real property located at 8801 Corkscrew Road (the Property); and

WHEREAS, when the Village acquired title to the Property, an unoccupied residential structure commonly known as the Dauray home, was located thereon; and

WHEREAS, the structure has been inspected by the Village and has been found to be structurally unsound, with additional damage occurring due to the recent hurricane Ian; and

WHEREAS, the structure is not designated as a County historic site, and the cultural resource assessment professional retained by the Village to conduct an assessment of the structure determined that the structure was not considered historically significant; and

WHEREAS, the Village has no public use for the structure, and is concerned that leaving the structure in place could create liability for the Village should any person be injured while in or around the structure, or should a future windstorm cause portions of the structure to become airborne and damage other property nearby; and

WHEREAS, while the structure must be demolished due to the foregoing reasons, the structure contains many elements (such as fixtures, doors, windows, and certain wooden elements) which have a historical value; and

WHEREAS, the Council desires to preserve as many of these elements as will be practicable prior to demolition; and

WHEREAS, the Council finds the adoption of this resolution to be in the best interest of the Village and its citizens.

**NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF
THE VILLAGE OF ESTERO, FLORIDA, THAT:**

1. The Village Manager is hereby authorized to demolish the residential structure located on the Property.
2. Prior to the structure's demolition, the Manager shall undertake efforts to cause the removal and salvage of elements of the structure, such as fixtures, doors, windows, and wooden elements, which have a historical value.

3. The Manager is authorized to convey the salvaged elements to third parties under such terms and conditions as the Manager determines to be in the Village's best interests.

BE IT FURTHER RESOLVED that if any section, subsection, sentence, clause, provision or word of this Resolution is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Resolution shall not be affected by such invalidity, such that any remainder of the Resolution shall withstand any severed provision, as the Village Council would have adopted the Resolution even absent the invalid part.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon adoption.

DULY ADOPTED with a quorum present and voting this 15th day of March, 2023.

Katy Errington, Mayor

Attest:

Carol Sacco, Village Clerk

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
February 15, 2023

Agenda Item:

DR-4673 Hurricane Ian Funding Agreement

Motion to authorize the Village Manager to execute the Federally Funded Subaward and Grant Agreement for Hurricane Ian between the Village of Estero and the State of Florida.

Background:

In response to Hurricane Ian, the President of the United States declared a major disaster for the State of Florida on September 29, 2022. This declaration authorized the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) to provide, through its Public Assistance Program, reimbursement or direct Federal assistance to eligible state, local, and tribal governments.

Description:

DR-4673 Hurricane Ian Funding Agreement Z3375 is a federally funded subaward and grant agreement between the Florida Division of Emergency Management (FDEM) and the Village of Estero. FDEM is acting as a pass-through entity for the federal grant awards. This agreement establishes the relationship between FDEM and the Village to allow the former to pay the Village grant funds.

Action Requested:

Motion to authorize the Village Manager to execute the Federally Funded Subaward and Grant Agreement for Hurricane Ian between the Village of Estero and the State of Florida.

Process and Timeline:

The subaward period of performance start and end date is September 23, 2022 through March 29, 2024.

Financial Impact:

This agreement will allow the Village to receive significant federal funding in the aftermath of Hurricane Ian.

Prepared by: Kevin Greenville, CPA Finance Director

Attachments:

1. Dr-4673 Hurricane Ian Funding Agreement
2. Agreement Applicant Instructions
3. Risk Assessment Questionnaire
4. UEI Vendor Registration Instructions

Agreement Number: Z3375**FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for DR - 4673 - Hurricane Ian**

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name: Village of Estero

Subrecipient's unique entity identifier: _____

Federal Award Date: 9/30/2022

Subaward Period of Performance Start and End Date (Cat A-B): Sep 23, 2022- Mar 29, 2023

Subaward Period of Performance Start and End Date (Cat C-G): Sep 23, 2022- Mar 29, 2024

Amount of Federal Funds Obligated by this Agreement: N/A

Total Amount of Federal Funds Obligated to the Subrecipient
by the pass-through entity to include this Agreement: _____

Total Amount of the Federal Award committed to the Subrecipient
by the pass-through entity: _____

Federal award project description (see Federal Funding
Accountability and Transparency Act (FFATA): Grant for communities to respond to and
recover from major disasters or
emergencies and for limited mitigation
measures.

Name of Federal awarding agency: Department of Homeland Security (DHS)
Federal Emergency Management Agency
(FEMA)

Name of pass-through entity: Florida Division of Emergency
Management (FDEM)

Contact information for the pass-through entity: 2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

Assistance Listing Number (Formerly CFDA Number): 97.036

Assistance Listing Program Title (Formerly CFDA program Title): Village of Estero

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Village of Estero (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Name Jennifer Stallings

Title Grant Program Manager

Bureau of Recovery

Address: Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

Telephone: (850) 815-4408

Email: Jennifer.Stallings@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: _____

Address:

Telephone: _____

Email: _____

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

(9) FUNDING

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4673 - Hurricane Ian. Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not**

apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

(10) PAYMENT

a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

(11) REPAYMENTS

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(12) RECORDS

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient

to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

(13) AUDITS

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), "The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient's] personnel for the purpose of interview and discussion related to such documents." The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

(14) REPORTS

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

- b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division's Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.
- c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

(15) MONITORING

a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

(16) LIABILITY

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(17) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

(18) PROCUREMENT

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal

funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Attachment A – Certification Regarding Debarment
- ii. Attachment B – Systems Access Form
- iii. Attachment C – Certification Regarding Lobbying

Agreement Number: Z3375

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: Village of Estero

By: _____
(Signature)
Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Governor's Authorized Representative
Date: _____

Attachment A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
- 3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: _____
Signature

Name and Title
9401 Corkscrew Palms Circle
Street Address
Estero, FL, FL, 33928
City, State, Zip

Date

Village of Estero
Subrecipient's Name

Z3375
DEM Contract Number

Attachment B

SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

Block 3: "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

SYSTEMS ACCESS FORM (CONTACTS) FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
Subrecipient: Village of Estero	
Box 1: Authorized Agent (Full Access)	Box 2: Primary Contact (Full Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 3: Alternate Contact (Full Access)	Box 4: Other-Finance/Point of Contact (Full Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 5: Other-Risk Mgmt-Insurance (Full Access)	Box 6: Other-Environmental-Historic (Full Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.	
_____ Subrecipient Authorized Representative Signature	
_____ Date	

SYSTEMS ACCESS FORM (CONTACTS) FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
Subrecipient: Village of Estero	
Date:	
Box 7:	Other (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 9:	Other (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 11:	Other (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 12:	Other (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Subrecipient's Fiscal Year (FY) Start: Month: Day:	
Subrecipient's Federal Employer's Identification Number (EIN) 47-3445874	
Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management	
Subrecipient's: FIPS Number (If Known) 071-UUTRP-00	

Attachment C
Certification Regarding Lobbying

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient or contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Subrecipient/contractor's Authorized Official

Name and Title of Subrecipient/contractor's Authorized Official

Date



Attachment 2

Federally-Funded Subgrant Agreement – Applicant Instructions

Each Applicant must return the signed funding agreement via email to the assigned Grant Manager. The Applicant must also upload a signed copy of the funding agreement in FloridaPA.org under the Sub-grant Agreement module. The following sections and attachments must be completed in order to fully execute the funding agreement:

1. Subgrant Agreement
 - a. Subrecipient's unique entity identifier (UEI):
 - i. Fill out your UEI. Go to Sam.gov to obtain it. More information on the Vendor Registration Instructions
 - b. Item (3) CONTACT – Section c.
 - i. Fill out the point of contact for any necessary future discussions regarding the contract
 - ii. Contact does not have to be the authorized signor
 - c. Signature page
 - i. Fill out the following information:
 1. By – Original Signature of the Authorized Agent
 2. Name and Title – Printed name and title of the Authorized Agent
 3. Date – Date of contract signage
 - ii. **The agreement must be signed by the Authorized Agent of the entity (see Appendix 1 for further instruction on Authorized Agents)**
2. Attachment A: Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - a. The Applicant must certify that any contractor working on a project has not been suspended or debarred. The Applicant should refer to SAM.gov for certification.

NOTE:

 - i. Mutual aid is not considered a sub-contractor.
3. Attachment B: System Access
 - a. At least 2 contacts must be filled out completely
 - i. The Authorized Agent (Box 1) **must be the same as the person signing the agreement.**
 - ii. The other contact may be in any other box.
 - iii. Each contact listed must fill out the following:
 1. Agent's Name
 2. Signature
 3. Organization/Official Position
 4. Mailing Address
 5. City, State, Zip
 6. Daytime Telephone
 7. E-mail Address
 - b. Signature for 'Subgrantee Authorized Agent Signature' (bottom of page) must be the person from Box 1– the Authorized Agent
 - c. Complete the following:
 - i. Sub-Grantee's Fiscal Year (FY) Start:
 - ii. Sub-Grantee's Federal Employer's Identification Number (EIN):
 - iii. Sub-Grantee's: FIPS Number (found on FLPA)



Attachment 2

4. Attachment C: Certification Regarding Lobbying
 - a. Authorized Agent fill out the following information:
 1. Subrecipient's name
 2. Signature of the Authorized Agent
 3. Name and Title
 4. Date

Appendix 1

Included below is a list of possible positions within your organization that might be appropriate to act as Authorized Agent. If your organization does not include these positions FDEM would request a copy of your organization chart to help us identify your organizational structure and ensure the correct signatories are accepted on official documents.

If the subgrant agreement or other documents provided to FDEM are not signed by the lead authority within your organization then you must provide proof of delegation of authority to a different individual within your entity. This delegation of authority letter must contain the following:

- a. A formal letterhead of the city, county, tribe, PNP etc.
- b. Language indicating the delegation of authority to new employee from the organizations formal authorized agent.
- c. Include a citation of the entity's internal policy that grants delegation authority, describes the process and any limitations on the actions of those delegated.

The delegation letter must be submitted with the signed agreement and uploaded to FloridaPA in the Sub-grant Agreement module.

List of Possible Authorized Agents:

- State Agencies:
 - o Secretary
 - o Director of the Agency
- County:
 - o Chair of the Board of Commissioners
- City:
 - o Mayor
- Indian Tribe:
 - o Chief
 - o President
- Police Department:
 - o Chief of Police
- Sheriff's Office:
 - o Sheriff



Attachment 2

- School Board:
 - o Superintendent
- Charter School:
 - o Chair of the Board of Directors
- Institution of Higher Education:
 - o President of the Institution
- Water Management District:
 - o Chair
- Fire District:
 - o District Chief
- Special District:
 - o Executive Director
- Non-Profit:
 - o Chair of the Board
 - o Principal Officer
- Corporation:
 - o Chair of the Board of Directors
 - o President / CEO



Attachment 4: Vendor Registration Instructions

Before executing a contract for Public Assistance, the applicant must register as a vendor with the State of Florida. Please complete the following registrations in their entirety. Not completing all registrations can delay the Public Assistance payment process. If you have any issues, you must contact that registration's authority for assistance.

1: Unique Entity Identifier (UEI)

Website:

<https://sam.gov/content/home> **FAQ:**

FSD

On April 4, 2022, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov). The Unique Entity ID (UEID) is a 12-character alphanumeric ID assigned to an entity by SAM.gov. As part of this transition, the DUNS Number has been removed from SAM.gov. All sub-awardees should get their Unique Entity ID (SAM) at SAM.gov now. Sub-awardees do not have to go through the full registration process to obtain a Unique Entity ID (SAM).

2: MyFloridaMarketPlace (MFMP) Vendor Information Portal – Vendor Registration

Website: <https://vendor.myfloridamarketplace.com>

Phone: 866-352-3776

Email: vendorhelp@myfloridamarketplace.com

An online registration to become a vendor with the State of Florida. Vendors would also use MFMP to update and review their payment addresses and contact information. The vendor must accept the terms of MFMP for their account to become active. Once registration is complete, MFMP should direct vendors to the State of Florida Vendor Website to register their W-9.

3: State of Florida Vendor Website – Substitute Form W-9 Registration

Website: <https://flvendor.myfloridacfo.com>

Phone: (850) 413-5519

Email: FLW9@myfloridacfo.com

Paper W-9s are no longer accepted by the state, and must be submitted electronically by the vendor as a Substitute Form W-9 for tax purposes. Registration of a W-9 is a two-step process: registration and submitting the W9. When both steps are complete, DFS electronically verifies tax information with the IRS, which can take up to 4 business days. **Registrants should review the W-9 Website Training video and W-9 FAQs on the website before they register.**



Tips for the Vendor Website:

- Cannot be used on mobile devices such as smartphones or tablets.
- Works best in Internet Explorer 8 or newer. Will also work in Google or Firefox, however if one browser does not work, DFS will suggest they try another.
- If the vendor receives errors when trying to register, DFS will suggest they open a new window and **manually** type "flvendor.myfloridacfo.com". DO NOT use pre-populated or saved links!
- Once a Taxpayer ID Number (TIN) has been submitted, it cannot be changed. If a vendor has entered an incorrect TIN, they will need to go back to Step 1, registering with the correct TIN. Everything else can be updated.

For any other issues, please contact the Vendor Management Section at the above phone number.

Optional: Department of Financial Services – Direct Deposit Section (EFT)

Website:

<https://www.myfloridacfo.com/Division/AA/Vendors/default.htm>

Phone: (850) 413-5517 Email: directdeposit@myfloridacfo.com

There is currently no way to electronically register for direct deposit or electronic funds transfer (EFT) with the State of Florida. All payments are sent by paper warrant automatically. Registration for direct deposit can be a lengthy, manual process, they should begin as early as possible after they have registered on the above websites. Contact the Direct Deposit section for instructions on how to register, or to verify direct deposit status.



RECOVERY BUREAU RISK ASSESSMENT QUESTIONNAIRE

Per 2 CFR § 200.331, the Recovery Bureau Compliance Unit is required to monitor Subrecipients of Public Assistance funds using a risk-based approach to ensure Subrecipients comply with all financial, administrative and programmatic requirements. To determine the necessary type and level of Subrecipient monitoring, the Compliance Unit must first conduct a Risk Assessment.

Please fill out the enclosed questionnaire to assist the Compliance Unit in understanding Subrecipient's prior experience and current grants management structure. This questionnaire must be completed prior to execution of the Subgrant Agreement.

Instructions:

Select the most accurate answer for each question and provide additional information in the comment sections, if necessary. Return the completed Risk Assessment Questionnaire with the Subgrant Agreement package.

For questions regarding the Subrecipient Monitoring Program or assistance completing the questionnaire, please contact the Compliance Unit via email at fdem-pa-compliance@em.myflorida.com.



RECOVERY BUREAU RISK ASSESSMENT QUESTIONNAIRE

Declaration Number: _____

Subrecipient Name (Entity): _____

Fiscal Year End Date: _____

Risk Assessment Completed by: _____ Date: _____

1. Has this entity ever been suspended or debarred?

- A. No, this entity has not been suspended or debarred within the last 10 years.
- B. Yes, this entity has been suspended or debarred in the last 4-10 years.
- C. Yes, this entity is currently or has been suspended or debarred within the last 3 years.

Comments:

2. Has this entity been ever been awarded Federal funding?

- A. Yes, the entity has been awarded Federal funding for at least 5 out of the last 10 years.
- B. Yes, the entity has been awarded Federal funding for 2-4 out of the last 10 years.
- C. No, the entity does not have any experience with a Federal Grants program or has only been awarded Federal funding for 1 year or less out of the last 10 years.

Comments:

3. Has this entity been awarded Public Assistance funding within the last 10 years?

- A. Yes, this entity has been awarded Public Assistance funding for 2 or more events.
- B. Yes, this entity has been awarded Public Assistance funding for 1 event.
- C. No, this entity has not been awarded Public Assistance funding.

Comments:



RECOVERY BUREAU RISK ASSESSMENT QUESTIONNAIRE

4. Does this entity have experience with projects in the Public Assistance Program within the last 10 years?(choose all that apply)

- A. Yes, obligated large projects.
- B. Yes, obligated small projects.
- C. No.

Comments:

5. Was a Federal Single Audit required and performed for this entity's most recent fiscal year?

- A. Yes.
- B. No, but this entity has been audited by an independent auditor yearly for the last 3 years.
- C. No, this entity has not been audited yearly for the last 3 years.

Comments:

6. Has there been turnover within the last year of key personnel responsible for Grants Management (e.g. Chief Executive Officer, Accounting Director, Grant Manager and Personnel Officer)?

- A. No.
- B. Yes, there has been turnover in one (1) Key Personnel position.
- C. Yes, there has been turnover in more than one (1) Key Personnel position.

Comments:



RECOVERY BUREAU RISK ASSESSMENT QUESTIONNAIRE

7. Do key personnel responsible for Grants Management (e.g. Chief Executive Officer, Accounting Director, Grant Manager and Personnel Officer) have experience with Federal Grants Programs?

- A. Yes, all key personnel have at least one(1) year of experience with Federal Grants Programs.
- B. One (1) key personnel does not have at least 1 year of experience with Federal Grants Programs.
- C. Two (2) or more key personnel do not have at least 1 year of experience with Federal Grants Programs.

Comments:

8. Is this entity's accounting system automated (e.g. QuickBooks, Sage) AND can track the revenues and expenditures of program funds separately for each project?

- A. Yes.
- B. No. The entity's accounting system is manual, but can track the revenues and expenditures of program funds separately for each project.
- C. No, the entity's accounting system is unable to track the revenues and expenditures of program funds separately for each project.

Comments:

9. Written Policies and Procedures

This entity has written policies and/or procedures addressing (choose all that apply):

- | | |
|-------------------------|-----------------------------|
| Accounting | Ethics |
| Conflict of Interest | Inventory, Property, and |
| Internal Controls | Equipment Records Retention |
| Procurement | |
| Timekeeping and Payroll | |

Comments:



RECOVERY BUREAU RISK ASSESSMENT QUESTIONNAIRE

10. Anticipated Project Amounts by Category of Work: (if known)

Category A: \$ _____

Category B: \$ _____

Category C: \$ _____

Category D: \$ _____

Category E: \$ _____

Category F: \$ _____

Category G: \$ _____

Category Z: \$ _____

For FDEM Use Only

FDEM Comments:

Risk Assessment Reviewed by: _____ Date: _____

Preliminary Result:

Risk Rating:

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
February 15, 2023

Agenda Item:

Estero on the River Non-Native Plant Treatments

Motion to approve award of Request for Bids No. RFB 2023-01, Estero on the River Non-Native Invasive and Nuisance Plant Treatments to Milborne, LLC to provide the services as provided in the contract, at a grand total cost of \$82,317.41.

Also approve a contingency fund amount of \$8,230 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur.

Authorize the Village Manager to execute the contract documents on behalf of the Village of Estero Council.

Background:

In 2019, the Village of Estero purchased the approximately 32 ac property (part of an overall larger purchase) that is bounded by the Estero River to the north, Corkscrew Road to the south, US 41 to the west and the Seminole Gulf Railway to the east. A location map has been attached.

While the property is in good condition with many native plants, there are also many non-native invasive and nuisance plants on the property.

Description:

The Village of Estero worked with an environmental consultant to prepare a scope of services for removing non-native and invasive nuisance plants from the property.

Following are excerpts from project/bid scope.

- Remove all Florida Invasive Species Council (FISC) listed Category 1 and 2 Exotic Plants.
- Removal of structurally unsound trees within 20-ft of trails, structures, fences, powerlines, and boundary.

- Large bamboo species will not be treated.
- Small bamboo species will be treated.
- Mango trees will not be treated.

The Village of Estero requested bids to perform the non-native invasive and nuisance plant treatments at the Estero on the River property. Bids were received on February 1, 2023. The Village received two bids from qualified contractors.

The action requested completes the competitive bid process by approving award of the bid and accompanying contract to the lowest responsive and responsible bidder.

Staff has attached firm ownership disclosure of greater than 5% as recommended by the Village Attorney.

Action Requested:

Approve award of Request for Bids No. RFB 2023-01, Estero on the River Non-Native Invasive and Nuisance Plant Treatments to Milborne, LLC to provide the services as provided in the contract, at a grand total cost of \$82,317.41.

Also approve a contingency fund amount of \$8,230 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur.

Authorize the Village Manager to execute the contract documents on behalf of the Village of Estero Council.

Process and Timeline:

The Bid requesting sealed/competitive pricing was advertised on January 5, 2023, and two (2) responses were received on February 1, 2023.

The project bid documents, and contract require the contractor to start construction 30-days after notice to proceed (fully executed contract) and the project to be completed within 21 days of the start of the project. The total project will be completed within 51 days of the project's notice to proceed.

Financial Impact:

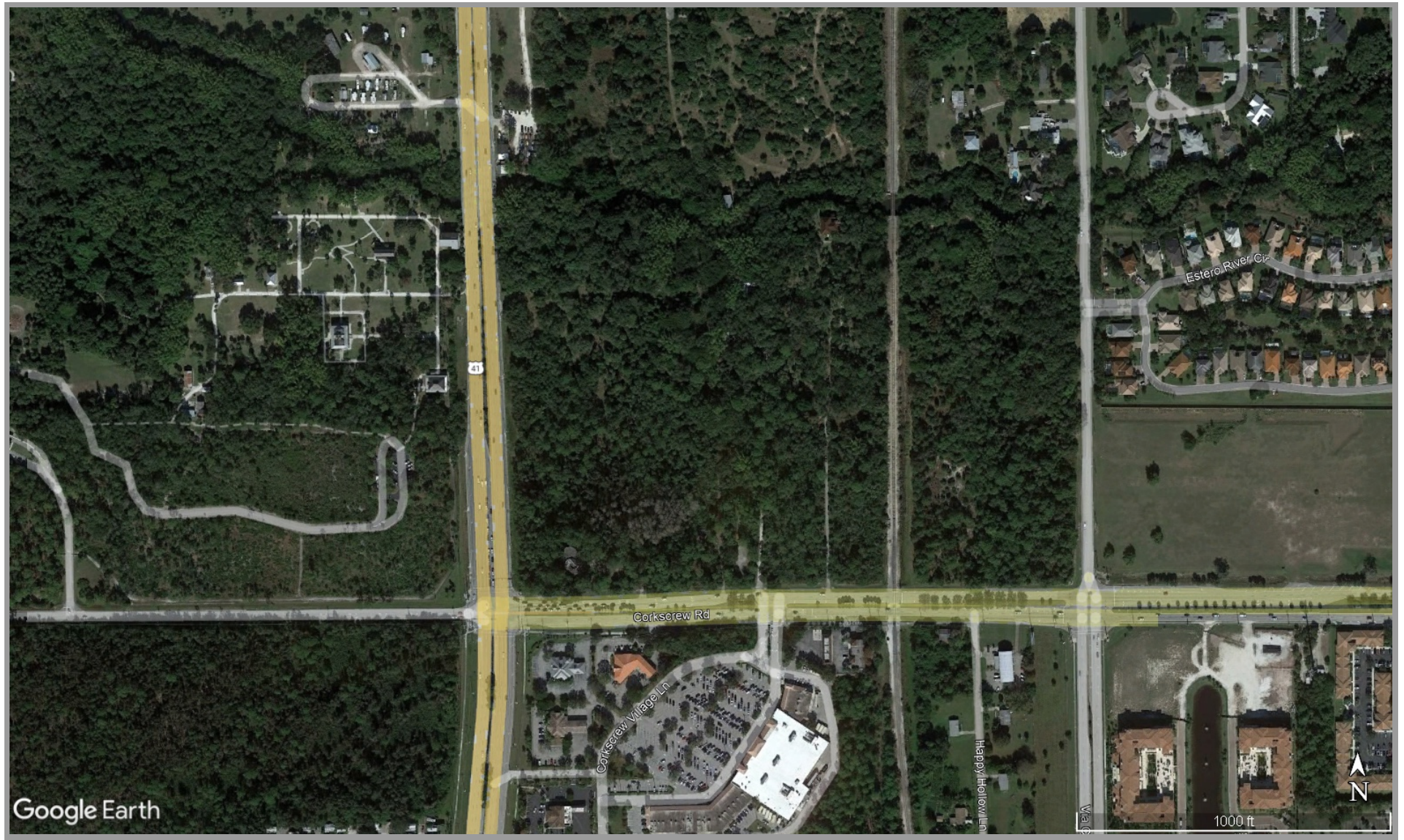
The financial impact of the proposed project is \$90,547.41. This includes the contract amount plus a 10% contingency.

This project will utilize a portion of the Estero on the River Improvement Project budget of \$2,250,000 included in the Fiscal Year 2022-2023 Capital Projects Fund.

Prepared by: David Willems, P.E.

Attachments:

1. Location Map
2. Bid - Milborne, LLC
3. Contract
4. Vendor Disclosure Form



Bid No.: RFB 2023-01

PROJECT NO.: RFB 2023-01

DUE DATE: January 27, 2023

AND TIME: 2:00 PM

LOCATION: Estero Village Hall
9401 Corkscrew Palms Circle
Estero, FL 33928

As stated above, the due date and time for responses is: January 27, 2023 at 2:00 p.m. **The hard copy submittal requirements within the package are waived and there will be no public opening scheduled. Please submit your bid response electronically to me via email at the following address: franceschini@estero-fl.gov**

INVITATION TO BID

TITLE:

ESTERO ON THE RIVER NON-NATIVE INVASIVE
AND NUISANCE PLANT TREATMENTS

Advertised Date: January 5, 2023

REQUESTER: VILLAGE OF ESTERO, FLORIDA

ADDRESS
9401 CORKSCREW PALMS CIRCLE #101
ESTERO, FL 33928

VILLAGE CONTACT:
BOB FRANCESCHINI, C.P.M., CPPB
PHONE NO.: 239-319-2821
EMAIL: franceschini@estero-fl.gov

Bid No.: RFB 2023-01

INSTRUCTIONS TO BIDDERS

Sealed Bids will be received by the VILLAGE OF ESTERO, until the time and date specified on the cover sheet of this "Invitation to Bid", and opened immediately thereafter by the Village Manager or designee.

Any questions regarding this solicitation should be directed to the Village Contact listed on the cover page of this solicitation, or by calling the Village of Estero Administration at (239) 221-5035.

1. SUBMISSION OF BID:

- a. Bids must be sealed in an envelope, and the outside of the envelope should be marked with the following information:
 1. Marked with the words "Sealed Bid".
 2. Name of the firm submitting the Bid.
 3. Title of the Bid.
 4. Bid Number.
 5. Bid Due Date.
 6. Contact e-mail and telephone number.
- b. The bid must be submitted as follows:
 1. The original consisting of the Village's Bid Forms completed and signed, and where applicable, corporate and/or notary seals attached. (Mark as "Original".)
 2. A copy of the original Bid Forms for the Village Manager. (Mark as "Copy".)
 3. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your bid (i.e., required submittals, literature, technical data, financial statements).
 4. Warranties and guarantees against defective materials and workmanship (if applicable).
 5. Provide one (1) flash drive of the entire submission documents (do not lock any files) – as one single Adobe PDF file in the same order as the original hard copy. Please limit the color and number of images to avoid unmanageable file sizes.
- c. RESPONSES RECEIVED LATE: The delivery of Bid package to Village of Estero prior to or on the time and date as stated is solely and strictly the responsibility of the Bidder. Village of Estero shall not be responsible for delays caused by the E-mail System(s), United States Postal Service, Overnight Express Mail Services, or for delays caused by any other occurrence. The Village expressly reserves the sole and exclusive right to accept or reject a late Bid when the lateness is due to matters beyond the control of any third party delivery service. Late Bids may be returned to the Bidder with the notation: "This Bid was received after the specified deadline time". All references to date and time herein reference Estero, FL local time.
- d. VILLAGE RESERVES THE RIGHT: The Village reserves the right to exercise its discretion, to waive minor informalities in any response; to reject any or all responses with or without cause; or to accept the response that in its judgment will be in the best interest of the Village. Further, the Village, in its sole discretion, reserves the right to separately quote any project that is outside the scope of this solicitation, whether through size, complexity, or dollar value.

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- e. EXECUTION OF SOLICITATION: All responses must contain the signature of an authorized representative of the vendor in the space provided on the anti-collusion page. All responses shall be typed or printed in ink. Do not use erasable ink. All corrections made to the response shall be initialed.
- f. CALCULATION ERRORS: In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All bids will be reviewed mathematically and corrected, if necessary, using these standards, prior to further evaluation.
- g. ADDITIONS/REVISIONS/DELETIONS: Additions, revisions or deletions to the general conditions, specifications that change the intent of the solicitation may cause the solicitation to be non-responsive and the response may not be considered. The Village Manager shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

2. ACCEPTANCE & SHIPPING

The materials and/or services delivered under the solicitation shall remain the property of the Bidder until a physical inspection and actual usage of these materials or services is accepted by the Village and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials or services provided to the Village are found to be defective or do not conform to specifications, the Village reserves the right to obtain the services of another Bidder.

Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the Bidder unless otherwise agreed upon in writing prior to service. It shall be the Bidder's responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O.B. Destination.

3. GENERAL INFORMATION

Only submissions received from responsive and responsible firms will be considered. The Village reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the firm to perform. Any entity that will have access to Village facilities or property may be required to be screened to a level that may include, but is not limited to; fingerprints, statewide criminal background checks. Costs for such screening will be the responsibility of the awarded respondent.

Submissions may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the firm to assure good faith performance. All respondents will also be evaluated on their past performance and prior dealings with the Village (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) with poor or unacceptable past performance may result in disqualification.

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4. RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES

Bidders shall observe and obey all laws, ordinances, rules and regulations of the federal, state, and local government which may be applicable. Violations are grounds for unilateral termination of the awarded agreement.

Any involvement with the Village of Estero shall be in accordance with but not limited to:

- a. Authorized to transact business and properly licensed in the State of Florida at the time of bid submittal. Copies of all necessary permits or licenses must be provided with bid submittal.
- b. Compliance with Federal Occupational Safety and Health Administration standards and regulations.
- c. Compliance with any applicable Environmental Protection Agency regulations.
- d. Chapter 112, Part III, Code of Ethics, Florida Statutes, regarding public officers and employees, as well as, conflict of interest and business relationship disclosure requirements.
- e. Chapter 119, Florida Statutes, Public Records.
- f. Chapter 215, Florida Statutes, regarding scrutinized companies and business operations.
- g. Chapter 255, Florida Statutes, regarding the construction of public facilities.
- h. Compliance, if applicable, with the Consultant's Competitive Negotiation Act; Section 287.055, Florida Statutes.
- i. Chapter 287, Florida Statutes, regarding the procurement of personal property and services.

5. VILLAGE OF ESTERO PAYMENT PROCEDURES

All Bidders are requested to email invoices to: accountspayable@estero-fl.gov

Should you prefer to mail your invoice, please send it to the following address:

Village of Estero
9401 Corkscrew Palms Circle #101
Estero, FL 33928

All invoices will be paid as directed by the Village payment procedure and in accordance with the Local Government Prompt Payment Act unless otherwise differently stated in the detailed specification portion of this project.

Village will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, or bidder for the preparation of these specifications.

Village of Estero is generally a tax-exempt entity. Village will only pay those taxes for which it is obligated, and will provide a Certificate of Exemption furnished by the Department of Revenue. All respondents should include in their response all sales or use taxes which they will pay when making purchases of material or subcontractor's services.

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6. WAIVER OF CLAIMS

Once this contract expires, or final payment has been requested and made, the awarded bidder shall have no more than **30 calendar days** to present or file any claims against the Village concerning this contract. After that period, the Village will consider the bidder to have waived any right to claims against the Village concerning this agreement.

7. AUTHORITY TO PIGGYBACK

It is hereby made a precondition of any response and a part of these specifications that the submission of any document in response to this request constitutes a response made under the same conditions, for the same price, and for the same effective period as this response, to any other governmental entity. The Village of Estero will not be financially responsible for the purchases of other entities from this solicitation.

8. ANTI-DISCRIMINATION

In accordance with the provisions of Title VI of the Civil Rights Act of 1964, it is expressly understood that minority business enterprises will be afforded full opportunity to submit responses and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. Furthermore, the Village has the right to terminate any awarded contract upon receipt of evidence of discrimination and hereby notifies all potential respondents that it will affirmatively ensure that any and all respondents must comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. All respondents in accepting an award under this solicitation for itself, its successors in interest and assignees, including subcontractors and subcontractors, covenant and agree to comply with the anti-discrimination provisions of this solicitation.

Village may require any awarded respondent to submit reports as may be necessary to indicate non-discrimination. Village officials will be permitted access to vendor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws. Awarded respondents must post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (viewable at the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

9. TIEBREAKER

Except as provided by paragraph 8 above whenever two or more bids, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, from responsive and responsible bidders, the award or the first opportunity to negotiate, as applicable, shall be determined by the flip of a coin to determine final outcome.

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If an award or negotiation is unsuccessful with the initial bidder, award or negotiations may commence with the next lowest bidder, utilizing the tiebreaker steps above to make the determination of the next lowest bidder where the next lowest bidder would similarly be equal.

10. AUDITABLE RECORDS

The selected Bidder will maintain all records directly pertaining to or connected with the services under this solicitation which must be readily available and accessible at respondent's local offices for the purpose of inspection, audit, and copying during normal business hours by the Village, and to other persons in accordance with Florida's public records laws.

Bidder will fully cooperate with all public records requests by providing the necessary records to the Village promptly upon notice unless the records are exempt. Failure by a Bidder to promptly respond to notices requesting records constitutes grounds for unilateral cancellation by the Village at any time, without recourse. Records may be provided in the form or format in which they are kept including electronic files. Bidder's right to claim an exemption from disclosure shall not be deemed failure to comply with this article.

Additionally, Bidder will maintain auditable records concerning this solicitation adequate to account for all receipts and expenditures, and to document compliance with the procurement specifications. These records must be kept in accordance with generally accepted accounting methods, and Village reserves the right to determine the record-keeping method required in the event of non-conformity.

All records must be maintained for five (5) years after the expiration of any contract hereunder or final payment has been requested and made, whichever occurs last. Bidder will require all subcontractors to comply with the provisions of this section. If the records are unavailable locally, it shall be the Bidder's responsibility to ensure that all required records are provided at the Bidder's expense all costs in accessing records maintained out of the county. The direct costs of copying records will be borne by the requesting party.

It is understood and agreed that all records and data prepared or obtained by the Bidder in connection with its services hereunder, including all documents bearing the professional seal of the successful respondent, shall be delivered to and become the property of the Village prior to final payment. This includes any electronic versions such as CAD or other computer aided drafting programs.

11. TERMINATION

Any agreement as a result of this solicitation may be terminated by either party giving thirty (30) calendar days advance written notice. The Village reserves the right to accept or not accept a termination notice submitted by the bidder, and no such termination notice submitted by the bidder shall become effective unless and until the vendor is notified in writing by the Village of its acceptance.

The Village Manager may immediately terminate any agreement as a result of this solicitation for emergency purposes.

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12. CONFIDENTIALITY

All submissions are subject to public disclosure and will not be afforded confidentiality, unless exempt as provided by Florida Statutes.

If information is submitted with a response that is deemed "Confidential" the respondent must stamp those pages of the response that are considered confidential. The respondent must provide documentation as to validate why these documents should be declared confidential in accordance with Florida's public record laws.

The Village will not reveal engineering estimates or budget amounts for a project unless required by grant funding or until required by Section 337.168, Florida Statutes.

13. ANTI-LOBBYING CLAUSE

All respondents are hereby placed on formal notice that the Village Council, candidates for Village Council, employees of the Village of Estero Government, or any members of any evaluation review committees established for this solicitation are not to be lobbied, either individually or collectively, concerning this solicitation. Respondents and their agents who intend to submit Letters of Interest, qualifications, or have submitted responses for this solicitation are further placed on formal notice that they are not to contact the aforementioned for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled. Any such lobbying activities may cause immediate disqualification for this project. This prohibition begins with the issuance of any solicitation and ends upon issuance of a Notice to Proceed or when the solicitation has been canceled.

14. INSURANCE

A certificate of insurance as required by the solicitation documents must be in the response to this ITB.

15. INQUIRIES AND ADDENDUMS

Each respondent must examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be made in writing, submitted at least eight (8) calendar days prior to the date when the response is due.

Responses and other clarifications will be in the form of an Addendum posted on www.estero-fl.gov. It is solely the firm's responsibility to check the website for information. No notifications will be sent by the Village.

All addenda shall become part of the solicitation and Contract Documents.

The Village shall not be responsible for oral interpretations given by any Village employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the Village is the only official method whereby interpretation, clarification or additional information can be given.

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16. SUBCONTRACTORS AND SUBCONSULTANTS

No principal respondent to this solicitation may also be listed as a subcontractor or subconsultants to another firm submitting a proposal under this same solicitation. Should this occur, all responses from the involved firms will be considered non-compliant and rejected for award. Subcontractors or subconsultants may be listed on multiple proposals for the same solicitation, however, the use of subs under this solicitation is not allowed without prior written authorization from the Village.

17. WITHDRAWAL OF BID

A respondent may withdraw any submission at any time prior to the opening of the solicitation.

Requests to withdraw must be made in writing to the Village Manager who will approve or disapprove the request.

After submissions are opened, but prior to award of any contract, the Village Manager may allow the withdrawal only if the Village Manager finds evidence that at least one of the following circumstances were met: (1) the respondent acted in good faith in submitting their bid. (2) the mistake in the response preparation is of such a magnitude that to enforce compliance would cause a severe hardship on the respondent. (3) the mistake was not the result of gross negligence by the respondent, and (4) the mistake was found and communicated to the Village prior to the Village having formally made a formal award. Notwithstanding the foregoing, a response may be withdrawn for a period of 180 calendar days after the scheduled time for opening of the solicitation, if an award has not been made.

18. PROTEST RIGHTS

Any person whose bid or proposal is rejected, in whole or in part, or who submits a formal bid or proposal but is not awarded the contract may protest such decision, but only strict compliance with this section. Failure to follow the protest procedures requirement within and the time frames as prescribed herein shall constitute a waiver of your protest and any resulting claims.

"Decisions" are posted on the Village of Estero website. Bidders are solely responsible to check for information regarding the solicitation. www.estero-fl.gov/

In order to preserve your right to protest, an aggrieved bidder must file a written "Notice of Intent to File a Protest" with the Village Manager by 4:00 PM on the third (3) working day after the decision affecting their bid or potential bid is posted on the Village website.

The notice must clearly state the basis and reasons for the protest and must be physically received by the Village Manager within the required time frame. No additional time is granted for mailing.

To secure your right to protest an aggrieved bidder ("protestor") will also be required to post a "Protest Bond" and file a written "Formal Protest" document within 10 calendar days after the "Notice of Intent to File a Protest". A Protest Bond shall be in the form of a certified check, cashier's check or money order made payable to the Village of Estero in an amount not less than five percent (5%) of the protester's bid, or in the amount not less than five percent (5%) of the lower responsive bid received by the Village in the case of submission of a "no bid" protester. In

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cases of a request for proposals then the amount of the Protest Bond shall be not less than five percent (5%) of the contract awarded by the Village for the accepted proposal.

Upon receipt of a Formal Protest the Village Manager will forward such protest to the Village Attorney, who shall review the protest and prepare findings of fact and conclusions as to the validity of the protest within 10 calendar days of its receipt and provide that decision to the protestor. The protestor shall have three (3) working days to appeal to the Village Council. The appeal shall be scheduled for a public hearing on the next available Village Council meeting. The Council shall consider the all competent substantial evidence presented at the hearing and render a decision. If the protestor's appeal is denied the Protest Bond shall be immediately forfeited in its entirety to the Village.

19. MATERIAL SAFETY DATA SHEETS (MSDS) – IF APPLICABLE

In accordance with Chapter 443 of the Florida Statutes it is the vendor's responsibility to provide the Village with Material Safety Data Sheets (MSDS) on bid materials, as may apply to this procurement.

20. PRE-BID CONFERENCE

There will be no formal pre-bid conference scheduled for this project. However, the Village strongly suggests that bidders visit the site of this work and acquaint themselves with the conditions as they exist and operations to be carried out under this bid. Vendors shall make such investigations as they may see fit so that they may fully understand the facilities, difficulties and restrictions attending the execution of the work under this bid. All questions must be submitted formally in writing to the Village Contact noted on the first page of the bid document. A formal response will be provided in the form of an addendum.

21. QUALITY GUARANTEE/WARRANTY

Bidder will guarantee their work without disclaimers, unless specifically approved the by Village, for a minimum of twelve (12) months from the date of final completion.

Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion or acceptance for equipment.

Unless otherwise specifically provided in the specifications, any equipment must be similarly warranted for twelve (12) months, shipping, parts, and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the Village.

If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers, or distributors of such products or the specifications listed, the vendor shall pick up the product from the Village at no expense to the Village. The Village reserves the right to reject any or all materials, if in its judgment the item

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reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund to the Village any money which has been paid for same.

22. NEGOTIATED ITEMS

Any item not outlined in the Invitation to Bid may be subject to negotiations between the Village and the successful Bidder.

After award of this bid the Village reserves the right to add or delete items or services at prices to be negotiated at the time of addition or deletion.

At contract renewal time(s) or in the event of significant industry wide market changes, the Village may negotiate justified adjustments such as price or terms, if in its sole judgment, the Village considers such adjustments to be in its best interest.

23. AGREEMENT FORTHCOMING

The awarded Bidder will be issued a Notice to Proceed as the final determination of award, in the event additional terms or agreements are not required the terms of this solicitation shall form the full and complete basis of the agreement between the Village and the successful Bidder.

24. MISCELLANEOUS

- a. No amount of work is guaranteed upon award or contract.
- b. Award or contract does not entitle any bidder to exclusive rights to Village contracts.
- c. Vehicle travel mileage is considered incidental to the work and not an extra expense. Similarly, man-hours spent in travel time to and from work or the job site(s), are not compensable.
- d. Village reserves the right to add or delete, at any time, any or all items or services associated with this solicitation, utilize other responsive bidders or in-house resources.
- e. Florida law shall govern this solicitation and the Contract Documents with venue for any action brought under this solicitation or the Project being in Lee County, Florida.

End of Terms & Conditions Section

Bid No.: RFB 2023-01

VILLAGE OF ESTERO, FLORIDA
PROPOSAL QUOTE FORM
FOR
ESTERO ON THE RIVER NON-NATIVE INVASIVE AND
NUISANCE PLANT TREATMENTS

DATE SUBMITTED: February 1, 2023VENDOR NAME: Milborne, LLCTO: The Village of Estero
Estero, Florida

Having carefully examined the "General Provisions", and the "Special Provisions", all of which are contained in the Contract Documents, the Undersigned proposes to furnish the following which meets these specifications:

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK THE VILLAGE OF ESTERO WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE VILLAGE WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

The undersigned acknowledges receipt of Addenda numbers: 01

GRAND TOTAL COST TO PERFORM
THE ESTERO ON THE RIVER
NON-NATIVE INVASIVE AND NUISANCE PLANT TREATMENTS
AS SPECIFIED HEREIN:

\$82,317.41

TO BE STARTED WITHIN 30 CALENDAR DAYS AFTER RECEIPT OF NOTICE TO PROCEED AND COMPLETED WITHIN 21 CALENDAR DAYS OF START.

Bidders should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the bid may be grounds to reject the bid.

Are there any modifications to the bid or specifications:

YES _____ NO X _____

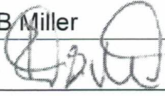
Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the bidder being declared nonresponsive or to have the award of the bid rescinded by the Village.

MODIFICATIONS:

Bid No.: RFB 2023-01

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED VENDOR HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS RESPONSE WITH OTHER VENDORS AND HAS NOT COLLUDED WITH ANY OTHER VENDOR OR PARTIES TO A RESPONSE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS.

FIRM NAME Milborne, LLCBY (Printed): Robert B MillerBY (Signature): TITLE: Executive Vice PresidentFEDERAL ID # OR S.S.# 45-2992296ADDRESS: 318 Poinciana Island DriveSunny Isles Beach, FL 33160PHONE NO.: 786-231-6621CELLULAR PHONE NO.: 305-763-0915E-MAIL ADDRESS: rmiller@milbornellc.com

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VILLAGE OF ESTERO, FLORIDA
INVITATION TO BID
FOR
ESTERO ON THE RIVER NON-NATIVE INVASIVE
AND NUISANCE PLANT TREATMENTS

SCOPE

The purpose of this bid is to solicit prospective bidders to perform non-native invasive and nuisance plant treatments Estero on the River.

EXAMINATION OF SITE

There will be no formal pre-bid conference scheduled for this project. However, the Village strongly suggests that bidders visit the site of this work and acquaint themselves with the conditions as they exist and operations to be carried out under this bid. Vendors shall make such investigations as they may see fit so that they may fully understand the facilities, difficulties and restrictions attending the execution of the work under this bid. Open access to the site will be offered from January 16, 2023 to January 18, 2023.

BASIS OF AWARD

The Village intends to award to a single bidder – lowest Grand Total Cost.

DETAILED SPECIFICATIONS AND SCOPE OF WORK**Project Location**

The project area is located at the intersection of US 41 and Corkscrew Road. The property extends from US 41 east to the Seminole Gulf Railways property and from Corkscrew Road north to the Estero River.

Access to the property is located along Corkscrew Road and US 41.

A map illustrating the project location is accompanies this bid package.

Project Description

The project involves treatment of all currently Florida Invasive Species Council (FISC) listed Category 1 and 2 exotic plants and select nuisance plants described below on the southern 40 acres of the park, following the park boundary including nonnative invasives in the fence line. Additional work includes the removal of all widow makers and unsafe trees or limbs within 20 feet of trails, structures, fences, powerlines, and the boundary. Structurally unsound trees within 20 feet of the trails, structures, fences, powerlines, and boundary shall be removed and structural pruning of native hurricane damaged trees over 20" diameter at breast height that can fall on structures, the driveways, trail system, fences and powerlines. Non-native trees with structural damage within 20 feet of trails, driveways, powerlines, structures, boundaries, river and cypress wetland shall be cut down and moved at least 20 feet from the trails, driveways, powerlines, structures, boundaries, river and cypress wetland.

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Treatment for this project can be basal, cut stump, or foliar and the biomass can be left in place as long as it is not on or over a fence, gopher tortoise burrow, off property or on a fireline/trail, within the river or within the cypress wetland. The treatment proposal is to cut, remove and treat all FISC and nuisance species within 10 feet of the river, structures, trails, driveways, fences, powerlines, boundary and the cypress wetland so that as the trees and shrubs die they do not fall in or on these areas. Nonnative trees and shrubs shall be removed from the cypress wetland in anticipation of jurisdictional agency permitting requirements. Village of Estero staff will open any gates to provide access to the property.

Exotic species recently observed in the project area include but are not limited to bishopwood (*Bischofia javanica*), Brazilian pepper (*Schinus terebinthifolius*), earleaf acacia (*Acacia auriculiformis*), tropical almond (*Terminalia catappa*), orchid tree (*Bauhinia variegata*), Australian pine (*Casuarina equisetifolia*), carrotwood (*Cupaniopsis anacardioides*), climbing cassia (*Senna pendula*), chinaberry (*Melia azedarach*), woman's tongue (*Albizia lebbek*), melaleuca (*Melaleuca quinquenervia*), Senegal date palm (*Phoenix reclinata*), Java plum (*Syzygium cumini*), umbrella tree (*Schefflera actinophylla*), Surinam cherry (*Eugenia uniflora*), lead tree (*Leucaena leucocephala*), guava (*Psidium* spp.), downy rose myrtle (*Rhododmyrtus tomentosa*), castor bean (*Ricinus communis*), lantana (*Lantana camara*), caesarweed (*Urena lobata*), shrimp plant (*Justicia brandegeana*), wedelia (*Sphagneticola trilobata*), kalanchoe (*Kalanchoe* spp.), umbrella sedge (*Cyperus involucratus*), bowstring hemp (*Sanseveria trifasciata*), Guineagrass (*Megathyrsus maximum*), cogongrass (*Imperata cylindrica*), natal grass (*Melinis repens*), balsam apple (*Momordica balsamina*), rosary pea (*Abrus precatorius*), and coral vine (*Antigonon leptopus*).

Non FISC plants that are nuisance and should be treated include all species of bamboo (with a diameter less than 2-inches) and philodendrons as well as select mangoes and Ficus (these trees will be marked with flagging).

The Contractor will provide one (1) thorough treatment across the project area.

Work Specifications

- The Village of Estero staff will select a contractor.
- Contractors must use the most recent edition of the FISC List at time of herbicide application.
- The contractor shall only use herbicides approved for use by the FDEP and the Village of Estero. Herbicides shall be applied per manufacturer's recommendations by a state licensed pesticide applicator, licensed in natural areas. The contractor shall adhere to all federal, state, and local regulations governing the application, transportation, storage, use, and disposal of products used in performance of this contract. The contractor shall, upon request, supply the Village of Estero with a copy of the Material Safety Data Sheet for each type of herbicide used.
- All herbicides shall contain a fluorescent non-toxic dye to allow for monitoring of herbicide dispersal.
- The contractor must apply herbicides in such a manner as to protect non-target organisms, the environment, and the public.
- Herbicides are not to be applied:

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- Within 2 hours of rainfall (previous or eminent).
- If the vegetation is wet.
- In windy conditions.
- Any biomass resulting from cut stump treatments must not be placed or left on fence lines, fire lines, designated trails, railroad tracks, roadsides, on top of burrows or outside of the park boundary or within boundaries as described above.
- Damage to any existing infrastructure, including underground utility lines, private property, fences, berms, roads or buildings caused by contractor is the responsibility of the contractor to repair and not the Village of Estero.
- Contractor must ensure all on-site crew members know how to identify the FISC listed invasive exotics from the native vegetation, especially the grasses.
- All trash generated during the work will be removed from the site and properly disposed of offsite by the contractor.
- Contractor must have experience in successfully working in wetlands and mitigation areas.
- Prior to delivering staff and equipment, all vehicles, contractor gear/equipment will be washed and free of dirt, seeds or vegetation that could introduce exotics from other job sites onto the preserve. If vehicles travel off-site other than on paved roads, vehicles will need to be washed again before re-entering the preserve.
- Contractors enter the site at their own risk. Tree stumps, hurricane debris, changes in terrain and wet conditions may be encountered.
- All vehicles and equipment used while conducting treatments will have logos or printed paper on dashboards identifying the contracting firm and contact phone number.
- The Village of Estero will provide access to the property by unlocking gates during work hours.
- Vegetation may be hand pulled, foliar sprayed, basal barked or cut stump treated. Cut stump is the preferred method for woody species. Contractor must be aware of on-site conditions (e.g. water levels) when choosing herbicides to use on this project to prevent non-target death.
- Grass-specific herbicides and/or carefully selective backpack spraying shall be utilized in areas where exotic grasses are intermixed with a diversity of native herbaceous vegetation.
- Imazapyr shall not be used in pine or cypress areas.
- During the work, herbicide sheets must be submitted weekly to the project manager. These sheets must include the dates of treatment, herbicide and application rates, control methods (foliar, basal, cut stump, etc), target species, and acres treated.
- The contractor is responsible for ensuring herbicide use does not exceed the label rate.

Other Requirements and Provisions

Prior to commencement of this project, project manager must be notified of planned start date and estimated end date for work.

All herbicide treatment shall be at least 95% effective in preventing re-growth of target species with minimal non-target damage. If a 95% kill rate is not achieved within 45 days of the first

Bid No.: RFB 2023-01

treatment, the contractor shall be responsible for re-treatment of the area at no expense to Lee County. The 45 days will start from the date the contractor notifies the project manager that the work is completed. If contractor does not notify project manager of the completion date, staff will start the 45 days from when they do a site visit and confirm unit has been completed. Project manager may not get to the site for a week or two after the crew has completed the work, so it is in the best interest of the contractor to confirm completion date via text, email or phone call.

Invoices will not be processed until the project manager signs off on effectiveness of treatment meeting 95% kill. Invoices can be submitted at the completion of the treatment. The contractor shall provide a project summary detailing: dates of treatments, solution mixture (herbicide/ adjuvant/ surfactant) & percentage, total amount applied, species treated and acreage completed prior to invoice submittal.

No wildlife, including snakes, should be harmed or harassed. Gopher tortoise burrows are present on the preserve so use caution to not collapse burrows when encountered.

Utmost care and best management practices must be employed to ensure that non-target damage to these plants does not occur.

The Contractor shall be solely responsible for examining the project area identified on maps provided by the project manager to arrive at an accurate cost determination for the work involved during the time period of the year for which the work will occur. Contractor shall be responsible for determining the type and amount of equipment and labor necessary to complete the work in accordance with the specifications and contract time. Each payment shall be considered full compensation for all labor, equipment, tools, materials, disposal costs, mobilization, demobilization, and other items necessary and incidental to complete the specified work.

There will be no scheduled pre-bid site visit, but contractors are encouraged to inspect the management unit during a pre-bid inspection period. Access during this time will be provided through the access gate by a lock opened with combination code 2206. Once the project is awarded, the combination lock codes will be changed. Contractors will receive the updated combination to the lock when the project manager is notified of a project start date (by text, call, or email) at least 72-hours in advance (not counting weekends).

Project Time Frame

Bids for this project must be submitted no later than 2:00 PM on January 27, 2023 as directed within this bid package. The bids should include a grand total project cost. Project will be awarded to the lowest grand total project cost bid. A completed and detailed Invasive Plant Control Prescription Form is also required with each bid. The project will begin as soon as the contract is awarded by the Village of Estero.

End of Scope of Work and Specifications Section

Bid No.: RFB 2023-01

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: RFB 2023-001

Project Name: Estero on the Bay Non Native Invasive and Nuisance Plant Treatment

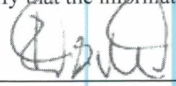
Please check as appropriate:

 I am the sole proprietor/owner. The company is not publicly held.

X The company is not publicly held.
The names and addresses of the owners having a greater than 5%
interest is attached.

 The company is publicly held.
The names and addresses of the owners having a greater than 5%
interest is attached.

I do hereby certify that to the best of my knowledge and belief certify that the information above and
attached is true and correct.

Signed: 

Vendor

Printed Name Robert B Miller

Company Name Milborne, LLC

Date: February 1, 2023

Bid No.: RFB 2023-01

NAMES & ADDRESSES OF OWNERS

NOTE: Please list individuals; the listing of a corporation(s) is NOT acceptable.

Katherine Kempner 318 Poinciana Island Drive, Sunny Isles Beach, FL 33160

Robert Miller 318 Poinciana Island Drive, Sunny Isles Beach, FL 33160

Bid No.: RFB 2023-01

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: RFB 2023-001PROJECT NAME: Estero on the Bay Non Native Invasive and Nuisance Plant Treatment

VILLAGE OF ESTERO WILL NOT INTENTIONALLY AWARD VILLAGE CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

VILLAGE OF ESTERO MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY VILLAGE OF ESTERO.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Milborne, LLC


Signature

Title

EXECUTIVE V.P.

Date

01-30-23

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was signed and acknowledged before me this 30 day of JANUARY, 2023, by ROBERT MILLER, who has produced

(Print or Type Name)

FL DRIVERS LICENSE as identification.

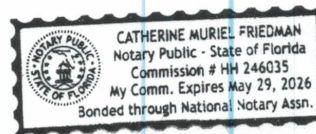
(Type of Identification and Number)


Notary Public Signature

Printed Name of Notary Public

CATHERINE M. FRIEDMAN

Notary Commission Number/Expiration

05/29/2026

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

Bid No.: RFB 2023-01

VILLAGE OF ESTERO, FLORIDA

STANDARD INSURANCE REQUIREMENTS

Minimum Insurance Requirements: The Village of Estero in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The Village reserves the right to request additional documentation regarding insurance provided.

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

\$500,000 per occurrence
 \$1,000,000 general aggregate
 \$500,000 products and completed operations
 \$500,000 personal and advertising injury

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

\$500,000 combined single limit (CSL)
 \$300,000 bodily injury per person
 \$500,000 bodily injury per accident
 \$300,000 property damage per accident

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

\$100,000 per accident
 \$100,000 disease limit
 \$500,000 disease – policy limit

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

Bid No.: RFB 2023-01

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Village Manager or designee for review and approval. The certificate shall provide for the following:
 - a. The certificate holder shall read as follows:
The Village of Estero, Florida
9401 Corkscrew Palms Circle
Estero, Florida 33928
 - b. "The Village of Estero, Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

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

Bid No.: RFB 2023-01

PUBLIC ENTITY CRIME FORM

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to Village of Estero
(Print name of the public entity)
- by Robert B Miller, Executive Vice President
(Print individual's name and title)
- for Milborne, LLC
(Print name of entity submitting sworn statement)

whose business address is 318 Poinciana Island Drive, Sunny Isles Beach, FL 33160

(If applicable) its Federal Employer Identification Number (FEIN) is 45-2992296

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime:
or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. *(Please indicate which statement applies.)*

Bid No.: RFB 2023-01

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(Signature)

February 1, 2023

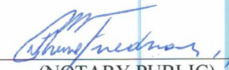
(Date)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____

ROBERT MILNER
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 30 day of JANUARY, 2023


(NOTARY PUBLIC)

My Commission Expires: 05/29/2026



Bid No.: RFB 2023-01

Scrutinized Companies Certification

1. This sworn statement is submitted with a bid, proposal, contract, or contract renewal _____
 _____, for Estero on the River Non Native and Nuisance Plant Treatments **Project or contract**
number **[Project name]**
 2. This sworn statement is submitted by Milborne, LLC _____ whose
[Name of entity submitting sworn statement]
 318 Poinciana Island Drive, Sunny Isles Beach, FL 33160
 business address is _____
 3. Federal Employer Identification Number (FEIN) is 45-2992296 _____ (or
 if the entity has no FEIN, include the Social Security Number of the individual signing this sworn
 statement).
 Robert B Miller
 4. My name is _____ and my relationship to the
 above is: **[Please print name of individual signing]**

 Executive Vice President
 5. Based on information and belief, the certification, which I have marked below, is true in relation to the
 entity submitting this sworn statement as required by §287.135, Florida Statutes.
- [] Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any amount)**
☒ The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List nor is it engaged in a boycott of Israel.
☐ The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List or is actively engaged in a boycott of Israel..
- [] Scrutinized Companies with Activities in Sudan List (bid, proposal or contract renewal for \$1 Million or more)**
☒ The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.
☐ The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.
- [] Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (bid, proposal or contract renewal for \$1 Million or more)**
☒ The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
☐ The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
- [] Business Operations in Cuba or Syria (bid, proposal or contract renewal for \$1 Million or more)**
☒ The entity submitting this sworn statement does not have business operations in Cuba or Syria.
☐ The entity submitting this sworn statement does have business operations in Cuba or Syria.

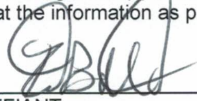
Pursuant to §287.135, Florida Statutes, if the Village determines the entity executing this Certification has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after this certification is executed, any associated contract with the Village may be subsequently terminated by the Village. Similarly, if the Village determines the entity is found to have submitted a false certification, is

Bid No.: RFB 2023-01

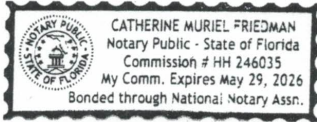
later placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations with Cuba or Syria, the Village may terminate any associated contracts with the entity.

Notwithstanding any other contract language to the contrary, the entity executing this Certification expressly assents to the termination provisions included herein as binding upon any contracts between it and the Village.

By the signature(s) below, I, the undersigned, as authorized signatory to commit the certifying entity, attest that the information as provided in this form is truthful and correct at the time of submission.


AFFIANT
Executive Vice President
Title
STATE OF FLORIDA COUNTY OF MIAMI-DADE
Robert B Miller
Typed Name of AFFIANT

The foregoing instrument was executed before me this 30 day of JANUARY, 2023.
by ROBERT MILLER as EXECUTIVE VICE PRESIDENT of MILBORNE, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced FL DRIVER'S LICENSE as identification.


(stamp)  NOTARY PUBLIC, State of FLORIDA

Bid No.: RFB 2023-01

VILLAGE OF ESTERO - BIDDERS CHECK LIST

IMPORTANT: Please read carefully and return with your response package. Please check off each of the following items as the necessary action is completed:

- _____ 1. The Solicitation has been signed and with corporate seal (if applicable).
- _____ 2. The Solicitation prices offered have been reviewed (if applicable).
- _____ 3. The price extensions and totals have been checked (if applicable).
- _____ 4. Substantial and final completion days inserted (if applicable).
- _____ 5. The original (must be manually signed) and 1 hard copy original and others as specified of the Solicitation has been submitted.
- _____ 6. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- _____ 7. All modifications have been acknowledged in the space provided.
- _____ 8. All addendums issued, if any, have been acknowledged in the space provided.
- _____ 9. Licenses (if applicable) have been inserted.
- _____ 10. Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
- _____ 12. The following Forms completed/signed/notarized as required: Vendor Disclosure Form, Affidavit Certification Immigration Laws, Insurance Certificate, Public Entity Crime Form, Trench Safety Form, Bid Bond and/or Certified Check, Scrutinized Companies Certification.
- _____ 13. Any Delivery information required is included.
- _____ 14. The mailing envelope has been addressed to:
Village of Estero
9401 Corkscrew Palms Circle #101
Estero, FL 33928
- _____ 15. The mailing envelope MUST be sealed and marked with:
Solicitation Number
Opening Date and/or Receiving Date
- _____ 16. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)
- _____ 17. If submitting a "NO BID" please write Solicitation number here _____ and check one of the following:
 - _____ Do not offer this product _____ Insufficient time to respond.
 - _____ Unable to meet specifications (why)
 - _____ Unable to meet bond or insurance requirement.
 - Other: _____

Company Name and Address:
Milborne, LLC
318 Poinciana Island Drive, Sunny Isles Beach, FL 33160

The Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928

(239) 319-2821
www.Estero-fl.gov

DATE: January 24, 2023
SUBJECT: ADDENDUM NUMBER: One (1)
REFERENCE: RFB 2023-01 Estero on the River Non-Native Invasive and Nuisance Plant Treatments

The following clarifications and responses shall become a part of the Bid Documents and shall be as binding as if contained therein:

NOTE: The deadline for receipt of bids has been changed. It is now February 1, 2023, at 2:00 p.m.

1. No mangoes or Ficus will be treated.
2. Question: Are we able to keep any equipment on site for the duration of the treatment? **Village Response: Equipment can be kept on site throughout the duration of the treatment. Equipment can be kept inside entrances 1, 2 and 5.**
3. Are all the mangoes, bamboo, and philodendron plants that you would like removed already flagged on the site? We saw many flags, but it was not clear if every tree that needs to be removed has already been flagged. We also saw many native trees that were flagged, including some healthy cabbage palm trees on the western side of the property. There were multiple types and colors of flagging present. **Village Response: No plants will be flagged. Per this Addendum, mangoes will not be treated. Per the original documents, only bamboo under 2" in diameter are to be treated. The flags seen onsite are for purposes other than exotic plant identification.**
4. There are very large non-native and FISC listed trees throughout the site, is it intended that these trees be killed in place? **Village Response: The intent is to remove the large FISC trees and those trees specifically called out; all others should remain.**
5. Can forestry equipment be used for mowing on site? **Village Response: Yes, equipment appropriate to the job may be used. Please include a list of the equipment you propose to use on site with your bid package. Note: The Village reserves the right to approve the equipment to be used. Note: Contractor shall regrade any ruts caused by heavy equipment.**

6. The scope says that all FISC species within 10 feet of river, structures, trails, driveways, fences, powerlines, boundary, and cypress wetland need to be cut and removed. Does this mean the debris needs to be removed completely from the site, or piled in certain areas on site? If so, we need to know the locations of where vegetation can be left on site. **Village Response: All debris material is to be removed from the site.**
7. The scope also states that additional work includes the removal of all widow makers and unsafe trees/limbs within 20 feet of the trails, structures, fences, powerlines, and boundary. The language in the bid documents is suggestive and open to one's interpretation. **Village Response: The following sentence is stricken: Additional work includes the removal of all widow makers and unsafe trees or limbs within 20 feet of trails, structures, fences, powerlines, and the boundary.**
8. Can you share the budget for this project? **Village Response: This is part of a larger project. There is not a specific budget for exotic plant removal.**
9. There are some interior fences and structures that already look partially damaged by fallen trees and branches. What fences and structures should be protected? **Village Response: References within the text to "protecting fences" is stricken. References to "protecting structures" is to remain.**
10. What is expected of the contractor if, for example, a 50' tall invasive tree is growing over, leaning towards, a structure, powerline, fence, building? **Village Response: Large invasive trees are to be removed in a manner that protects structures, powerlines, fences, buildings, etc.**

BIDDER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE BIDDING DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Bob Franceschini, C.P.M., CPPB
Procurement Manager

RECEIVED:

2-1-23

THIS AGREEMENT, is made and entered into this ____ day of _____ 2023 by and between the Village of Estero, a municipal corporation of the State of Florida, whose address is 9401 Corkscrew Palms Circle #101, Estero, Florida 33928, hereinafter referred to as the "Village," and Milborne, LLC whose address is 318 Poinciana Island Drive, Sunny Isles Beach, FL 32160, hereinafter referred to as the "Bidder."

WITNESSETH

WHEREAS, the Village has determined that it is necessary to retain the Bidder for the purpose of performing the treatment of non-native invasive and nuisance plants at the Estero on the River property; and

WHEREAS, these services have been competitively bid in accordance with Ordinance 2015-06; and

WHEREAS, the Bidder is qualified, willing and able to provide and perform all such services in accordance with the terms and conditions of Village of Estero Bid No. RFB 2023-01; and

WHEREAS, the Bidder's proposal was reviewed and selected pursuant to Bid RFB 2023-01 on February 15, 2023 by the Village Council; and

WHEREAS, the Village, has determined that it would be in the best interest of the Village to award a contract to Bidder for the rendering of those services described in the Scope of Services.

NOW, THEREFORE, the Village and the Bidder, in consideration of the mutual covenants contained herein, do agree as follows:

ARTICLE 1.

RECITALS & INCORPORATION OF DOCUMENTS

1.1. The above-stated recitals are incorporated by this reference and made part of this Agreement.

1.2 Village Bid Package RFB 2023-01 Estero on the River Non-Native Invasive and Nuisance Plant Treatments, consisting of pages 1 through and including 26, and Addendum One, and the Proposal submitted by Bidder dated February 1, 2023, are hereby specifically made part of this Agreement as if same had been set forth at length herein.

1.3 In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

- 1) Bid Package RFB 2023-01 Estero on the River Non-Native Invasive and Nuisance Plant Treatments and any Exhibits or Addenda thereto;
- 2) This Agreement and any Exhibits or Amendments thereto;
- 3) The Proposal submitted by Bidder.

ARTICLE 2.
BIDDER'S SCOPE OF SERVICES

2.1. Bidder agrees to perform all the services and provide all the materials requested and described in the Scope of Work which is attached hereto as Exhibit A and incorporated herein by this reference, which are hereinafter collectively referred to as the "Scope of Services."

2.2. Bidder agrees to provide its services and materials in the times allowed for performance contained in the Scope of Services. The Bidder will make no claims for additional compensation or damages owing to suspensions, delays, or hindrances which arise during the performance of this Agreement. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the Village may decide. However, such extension will not operate as a waiver of any other rights of the Village.

2.3. In the event that Village desires Bidder to perform any additional services related to tasks not specifically contained in the Scope of Services, the Village Manager is authorized to approve such services based on the costs contained in Exhibit B provided the total amounts expended to do not exceed the limitation of paragraph 3.1.

ARTICLE 3.
COMPENSATION AND PAYMENT OF BIDDER'S SERVICES

3.1. Village will pay Bidder for those tasks listed in the Scope of Services actually performed by Bidder. The total payment to Bidder will not exceed \$82,317.41 for Bidder's services under this Agreement, performed in accordance with the Scope of Services and this Agreement.

3.2. Payment for services rendered by Bidder will be made on a monthly basis for those tasks listed completed in the preceding month. Services completed will be subject to review and approval by the Village Manager or his designee.

3.3. Payment for tasks will be on a Grand Total Cost basis as per Exhibit B attached hereto.

3.4. Bidder must submit all billings for payment of services rendered on a monthly basis to the Village Finance Department (please email all billing invoices to: accountspayable@estero-fl.gov) for processing. Billings will be detailed as to the nature of the services performed and must refer to the specific tasks listed in the Scope of Services that were actually performed by Bidder. When hourly billing is utilized, Bidder must report the number of hours on each task in 6-minute increments (tenths of an hour) in its invoices. Billings must include a summary of any amounts previously billed and any credits for amounts previously paid.

3.5. Bidder acknowledges that each billing must be reviewed and approved by the Village Manager or his designee. Should the Village Manager or his designee, determine that the billing is not commensurate with services performed, work accomplished or hours expended, Bidder must adjust billing accordingly. However, Bidder will be entitled to payment of any portion of a billing not in dispute.

3.6. Village will pay Bidder's monthly billings in accordance with Sections 218.70 through 218.80, Florida Statutes, known as the Local Government Prompt Payment Act.

3.7. It is expressly understood by the Village and the Bidder that funding for any successive fiscal years may be contingent upon appropriation of monies by the Village Council or other entities. In the event that funds are not available or appropriated, the Village reserve the right to terminate the Agreement without penalty or liability. Termination will occur (1) upon notice to the Bidder or automatically (2) on the last day of the then current fiscal year or (3) when the appropriation made for the then-current year or specific appropriation for the services covered by this Agreement is spent, whichever event occurs first.

ARTICLE 4. BIDDER'S RESPONSIBILITIES

4.1. Bidder will perform or furnish consulting and related services to a level of technical skill, ability, and diligence customarily provided by an experienced professional in their field of expertise when rendering the same services, and in accordance with sound principles and practices generally acknowledged by professionals in their field of expertise, as represented to the Bidder, both orally and in writing, to be possessed by Bidder, all in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted standards of professional consulting practice and with the laws, statutes, ordinances, codes, rules and regulations governing Bidder's profession. The same standards of care will be required of any subconsultant or subcontractor engaged by Bidder.

4.2. Bidder will be solely responsible for providing their own business equipment, including any vehicles necessary for the performance of their work, and for paying all expenses incurred while performing the services set forth in this Agreement. Expenses to be borne by Bidder include, but are not limited to, license fees, memberships, and dues; automobile and other travel expenses; meals and entertainment; and any applicable insurance premiums. Bidder will be reimbursed for certain allowable expenses upon submission to the Village, used in connection with the services performed pursuant to this Agreement.

4.3. Bidder will, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Bidder or any subconsultant or subcontractor engaged by Bidder for one year after the completion of Bidder's services under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of the Village's rights under any applicable statute of limitations. Village review of, approval of, acceptance of, or payment for any of Bidder's work product, services, or materials shall not be construed to operate as a waiver of any of the Village's rights under this Agreement, or cause of action Village may have arising out of the performance of this Agreement.

4.4. Bidder will, without additional compensation, correct and revise any minor deficiencies in its work product identified that can be addressed in process, even if the

deficiencies would not be deemed to arise from a negligent act, error or omission of the Bidder. Minor deficiencies include but are not limited to changes in Americans with Disability Act requirements.

4.5. Bidder will be responsible for notifying the Village promptly whenever a delay is anticipated or experienced, including a delay in approval by any governmental agency having jurisdiction over any work task. The Village shall allow the Bidder to extend response times for valid, documented delays. The Village shall be the sole determiner of the validity of the delays.

4.6 The Village's NPDES Permit requires Contractors performing work that includes Roadway, Drainage and Stormwater Maintenance to adhere to the following:

- Crew leads are to complete illicit discharge and illegal dumping training and report any illicit discharges or illegal dumping discovered during daily job duties to the Village of Estero Public Works. In addition, crew leads are required to watch this video (link below) annually and provide written confirmation of the viewing. <http://wbt.dot.state.fl.us/ois/IllicitDischarge/index.htm>
- Any soil disturbing activities must comply with NPDES permit requirements including plans for temporary and permanent erosion control measures.

ARTICLE 5. OWNERSHIP AND USE OF DOCUMENTS

5.1. All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Bidder's services under this Agreement will become the property of and shall be delivered to the Village without restriction or limitation as to use regardless of the format of the document (paper or electronic). However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of the Village.

5.2. Bidder agrees that any software, computer systems and databases used for providing the documents necessary to this Agreement will be compatible with existing Village software and systems. It is anticipated that any software utilized will be run on windows based PC's and will consist of Microsoft Office 2013 (or newer) and Adobe Acrobat DC (or newer).

ARTICLE 6. VILLAGE'S RESPONSIBILITIES

6.1. The Village will perform the responsibilities contained in this Article 6 in a timely manner so as not to delay the services of Bidder.

6.2. The Village will furnish to Bidder, upon request of Bidder and at Village's expense, all existing studies, reports and other available data pertinent to the services to be performed under this Agreement which are within the Village's possession. However, Bidder will be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

6.3. The Village will provide reasonable access and entry to all public property required by Bidder to perform the services described in this Agreement. All such access and entry shall be provided at the Village's expense. The Village will also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Bidder to perform the services described in this Agreement.

6.4. The Village will review all documents, plans, or other materials provided by Bidder in a timely manner so as to not delay the process of the Bidder.

ARTICLE 7. TERM / TERMINATION

7.1. The term of this Agreement will begin on the date and year first written above and shall be continued until superseded by a subsequent Village agreement, the monetary limit in 3.1 is reached, or unless otherwise terminated in accordance herewith.

7.2. The Village will have the right at any time upon thirty (30) calendar days written notice to the Bidder to terminate the services of the Bidder and, in that event, the Bidder must cease work and will deliver to the Village all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the Bidder in connection with its services. The Village will, upon receipt of the aforesaid documents, pay to the Bidder, and the Bidder will accept as full payment for its services, fees for all tasks completed in accordance with Scopes of Services.

7.3. In the event that the Bidder has abandoned performance under this Agreement, then the Village may terminate this Agreement upon three (3) calendar day's written notice to the Bidder indicating its intention to terminate. The written notice will state the evidence indicating the Bidder's abandonment. Payment for services performed prior to the Bidder's abandonment will be as stated in Section 3 above.

ARTICLE 8. NOTICES

8.1. Any notice required or permitted to be sent herein shall be sent certified mail, return receipt requested to the parties at the addresses listed above to the designated contacts below:

Bidder: Milborne, LLC

Village: Steve Sarkozy

8.2. Each party shall immediately notify the other of any changes in address or designated contact.

ARTICLE 9. ASSIGNMENT

9.1. This Agreement, or any interest herein, will not be assigned, transferred or otherwise encumbered, under any circumstances by Bidder without the prior written consent of the Village. Further, no portion of this Agreement may be performed by subcontractors or subconsultants without written notice to and approval of such action by

the Village. The Village and Bidder each binds themselves, their agents, successors, assigns and legal representatives to the other party hereto, their agents, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Agreement any obligations incorporated herein.

ARTICLE 10.
EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION

10.1. This Agreement represents the entire and integrated agreement between the Village and Bidder and supersedes all prior negotiations, representations or agreements, either written or oral.

10.2. In the event any provision of this Agreement be held invalid and unenforceable, the remaining provisions will remain valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant will not be construed by the other party as a waiver of any subsequent breach.

10.3. No modification, amendment or alteration in the terms or conditions contained herein will be effective unless contained in a written document executed by both parties.

10.4. This is a nonexclusive contract. The Village has the right to enter into contracts with other providers providing similar services.

ARTICLE 11.
GOVERNING LAW / VENUE

11.1. This Agreement shall be governed and construed in accordance with Florida law. In the event any litigation arises between the parties in connection with this Agreement, venue for such litigation shall lie exclusively in Lee County, Florida.

ARTICLE 12.
INDEPENDENT CONTRACTOR STATUS

12.1. Bidder is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the Village.

12.2. Neither the Village nor any of its employees will have any control over the conduct of Bidder or any of Bidder's employees, except as herein set forth, and Bidder expressly warrants not to represent at any time or in any manner that Bidder or any of Bidder's agents, servants or employees are in any manner agents, servants or employees of the Village. It is understood and agreed that Bidder is, and will remain at all times remain, a wholly independent contractor and that Bidder's obligations to the Village are solely as prescribed by this Agreement.

ARTICLE 13.
AUDIT AND RECORDS REQUIREMENTS

13.1. Bidder will maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which will be available and accessible at Bidder's local offices for the purpose of inspection, audit, and copying during normal business hours by the Village, or any of its authorized representatives. Such records must be retained for a minimum of five (5) years after completion of the services. Prior to destruction of any records, the Bidder will notify the Village and deliver to the Village any records the Village requests. Bidder will require all subconsultants and subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Bidder and the subconsultant or subcontractor.

13.2 If the records are unavailable locally, it will be the Bidder's responsibility to ensure that all required records are provided at the Bidder's expense including payment of travel and maintenance costs incurred by the Village's authorized representatives or designees in accessing records maintained out of the county. The direct costs of copying records, excluding any overhead cost, will be at the Village's expense.

13.3. Bidder must fully cooperate with all public records requests by providing the necessary records to the Village promptly upon notice unless the records are exempt from Section 24 (a) of Article I of the State Constitution and Chapter 119, Florida Statutes. Failure by Consultant to promptly respond to notices requesting records constitutes grounds for unilateral cancellation by the Village at any time, with no recourse available to Bidder. Records may be provided in the form or format in which they are kept including electronic files. Bidder's right to claim an exemption from disclosure will not be deemed failure to comply with this article.

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 ESTERO VILLAGE CLERK (CUSTODIAN OF PUBLIC RECORDS) AT 239-221-5035, records@estero-fl.gov, OR VILLAGE HALL, 9401 CORKSCREW PALMS CIRCLE, ESTERO, FL 33928.

ARTICLE 14.
INDEMNIFICATION

14.1. For ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Bidder will pay on behalf of or indemnify and hold harmless the Village, its officials, officers, employees, agents and volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, including attorneys' fees and court costs (whether such fees and costs are incurred in negotiations, collection of attorneys' fees or at the trial level or on appeal), suits or

liabilities, of whatever kind of nature, caused by any negligent or intentional act, error, omission, or default of Bidder or Bidder's officers, employees, agents, servants, volunteers or subcontractors or consultants, if any, caused by the performance or failure to perform under the terms of this Agreement.

14.2 Bidder must carry a commercial liability insurance policy in coverage amounts as determined by the Village Manager and naming the Village of Estero as additional insured.

PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

ARTICLE 15.
EMPLOYEE RESTRICTIONS

15.1. The Village of Estero will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Village shall consider employment by any contractor or subconsultant or subcontractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Bidder of the employment provisions contained in Section 274A(e) of the INA will be grounds for termination of this Agreement by the Village.

15.2. If an owner (except a stockholder in a publicly traded corporation) or an employee of the Bidder has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Bidder will ensure that the offender's or predator's work on the project is consistent with the terms of their probation and registry requirements.

15.3. The Bidder will incorporate the terms of paragraphs 15.1 and 15.2 into all contracts with any subconsultants or subcontractors.

ARTICLE 16.
NO CONTINGENT FEES

16.1. Bidder certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Bidder 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 Bidder any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, Village has the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 17.
TRUTH-IN-NEGOTIATION CERTIFICATE

17.1. If applicable, in accordance with Section 287.055(4), Florida Statutes, signature of this Agreement by Bidder shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which Village determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the execution of these premises as of the date and year first above written.

Milborne, LLC

WITNESSES:

Signed By: _____	Signed by: _____
Print Name: _____	Print Name: _____
Date: _____	Title: _____
Signed By: _____	Date: _____
Print Name: _____	
Date: _____	

VILLAGE OF ESTERO

ATTEST:

By: _____
Steve Sarkozy, Village Manager

Date: _____

By: _____
Carol Sacco, Village Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Robert M. Eschenfelder, Esq., Village
Attorney

Exhibit List:
Exhibit A – Scope of Services
Exhibit B – Pricing Proposal

EXHIBIT A

Estero on the River Non-Native Invasive and Nuisance Plant Treatments

STATEMENT OF WORK

A. PROJECT OVERVIEW

To perform the treatment of non-native invasive and nuisance plants at the Estero on the River property.

B. SCOPE OF SERVICES

Services shall include but are not limited to those as specified within RFB 2023-01.

C. SCHEDULE

As scheduled.

D. COMPENSATION

Grand Total Cost (see Exhibit B).

EXHIBIT B

PRICING PROPOSAL

Per pricing submitted in response to RFB 2023-01 as follows:

Grand Total Cost: \$ 82,317.41

Bid No.: RFB 2023-01

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: RFB 2023-001

Project Name: Estero on the Bay Non Native Invasive and Nuisance Plant Treatment

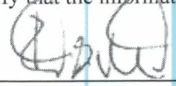
Please check as appropriate:

 I am the sole proprietor/owner. The company is not publicly held.

X The company is not publicly held.
The names and addresses of the owners having a greater than 5%
interest is attached.

 The company is publicly held.
The names and addresses of the owners having a greater than 5%
interest is attached.

I do hereby certify that to the best of my knowledge and belief certify that the information above and
attached is true and correct.

Signed: 

Vendor

Printed Name Robert B Miller

Company Name Milborne, LLC

Date: February 1, 2023

Bid No.: RFB 2023-01

NAMES & ADDRESSES OF OWNERS

NOTE: Please list individuals; the listing of a corporation(s) is NOT acceptable.

Katherine Kempner 318 Poinciana Island Drive, Sunny Isles Beach, FL 33160

Robert Miller 318 Poinciana Island Drive, Sunny Isles Beach, FL 33160

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
February 15, 2023

Agenda Item:

Agreement for Land Use and Code Enforcement Special Magistrate Services

Motion to approve Agreement for Land Use and Code Enforcement Special Magistrate Services with Robert Pritt at the hourly rate listed in the Agreement. Grant the Village Manager the authority to renegotiate and execute the renewal of this Agreement on an annual basis, if doing so is in the best interest of the Village of Estero.

Authorize the Village Manager to execute the contract documents on behalf of the Village of Estero Council.

Background:

The Estero Code of Ordinances requires that certain quasi-judicial code enforcement or land use matters be heard before a Special Magistrate.

Description:

The Village can periodically procure, on a non-exclusive basis, the contractual services of qualified attorneys to serve as Special Magistrate to ensure that it has a sufficient number of Magistrates. The Council since incorporation has only had a contract with one magistrate. It is recommended that a contract be executed with a second magistrate to ensure continuing services.

Action Requested:

Motion to approve Agreement for Land Use and Code Enforcement Special Magistrate Services with Robert Pritt at the hourly rate listed in the Agreement. Grant the Village Manager the authority to renegotiate and execute the renewal of this Agreement on an annual basis, if doing so is in the best interest of the Village of Estero.

Authorize the Village Manager to execute the contract documents on behalf of the Village of Estero Council.

Process and Timeline:

An Agreement was negotiated, and the terms agreed upon between the Village of Estero and Robert Pritt in February 2023.

Financial Impact:

The financial impact will be determined by the number of cases brought before the Magistrate and the number of hours required to hear them.

Prepared by: Steve Sarkozy, Village Manager

Attachment:

1. Agreement for Land Use and Code Enforcement Special Magistrate Services

**AGREEMENT FOR LAND USE AND CODE ENFORCEMENT
SPECIAL MAGISTRATE SERVICES**

THIS AGREEMENT is made and entered into on the ____ day of February, 2023 (the “Effective Date”), by and between the Village of Estero, a Florida municipal corporation (the Village) and Robert Pritt, with an address of 25070 Ascot Lake Ct., Bonita Springs, FL 34134-1962 (the Contractor), collectively referred to as the Parties, as follows:

WHEREAS, the Estero Code of Ordinances provides for certain quasi-judicial code enforcement or land use matters to be heard before a Special Magistrate; and

WHEREAS, the Village periodically procures, on a non-exclusive basis, the contractual services of qualified attorneys to serve as Special Magistrate in order to ensure the Village has a sufficient number of Magistrates to provide such services where recusals or availability may require alternative assignment of cases; and

WHEREAS, § 1-43 provides that the Village Council designates Village Special Magistrates; and

WHEREAS, the Village Council has reviewed the qualifications of the Contractor to serve as Special Magistrate and finds the Contractor to be qualified; and

WHEREAS, the Council finds that it is in the Village’s best interests to enter this Agreement with the Contractor to provide Special Magistrate services.

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

1. Scope of Services.

Contractor shall provide to the Village the following Special Magistrate services as the Village may require, and under the following conditions:

- The Contractor shall conduct hearings as provided for in Florida Statutes Chapter 162, and the Village Code (including its Land Development Code) related to the enforcement or application of the Village Code and associated permits.
- When providing Special Magistrate services, the Contractor will be acting as a Village official performing a municipal police power function. Therefore, in the execution of his duties, the Contractor shall at all times observe all applicable laws, including compliance with Florida’s Sunshine Law, the Public Records Law, Florida’s Ethics Code for Public Officers and Employees (Part II of Florida Statutes Chapter 112), and Florida Statutes Chapter 162 (including compliance with the caselaw interpreting hearings conducted thereto).

- In performing as Special Magistrate, the Contractor must also become familiar with, and comply with the Florida Code of Judicial Conduct, including the opinions which have been published related to that Code's applicability to quasi-judicial officers serving as code enforcement Special Magistrates.
- The obligations of the Contractor expressly include the agreement of the Contractor (and, if applicable, the firm for which the Contractor works) not to undertake representation of the Village for any other matter during his term without the express prior approval of the Village Council, after having consulted with the Village Attorney, after having reviewed the ethical considerations of such representation.
- The Contractor must have and maintain a sound and current understanding of the procedural and evidence rules (including relevant interpretive caselaw) associated with local government quasi-judicial hearings.
- The Contractor shall serve at the pleasure of the Village Council, and shall not be deemed an employee of the Village.
- The Village will not be responsible for the provision of clerical or administrative support for the Special Magistrate's legal research or drafting of orders or opinions. However, the Village Manager may assign the Village Clerk, or such other Village agent, volunteer or employee as may be appropriate, to serve as the hearing clerk, who's responsibility it will be to receive or send correspondence related to a proceeding (including providing parties notices of hearing and transmitting final written opinions to parties), to transfer any pre-hearing pleadings, motions, correspondence or briefs to the Special Magistrate, and to maintain the official record of the proceedings (including the retention and maintenance of exhibits submitted by Parties).
- Depending on the nature of the proceeding, the Village's case or legal arguments may, or may not, be presented by a Village employee (including an employed or contracted code enforcement officer or building official), or by an attorney from the Village Attorney's Office. Hearings will be conducted at **Village Hall, 9401 Corkscrew Palms Cir Second Floor, Estero, FL 33928**, unless the Village determines security or logistical considerations require an alternative location. The Special Magistrate will not be expected to provide hearing space.
- The scope of the Special Magistrate's jurisdiction and authority shall be set forth in the relevant Village Code, as further limited by relevant statutory or caselaw. The Special Magistrate shall not be entitled or empowered to rule upon legal questions not within his jurisdiction, including but not limited to ruling on the constitutionality of the Village Code, whether a portion of the Village Code is preempted by a federal or state law, or whether a Village employee or official acted in a constitutional manner or complied with any federal or state law. Notwithstanding the foregoing, the Special Magistrate will be authorized to rule on any defenses raised by a party subject to a citation or violation notice which are based on the application of facts to the Village Code, or which are founded on the Village's

failure to adhere to the substantive or procedural terms of the Village Code, or of Florida Statutes Chapter 162.

- The Contractor will be expected to verbally rule upon motions and objections made during a hearing, to administer oaths to witnesses called by a party, and to control his hearing room and the conduct of the proceedings according to the Judicial Cannons and Village Code (including any resolutions or administrative rules of procedure adopted by the Village relevant to the matter at issue).
- Final orders and opinions are to be made in writing, with said writing containing findings of fact and conclusions of law. Final orders and opinions shall be dated and electronically signed by the Contractor. In the event the Village adopts a standard form or format for its quasi-judicial orders, the Contractor shall use such form or format.
- To ensure parties receive timely resolution of the matter, the Contractor shall, absent exceptional circumstances, render a final order or opinion within thirty (30) calendar days after closing the hearing and taking the matter under advisement. Unless a different process is required by a given portion of Village Code or state law, all final orders and opinions must be transmitted via email to the hearing clerk designated by the Village. The hearing clerk, not the Special Magistrate, shall then transmit the final order or opinion to the parties in the manner prescribed by law.
- The Contractor will, when performing services for the Village, be interacting with the Village's residents, business owners, employees and officials on a regular basis. The Contractor must, during all such interactions, dress in a professional manner befitting of his role, and must treat all such persons with professionalism and respect.
- The Contractor shall be entitled to communicate with the Village Attorney for the purposes of gaining an understanding of the contents and organization of the Village Code, the Village's code enforcement and appeals process, procedures and forms, and similar matters of general information. However, the Contractor shall not conduct *ex-parte* communications with the Village Attorney or any Village official with respect to a specific case, appeal, or other matter before him.
- The jurisdiction of the Special Magistrate is not exclusive. Code violations or appeals may be pursued by another lawful remedy at the option of the Village.
- Assignment of a matter to Contractor or any other contracted Special Magistrate shall be made by the Village-appointed hearing clerk who will, once a new matter requiring a hearing arises, inform the selected Special Magistrate of the assignment and the identity of the party or parties, and shall provide a copy of the initial enforcement file (including the relevant citation and copies of such photographs and correspondence as may exist up to the date of the assignment) so the Contractor may review the party identities and basic facts to review for conflicts. Upon assignment, the Special Magistrate shall review the matter to ensure he does not have any ethical conflicts such as would require recusal. However,

conflict check materials shall not be considered to be in evidence at a hearing, and it will be up to the parties to present their witnesses and documentary evidence formally at the hearing. The Special Magistrate shall, once a matter is assigned, work with the assigned hearing clerk to schedule the hearing in a prompt manner.

- If Contractor determines prior to the hearing convening that recusal is required, he shall inform the hearing clerk in writing (including email) of the reason for the recusal or other inability to serve. If the Contractor convenes a hearing only to then determine that recusal is required, he shall recess the hearing and enter a formal order of recusal which the hearing clerk will transmit to the parties.
- The Village intends to contract with more than one attorney/firm for Special Magistrate services so as to allow for matters to proceed in the event of a recusal, and so as to ensure redundancy of capacity for this service. To ensure a relatively equitable distribution of assignments, the hearing clerk will, when making assignments, use a rotational list which favors assignment to the Special Magistrate who has heard a matter the longest, and which places at the end of the list the Special Magistrate who has most recently heard a matter. While this process will be used to help ensure fair distribution of the work, nothing herein shall be intended to create a right of a Special Magistrate to receive any given assignment, nor of a party to have any given Special Magistrate assigned to her/his/its case.

2. Term, Extension.

A. The initial term of this Agreement shall be from the Effective Date through 11:59 p.m., September 30th 2023. The Parties agree that unless the Village, in its sole discretion, provides notice of intent not to renew at least thirty (30) calendar days prior to the end of the initial term, this Agreement shall automatically renew on October 1st 2023, for a renewal term through 11:59 p.m. of September 30th 2024. Thereafter, unless the Village, in its sole discretion, provides notice of intent not to renew at least thirty (30) calendar days prior to the end of the renewal term, this Agreement shall automatically renew on October 1st 2024. Thereafter, this Agreement may continue to automatically renew on the same annual dates unless notice is provided by the Village in the manner set forth above.

B. Notwithstanding the foregoing, either Party may terminate this Agreement at any time during a term for any or no reason upon giving the non-terminating Party at least thirty (30) calendar days prior written notice. However, any such termination shall not relieve Contractor of the obligation to bring to conclusion any matter currently before him as Special Magistrate even if such conclusion extends past the termination date. Nor does any such termination relieve the Village of its obligation to pay all properly-submitted invoices for undisputed work performed by Contractor, including work performed to bring a matter to conclusion past the termination date.

C. The insurance and indemnification obligations set forth in this Agreement survive the expiration or termination thereof.

3. Payment

A. Pursuant to Florida Statutes §§ 218.73 and 218.74, Contractor shall be paid \$200.00 per hour for all Special Magistrate services performed not more than forty-five (45) days after Contractor has submitted to the Village a proper and undisputed invoice, which invoice shall be submitted only after the Contractor's required services have been completed.

B. Improper payment requests shall be addressed by the Village as provided for in Florida Statutes § 218.76, and any disputes with respect to payment of an invoice shall be determined as provided for in that statute and any associated Village procurement codes or procedures applicable to resolution of vendor payment disputes.

4. Amendments.

This Agreement may only be amended by a written Amendment executed by both Parties.

5. Severability.

In the event that any provision or portion of this Agreement shall be found to be invalid or unenforceable, then such provision or portion may be severed and such invalidity or unenforceability shall not affect the validity or enforceability of any other provision or portion of the Agreement.

6. Miscellaneous Terms.

A. **Qualifications.** Contractor represents and warrants to the Village that he is lawfully entitled to provide the services required herein under the laws of the State of Florida, and will continue to meet throughout the term(s) of this Agreement all of the qualifications required by the Village, including status as a current Florida licensed attorney in good standing. Contractor must immediately inform the Village Manager and Village Attorney in the event he has any required license (including Florida Bar membership in good standing) suspended or revoked, or is disciplined by The Florida Bar, the state bar of a foreign state, or any other governmental regulatory agency.

B. **Attorney Fees.** In any action brought between the Parties to enforce or construe the terms of this Agreement, each Party shall bear its own attorneys' fees and costs, including any fees incurred on appeal, regardless of the resolution of the case or appeal(s).

C. **Immigration Compliance; E-Verify.** Contractor acknowledges that he is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, *et seq.*, and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Owner. Pursuant to Florida Statutes § 448.095(2), beginning January 1st 2021, Contractor (unless Contractor employs no one else) shall register with and use the E-Verify system

to verify the work authorization status of all newly hired employees. Contractor's contract with the Village cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the Village that it has registered with and uses the E-Verify system (or that it is not an employer). If Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which he is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the Village develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the Village shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

D. Indemnification, Preservation of Immunity. Each Party hereby agrees to fully indemnify and hold harmless the other, its officers, employees, and agents from and against any and all claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of any damage or injury to persons or property suffered or claimed to have been suffered, by any intentional, reckless or negligent act or omission of the indemnifying party, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. The Party claiming right to indemnification ("Claimant") will give the indemnifying Party ("Indemnitor") prompt notice of any such claim and the Indemnitor will undertake the defense thereof by representatives of its own choosing. In the event Indemnitor, within a reasonable time after notice of claim, fails to defend, the Claimant shall have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor to assume such defense at any time prior to settlement, compromise or final determination thereof. Notwithstanding the foregoing, in the event either Party reasonably believes that counsel defending any such action has unacceptable conflicts of interest or otherwise lacks the skill to adequately protect such Party's interest, such Party reserves the right to defend itself with its own counsel or retained counsel at the Indemnitor's expense, unless the Claimant is found negligent or otherwise responsible for the occasion of the litigation. Nothing herein shall be interpreted as a waiver by the Village of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the Village expressly reserves these rights to the full extent allowed by law.

E. No Third-Party Beneficiary. This Agreement is for the benefit of the Parties and their respective successors and permitted assigns, and it is not the intent of the Parties to enter this Agreement for any other person's or entity's benefit, and no person or entity not a Party to this Agreement is intended to have standing to file any court action seeking the enforcement or interpretation thereof.

F. Jurisdiction, Venue, Applicable Law. In the event of any litigation between the Parties with respect to the interpretation or enforcement of this Agreement, same shall be conducted, if in state court, in the appropriate circuit or county court in and for Pinellas County, Florida, and if in federal court, in the United States District Court for the Middle District of Florida, Tampa Division. In any such litigation, the substantive and procedural laws of the State of Florida shall be applied.

G. Public Records. In accordance with Florida Statutes § 119.0701, the Contractor shall:

1. Keep and maintain public records required by the Village to perform the service.
2. Upon request from the Village's custodian of public records, provide the requesting Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Village.
4. Upon completion of the contract, transfer, at no cost, to the Village all public records in possession of the Contractor or keep and maintain public records required by the Village to perform the service. If the Contractor transfers all public records to the Village upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the information technology systems of the Village.

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 PUBLIC RECORDS AT THE VILLAGE OF ESTERO, VILLAGE CLERK'S OFFICE, AT:

TELEPHONE: 239.221.5035

EMAIL: Csacco@estero-fl.gov

ADDRESS: 9401 Corkscrew Palms Cir Second Floor, Estero, FL 33928

H. Assignment and Subcontracting. The Village has selected Contractor for his stated skills, resources, abilities and unique experience, as represented to the Village by Contractor's

solicitation response and via other means. Contractor has represented to the Village that he has the in-house capabilities, resources and expertise to perform the services required by this Agreement except as otherwise expressly set forth in this Agreement. Therefore, except in the case of a sale, transfer or assignment of all or substantially all of the assets of Contractor to a successor who has asserted its intent to continue the business of Contractor, Contractor shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of the Village. In the unlikely event Contractor asserts it is necessary to subcontract for the services of third parties to perform the services required under this Agreement not already provided for therein, Contractor shall first obtain prior written approval of the Village Council. Approval to utilize any third party shall not relieve Contractor from any direct liability or responsibility to the Village pursuant to the provisions of this Agreement, or obligate Village to make any payments other than payments due to Contractor as outlined in this Agreement. While requests to subcontract are strongly discouraged and unlikely to be granted, in the event the Village grants such permission, Contractor is obligated to ensure any such subcontractor's contract expressly incorporates the terms and conditions of this Agreement and acknowledges the Village as an intended third-party beneficiary thereof.

I. **Notices.** Any and all notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Contractor:

Robert Pritt
25070 Ascot Lake Ct.
Bonita Springs, FL 34134-1962

As to Village:

Estero Village Manager
9401 Corkscrew Palms Circle
Estero, FL 33928

IN WITNESS WHEREOF, the Parties have set their hands and seals on the Effective Date.

Village of Estero

Contractor

By: _____
Village Manager

By: _____
Robert Pritt

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
February 15, 2023

Agenda Item:

First reading of Ordinance No. 2023-02, amending Land Development Code to establish standards for elevated single-family homes.

Motion to pass first reading of Ordinance No. 2023-02 and set second reading for March 1, 2023.

Background and Description:

The Village adopted its first Land Development Code on January 27, 2021, establishing its land development regulations.

Last November, the Village adopted updated floodplain regulations which included new FEMA maps. These maps revised floodplain areas and also increased required elevations in certain areas. These new regulations result in additional fill needed, or raising homes on stilts to meet flood elevation requirements.

There are no standards in the Land Development Code for single-family homes that may need to be elevated. Single-family homes can also include modular homes that are permitted in single-family neighborhoods by State Statute Chapter 553.

Staff has prepared standards so that elevated homes will be more consistent with the neighborhood. These standards include an enclosure to connect the home to the ground, with landscaping, doors or windows to break up the blank wall appearance.

The Planning, Zoning, and Design Board will review this Ordinance on February 21, 2023.

Action Requested:

Motion to pass first reading of Ordinance No. 2023-02 and set second reading for March 1, 2023.

Process and Timeline:

- Planning, Zoning and Design Board Hearing February 21, 2023
- First Reading February 15, 2023
- Second Reading and Public Hearing March 1, 2023

Financial Impact:

Minimal cost for required second reading newspaper advertisement.

Prepared by: Mary Gibbs

Attachment:

1. Ordinance 2023-02

ORDINANCE NO. 2023 - 02

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, CREATING § 5-15 OF THE VILLAGE LAND DEVELOPMENT CODE TO ADD STANDARDS FOR DEVELOPMENT OF ELEVATED SINGLE-FAMILY HOMES; MAKING RELATED FINDINGS; AND PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Village Council adopted the Village Land Development Code on January 27th 2021, which established the land development regulations; and

WHEREAS, the Code does not address elevated single-family homes; and

WHEREAS, structures in flood zones now need to meet the specified flood zone elevation delineated in the FEMA maps which became effective on November 17, 2022; and

WHEREAS, elevated single-family homes, which may be conventional or modular homes, may be incongruous with the neighborhood; and

WHEREAS, minimum standards are needed to preserve the aesthetic characteristics of residential neighborhoods in which these structures may be constructed; and

WHEREAS, pursuant to §2-302(B)(2)(B), the Planning Zoning and Design Board, sitting as the Local Planning Agency, reviewed this Ordinance at a duly noticed public hearing and has made its recommendation.

NOW, THEREFORE, be it ordained by the Village Council of the Village of Estero, Florida:

Section 1. Section 5-15 of Chapter 5 (Site Development Standards) of the Village Land Development Code is hereby created to read as follows:

SECTION 5-15. – Elevated Single-Family Homes

5-1501 – Purpose and Intent.

The purpose and intent of this section is to establish regulations uniquely related to the development of elevated single-family homes to address safety, aesthetic and consistency interests where such structures are constructed in traditional single-family residential neighborhoods.

5-1502. – Elevated Single-Family Homes Standards.

Single-family homes, including conventional and modular homes, which are constructed to be elevated above the ground (commonly referred to as stilt homes) shall, whether elevated by metal beams, brick, piers or other structural support approved by the Florida Building Code, comply with the following standards:

- A. Maintain an architectural design consistent with the neighborhood.
- B. The open space between the ground level and the base of the residential structure must be enclosed with walls on the side(s) facing the street so as to obscure the view of the open area under the structure from surrounding properties.
- C. Provide doors, windows, garages, porches and/or landscaping to break up the appearance of the blank walls.

Section 2. For purposes of codification of any existing section of the Village of Estero Code herein amended, words **underlined** represent additions to original text, words **~~stricken~~** are deletions from the original text, and words neither underlined nor stricken remain unchanged.

Section 3. If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable, and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of the Ordinance shall withstand any severed provision, as the Village Council would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

Section 4. The Codifier shall codify the substantive amendments to the Village of Estero Code contained in Section 1 of this Ordinance as provided for therein and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 5. Pursuant to Florida Statutes §166.041(4), this Ordinance shall take effect immediately upon adoption.

ADOPTED ON FIRST READING by the Village Council of the Village of Estero, Florida on the 15th day of February, 2023.

ADOPTED ON SECOND AND FINAL READING by the Village Council of the Village of Estero, Florida on the ____day of _____, 2023.

Attest:

VILLAGE OF ESTERO, FLORIDA

By: _____
Carol Sacco, Village Clerk

By: _____
Katy Errington, Mayor

Reviewed for legal sufficiency:

By: _____
Nancy E. Stroud, Village Land Use Attorney

Vote:	AYE	NAY
Mayor Errington	_____	_____
Vice Mayor McLain	_____	_____
Councilmember Ribble	_____	_____
Councilmember Fiesel	_____	_____
Councilmember Boesch	_____	_____
Councilmember Ward	_____	_____
Councilmember Wilson	_____	_____

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
February 15, 2023

Agenda Item:

Second Reading of International Design Center Zoning and DRI Amendments

Motion to approve Zoning Ordinance 2023-01 and Resolution 2023-01 (12th Amendment to Development of Regional Impact Development Order).

Background and Description:

The applicant is requesting to amend the Commercial Planned Development zoning and Development of Regional Impact Development Order for the International Design Center located at the southeast quadrant of Corkscrew Road and I-75, to allow the additional use of office in the existing Design Center building. The zoning restricts the uses to design center related uses only.

The Planning, Zoning and Design Board held a public hearing on January 10, 2023 and recommended approval of both requests with conditions that are contained in the Council Ordinance and DRI Development Order Amendment.

The Council first reading of the zoning ordinance was held on February 1, 2023.

See staff report for additional details.

Action Requested:

Motion to approve Zoning Ordinance 2023-01 and Resolution 2023-01 (12th Amendment to Development of Regional Impact Development Order).

Process and Timeline:

- Planning, Zoning and Design Board Public Information Meeting December 13, 2022
- Planning, Zoning and Design Board Public Hearing January 10, 2023
- First Reading February 1, 2023
- Second Reading February 15, 2023

Financial Impact:

Minor cost for newspaper advertisement for second reading.

Attachments:

1. Zoning Ordinance 2023-01
2. Resolution 2023-01 and DRI Development Order
3. Presentation
4. Staff Report

**VILLAGE OF ESTERO, FLORIDA
ZONING
ORDINANCE NO. 2023 - 01**

**AN ORDINANCE OF THE VILLAGE COUNCIL OF THE
VILLAGE OF ESTERO, FLORIDA, AMENDING THE
ZONING FOR INTERNATIONAL DESIGN CENTER TO
ALLOW OFFICE USES IN ADDITION TO THE
EXISTING DESIGN CENTER USES ON A 19.1-ACRE
PROPERTY ON THE SOUTH SIDE OF CORKSCREW
ROAD, EAST OF INTERSTATE 75; PROVIDING FOR
SEVERABILITY; PROVIDING FOR CONFLICTS; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, International Design Center, LLC, represented by Mark Geschwendt (the “Applicant”) filed an application for an amendment to the Commercial Planned Development (CPD) to amend the Schedule of Uses to allow for office uses in addition to the approved specialty design center uses in the existing Design Center building on approximately 19.1 acres (the “Property”); and

WHEREAS, the property STRAP number is 35-46-25-E2-U2276.2380 and is legally described in Exhibit B; and

WHEREAS, at a duly noticed public hearing held on January 10, 2023, the Planning, Zoning, and Design Board recommended approval with conditions of the rezoning; and

WHEREAS, a duly noticed first reading was held before the Village Council on February 1, 2023; and

WHEREAS, a duly noticed second reading and public hearing was held before the Village Council on February 15, 2023 for adoption of the Ordinance.

NOW, THEREFORE, be it ordained by the Village Council of the Village of Estero, Florida:

Section 1. Zoning Amendment.

The Village Council approves with conditions the amendment to the Commercial Planned Development, subject to the following conditions.

Section 2. Conditions.

1. The development of this project must be consistent with the 1-page Master Concept Plan (MCP) entitled "Miromar Square Corporate Center CPD," stamped received

Ordinance No. 2023-01
DCI 2022-E004

International Design Center

Page 1 of 11

Note: Words that have been added are underlined in red. Words that have been deleted are ~~stricken through~~ in red.

on Jan 02 2008 attached hereto as A, except as modified by the conditions below. This development must comply with all requirements of the ~~Lee County~~ LDC at time of local development order approval, except as may be granted by deviation as part of this Planned Development. If changes to the Master Concept Plan are subsequently pursued, appropriate approvals will be necessary.

The Conditions contained herein incorporate all zoning Conditions and Deviations from Resolution Z-02-043A and COP2006-00117. In previous zoning actions, Resolution Z-02-043 was superseded by Resolution Z-02-043A.

Development on the 36-acre site depicted on attached MCP is approved for a maximum of 495,000 square feet of floor area for commercial office and retail uses and a 120 unit hotel/motel. Of the 495,000 square feet, 400,000 square feet is dedicated to the International Design Center and the remainder dedicated to Miromar Corporate Center, which is comprised of a 5,000-square-foot bank, 90,000 square feet of office space, and a 120 unit hotel/motel.

2. The following limits apply to the project and uses:

a. **Schedule of Uses (Miromar Square Corporate Center)**

Administrative Offices

ATM

Banks and Financial Establishments: Groups I and II

Bar or Cocktail Lounge, in conjunction with hotel/motel use

Business Services: Group I

Consumption on Premises

Day Care Center: child and/or adult

Drive Through Facility, for any permitted use

Essential Services

Essential Service Facilities: Group I

Gift and Souvenir Shop

Hotel/motel

Insurance Companies

Nightclubs, in conjunction with hotel/motel use

Parking lot, accessory

Personal Services: Groups I and II

Restaurant, in connection with hotel/motel use

Signs, in accordance with Chapter ~~30-6~~

Specialty Retail Shops: Groups I and II

Social Services: Group I

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International Design Center

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- 87 b. **Schedule of Uses (International Design Center)**
88 Accessory Uses and Structures permitted ancillary to a permitted principal
89 use
90 Administrative Offices
91 Consumption on Premises, ancillary to the International Design Center
92 (See Condition 13.f, below)
93 Essential Services
94 Essential Service Facilities: Group I
95 Excavation, water retention
96 Fences, Walls
97 Household and Office Furnishings: Groups I, II and III (excluding pre-
98 fabricated swimming pools) - including all uses contained in the "Product
99 Categories" (page 353 of the DCOTA Directory) attached hereto as
100 Exhibit C
101 Office, General
102 Office, Medical
103 Paint, Glass, and Wallpaper Stores
104 Parking lot, accessory
105 Restaurant, Group II, ancillary to the International Design Center
106 Signs, including the existing billboard, but only in accordance with ~~Lee~~
107 ~~County~~ LDC Chapter ~~30-6~~
108 Storage: Indoor only ~~§34-3001 et seq.~~
109
110 c. **Site Development Regulations**
111 Miromar Corporate Square Center and International Design Center
112 Minimum Lot Area and Dimensions:
113 Lot area: 13 acres
114 Lot depth: 600 feet
115 Lot width: 900 feet
116
117 Note: The subject property is split into two parcels; the International Design
118 Center and Miromar Square Corporate Center and further subdivision of the
119 subject property is not contemplated nor approved as part of this rezoning
120 request.
121
122 Maximum Lot Coverage 40 percent
123
124 Minimum Setbacks
125 Front (Corkscrew Rd.) 50 feet
126 Stoneybrook Golf Boulevard 25 feet
127 Side (1-75) 250 feet
128 Side 15 feet
129 Rear 55 feet

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International Design Center

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Note: Words that have been added are underlined in red. Words that have been deleted are ~~stricken through~~ in red.

- 130 Rear (Service Area Structure) 95 feet
 131 **(International Design Center)**
 132
 133 Water body 25 feet, except for bulk headed area
 134 of lake
 135
 136 **(International Design Center)**
 137
 138 Maximum Building Height: 65 feet/three stories
 139
 140 Minimum Building Separation: one-half the building height or 20
 141 feet whichever is greater
 142
 143 3. *Open Space.* Prior to local development order approval for Miromar Square
 144 Corporate Center, all development order plans must delineate a minimum of 6.0 acres
 145 of open space for the overall project (i.e., the 36.17± acres as depicted on the Master
 146 Concept Plan).
 147
 148 4. *Miromar Square Corporate Center*
 149 A Type C buffer (minimum of 20 feet wide) will be installed along the southern
 150 boundary adjacent to the building, parking and drive areas, and must include a solid
 151 wall or combination berm and solid wall not less than eight feet in height. All trees
 152 and shrubs required as part of this buffer must be planted on the south side of the
 153 wall and/or berm between the wall/berm and the existing Stoneybrook RPD.
 154
 155 5. *Development Order Approval.* Development of the Miromar Square Corporate
 156 Center must be accomplished by a new development order approval that
 157 includes/recognizes all of the International Design Center development and shared
 158 infrastructure.
 159
 160 6. *Building Separation.* Buildings exceeding 35 feet in height must maintain
 161 additional building separation as regulated by Lee County LDC §34-2174(a).
 162
 163 7. *Concurrency.* Approval of this zoning request does not address mitigation of the
 164 project's vehicular or pedestrian traffic impacts. Additional conditions consistent
 165 with the ~~Lee County Lee County Village of Estero~~ LDC may be required to obtain
 166 a local development order.
 167
 168 8. *Concurrency.* Approval of this rezoning does not guarantee local development
 169 order approval. Future development order approvals must ~~satisfy the requirements~~
 170 ~~of the Lee County Comprehensive Plan Planning Communities Map and Acreage~~
 171 ~~Allocation Table, Map 16 and Table 1(b); be reviewed for, and found consistent~~
 172 ~~with, the retail commercial standards for site area, including range of gross floor~~

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International Design Center

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- 173 ~~area, location, tenant mix and general function, as well as all other Lee County be~~
 174 ~~consistent with the Village of Estero~~ Comprehensive Plan ~~provisions.~~
 175
 176 9. *Drive-through.* The drive through lanes for the proposed bank must be positioned
 177 so that they are not readily visible from Corkscrew Road.
 178
 179 ~~10. *Blasting.* No development blasting is permitted as part of this project, except as~~
 180 ~~provided for in Condition 13.e. below.~~
 181
 182 ~~11.~~10. *Cross Access Easement.* Miromar Square Corporate Center and the International
 183 Design Center are owned by Miromar Development Corporation. In the event one
 184 of the two properties or both are sold, a cross access agreement acceptable to ~~Lee~~
 185 ~~County~~ the Village must be recorded in the public records of Lee County.
 186
 187 ~~12.~~11. *Accessory Uses.* Accessory uses, including accessory parking, must be located on
 188 the same tract, lot, parcel or outparcel where a principal use is located. Accessory
 189 uses must be incidental and subordinate to the principal use of the tract, lot, parcel
 190 or outparcel, except as may be permitted in Condition 12.e below.
 191
 192 ~~13.~~12. *International Design Center.* The following conditions are carried forward from
 193 Resolution Z-02-043A as they pertain only to the International Design Center.
 194
 195 a. *Littoral Plantings.* Prior to local development order approval, no more than
 196 25 percent of the lake shoreline may consist of bulkhead, and the landscape
 197 plans must include a littoral planting plan based on three littoral plants per
 198 linear foot of shoreline. The littoral plantings must consist of a minimum of
 199 four species of native wetland plants and must be clustered to ensure survival.
 200 50 percent of the required littoral plantings must be native wetland trees
 201 (minimum 3-gallon container size) provided on a 10:1 ratio (one native
 202 wetland tree is equivalent to 10 herbaceous plants). The bulkhead design must
 203 be in substantial compliance with the Stoneybrook CPD Buffering and
 204 Setback Plan stamped received August 9, 2002.
 205
 206 b. *Buffers.* A Type C buffer (minimum of 20 feet wide) will be installed along
 207 the southern boundary adjacent to the building, parking and drive areas, and
 208 must include a solid wall or combination berm and solid wall not less than
 209 eight feet in height. All trees and shrubs required as part of this buffer must
 210 be planted on the south side of the wall and/or berm between the wall/berm
 211 and the existing Stoneybrook RPD. A 50-foot-wide, Type F buffer (no wall)
 212 will be provided along the southwest portion of the rear property line
 213 adjacent to the open space and the westernmost lake as depicted on the
 214 attached Master Concept Plan.
 215

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International Design Center

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- 216 ~~e. Design Center Change of Use. Any change of use of, or within, the~~
 217 ~~proposed Design Center Building, as approved by this NOPC, will require~~
 218 ~~further DRI analysis as part of an application for an amendment to the DRI~~
 219 ~~NOPC. A change of use from a use approved on attached Exhibit D~~
 220 ~~(DCOTA Product Categories) to a "like" would not be subject to further~~
 221 ~~DRI review.~~
- 222
- 223 ~~c. Impact Fees. Impact fees in effect at the time building permits are issued~~
 224 ~~must be paid for all applicable residential and nonresidential development~~
 225 ~~as also delineated in Condition C.6 of the Twelfth DRI Development Order.~~
- 226
- 227 ~~d. Blasting. Any blasting associated with this development must be in~~
 228 ~~accordance with Chapter 3 of the Lee County LDC. In conjunction with any~~
 229 ~~blasting, the developer must pay for a seismographic expert hired by Lee~~
 230 ~~County to ensure compliance with the development blasting regulations.~~
- 231
- 232 ~~d.e. Parking. Any conversion of uses as described in Exhibit A-3 ~~to the 10th of~~~~
 233 ~~the 12th Amended DRI Development Order must comply with the~~
 234 ~~corresponding parking requirements in the LDC.~~
- 235
- 236 ~~e.f. Parking.~~
- 237 (1) Parking for Phase I (250,000 square feet) of the International Design
 238 Center ~~must be has been~~ provided in accordance with the local
 239 development order and the requirements for the retail sale of "large
 240 products or commodities", which includes office and household
 241 furnishings Groups I and II. The requirement is one space per 400
 242 square feet, except for dead storage (as defined in the Lee County
 243 LDC), which is provided at one per 1,000 square feet.
- 244
- 245 (2) Parking for the project may be located within the contiguous
 246 property owned by Miromar Development Corporation (Miromar
 247 Square Corporate Center), which is subject to this zoning action, at
 248 the Director's discretion.
- 249
- 250 (3) Once Phase I of the Design Center is open for business and prior to
 251 the issuance of the development order for Phase II and Phase III of
 252 the Design Center, parking must be provided in accordance with the
 253 Land Development Code. ~~if~~ If the applicant is going to request an
 254 administrative parking deviation, the applicant will undertake a
 255 Parking Monitoring Program. The Parking Monitoring Program will
 256 be a parking occupancy/demand survey. The purpose of the survey
 257 is to verify the overall parking ratio and demand for Phase I of the
 258 International Design Center and to determine, to the extent practical,

Ordinance No. 2023-01
 DCI 2022-E004

International Design Center

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259 the demand generated by the first floor uses and the demand
 260 generated by the second and third floors. The parking survey must
 261 be conducted for three consecutive weekdays for two weeks (a total
 262 of six days) during the peak season months (January, February or
 263 March), unless another month is mutually agreed to by the applicant
 264 and ~~Lee County~~ the Village of Estero. The applicant must meet with
 265 ~~Lee County~~ the Village of Estero to review the methodology for the
 266 survey. The survey must establish the following:
 267
 268 (a) The existing Design Center square footage by floor and
 269 ground floor dead storage versus public areas.
 270
 271 (b) The required number of parking spaces for the existing
 272 square footage.
 273
 274 (c) The existing number of Design Center parking spaces
 275 provided by location (lot number) and type (handicap, valet,
 276 etc.).
 277
 278 (d) The existing parking ratio for the overall Design Center and
 279 by component if possible (ground floor and second and third
 280 floors).
 281
 282 (e) The Design Center parking occupancies by hour, location,
 283 and for the overall facility.
 284
 285 (f) Utilize the data from the survey to determine whether the
 286 existing ratio is appropriate and make a professional
 287 recommendation regarding an appropriate parking ratio and
 288 state the basis for the opinion.
 289
 290 (g) Identify the square footage of Phase II and Phase III and the
 291 required number of spaces required for each phase. Identify
 292 the appropriate adjusted rate for each phase based on the
 293 survey.
 294
 295 (h) The total cumulative (Phases I, II, and III) number of parking
 296 spaces for the International Design Center, the cumulative
 297 ratio, and the recommended modifications to the cumulative
 298 ratio based on the occupancy demand survey.
 299
 300 The survey must be compiled in report form and it must be
 301 submitted to ~~Lee County~~ the Village of Estero for review.

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International Design Center

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- (4) The developer must provide monitoring data from the Design Center in support of any request for an administrative parking deviation. The developer must submit the monitoring data to the ~~County~~ Village with an application for any administrative parking deviation prior to or at the time of local development order application for Phase II and/or Phase III. The Director has the discretion to determine whether a parking deviation is warranted based on the documentation provided in the monitoring report. The Director may approve a deviation for the entire center, including the already constructed Phase I, which restricts the deviation to no less than 1.34 parking spaces per 1,000 square feet of floor area even though the result of the parking survey may be more than 1.34 but less than code.
- (5) If the developer decides not to build future phases, and it is determined based on the monitoring data and the request for an administrative deviation that the amount of parking provided for Phase I is in excess of the amount of parking required for Phase I, the Director has the discretion to approve a deviation allowing the excess parking to be removed or utilized for other uses as may be permitted by the ~~Lee County~~ Village of Estero LDC.
- (6) If the developer modifies the building to remove the atrium, parking must be provided in accordance with the Land Development Code for additional leasable area.
- ~~f.g.~~ *Consumption on Premises.* The following condition is carried forward from COP2006-00117 as it pertains only to the International Design Center.
- (1) The Consumption on Premises (COP) approval is limited to a Group II Restaurant, as well as package sales in conjunction with catering to individual showrooms within the International Design Center.
- (2) The sale of beer and wine may only occur during the hours of Monday-Friday 9:00 a.m. - 6:00 p.m., and Saturday 10:00 a.m. - 6:00 p.m. No sale of beer and wine on Sunday.
- (3) Indoor seating is limited to 44 seats, as shown on Site Plan, attached as Exhibit D.

343 (4) This approval is limited to 2-COP license only. If any other type of
 344 license is sought, a new approval in accordance with ~~Lee County~~
 345 Village of Estero LDC will be required.

346
 347 (5) The COP approval is not in conjunction with COP for outdoor
 348 seating.

349

350 ~~g.h.~~ Changes to the building, including occupancy type, load or physical change
 351 will require review by a fire protection engineer, subject to Estero Fire
 352 Rescue approval.

353

354 **Section 3. Deviations.**

355

356 Deviations 1 through 4 were originally approved in Resolution Z-02-043A and are carried
 357 forward by this zoning action, as follows:

358

359 1. Deviation (1) seeks relief from the LDC §10-329(e)(4) requirement that excavation
 360 of bank slopes be no greater than 4:1, to allow the project to conform to Southwest
 361 Florida Water Management District (SFWMD) permits. This deviation is
 362 APPROVED, SUBJECT TO Condition 13.a. above.

363

364 2. Deviation (2) withdrawn.

365

366 3. Deviation (3) seeks relief from the LDC §34-2020(2)m.4 requirement that
 367 household and office furniture stores provide one parking space per 400 square feet
 368 of total floor area excluding those areas within the principal building used only for
 369 dead storage and not available to the public, to allow parking to be provided at 1.34
 370 spaces per 1,000 square feet of total floor area for second and third floors only. This
 371 deviation is DENIED. The parking requirement for the Design Center will be set
 372 forth in Condition 13.f. above.

373

374 4. Deviation (4) seeks relief from the LDC §34-1046(b)(7)b requirement that projects
 375 within the Corkscrew Main Street Overlay District must locate their required
 376 parking to the rear and sides of proposed buildings, to allow parking in front of the
 377 building adjacent to Corkscrew Road. This deviation is APPROVED.

378

379 5. Deviations (5) and (6) withdrawn.

380

381 **Section 4. Findings and Conclusions**

382

383 Based upon an analysis of the application and the standards for approval in the Land
 384 Development Code, and the conditions of approval, the Council finds and concludes the
 385 application:

Ordinance No. 2023-01
 DCI 2022-E004

International Design Center

Page 9 of 11

Note: Words that have been added are underlined in red. Words that have been deleted are ~~stricken through~~ in red.

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1. Is consistent with the Comprehensive Plan;
 2. Is not in conflict with any portion of the LDC;
 3. Addresses a demonstrated community need;
 4. Is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zoning district for the land;
 5. Would result in a logical and orderly development pattern;
 6. Would not adversely affect the property values in the area;
 7. Would result in development that is adequately served by public facilities (road, potable water, wastewater, solid waste, storm water, schools, parks, police, and fire and emergency medical facilities);
 8. Would not result in significantly adverse impacts on the natural environment including, but not limited to, water, air, noise, storm water management, wildlife, vegetation, wetlands, environmentally critical areas, and the natural functioning of the environment;
 9. Is compatible with existing or planned uses in the surrounding uses.

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Section 4. Exhibits

The following exhibits are attached to this Ordinance and incorporated by reference:

414
415
416
417
418

Exhibit A	Master Concept Plan, January 2, 2008
Exhibit B	Legal Description – Miromar Square Corporate Center CPD
Exhibit C	Product Categories (DCOTA Directory)
Exhibit D	COP Approved Area Site Plan

419
420

Section 5. Severability.

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Should any section, paragraph, sentence, clause, phrase or other part of this Ordinance subsequent to its effective date be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole or any portion thereof, other than the part so declared to be invalid.

426
427
428

Section 6. Effective Date.

This Ordinance shall take effect upon adoption at second reading.

Ordinance No. 2023-01
DCI 2022-E004

International Design Center

Page 10 of 11

Note: Words that have been added are underlined in red. Words that have been deleted are ~~stricken through~~ in red.

429 **PASSED** on first reading this 1st day of February, 2023.

430

431 **PASSED AND ADOPTED BY THE VILLAGE COUNCIL** of the Village of Estero, Florida
432 this 15th day of February, 2023.

433

434

435 Attest:

VILLAGE OF ESTERO, FLORIDA

436

437

438 By: _____
439 Carol Sacco, Village Clerk

By: _____
Katy Errington, Mayor

440

441

442

443 Reviewed for legal sufficiency:

444

445

446 By: _____
447 Nancy Stroud, Esq., Village Land Use Attorney

448

449

450 Vote: AYE NAY

451

452 Mayor Errington _____ _____

453 Vice Mayor McLain _____ _____

454 Councilmember Ribble _____ _____

455 Councilmember Fiesel _____ _____

456 Councilmember Boesch _____ _____

457 Councilmember Ward _____ _____

458 Councilmember Wilson _____ _____

Ordinance No. 2023-01
DCI 2022-E004

International Design Center

Page 11 of 11

Note: Words that have been added are underlined in red. Words that have been deleted are ~~stricken through~~ in red.

Exhibit A

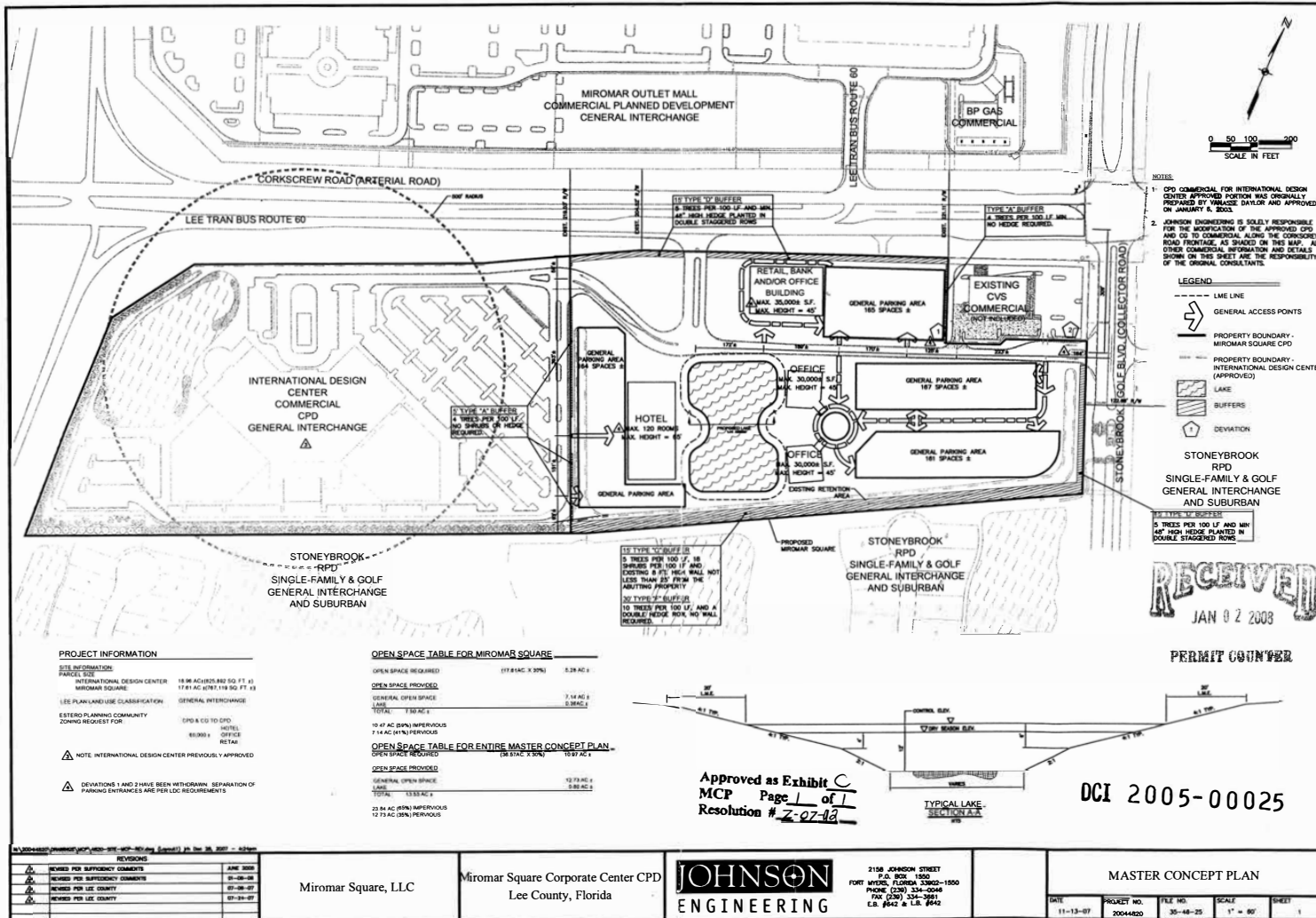


Exhibit B

PROPERTY DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTIONS 25, 35 AND 36, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST NORTHWESTERLY CORNER OF STONEYBROOK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 63 AT PAGES 1 THROUGH 50 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N.08°33'22"W. ALONG THE EASTERLY RIGHT-OF-WAY OF INTERSTATE 75, FOR A DISTANCE OF 291.58 FEET; THENCE RUN N.06°50'44"W. ALONG SAID RIGHT-OF-WAY, FOR A DISTANCE OF 298.46 FEET; THENCE RUN N.27°26'20"E. ALONG SAID RIGHT-OF-WAY, FOR A DISTANCE OF 244.85 FEET; THENCE RUN N.60°16'16"E. ALONG SAID RIGHT-OF-WAY, FOR A DISTANCE OF 723.20 FEET; THENCE RUN N.55°53'35"E. ALONG SAID RIGHT-OF-WAY, FOR A DISTANCE OF 393.61 FEET; THENCE DEPARTING FROM SAID RIGHT-OF-WAY RUN N.61°46'32"E., FOR A DISTANCE OF 767.61 FEET; THENCE RUN S.28°13'28"E. FOR A DISTANCE OF 214.00 FEET; THENCE RUN N.61°46'32"E. FOR A DISTANCE OF 135.43 FEET; THENCE RUN N.15°14'17"E. FOR A DISTANCE OF 19.33 FEET; THENCE RUN N.61°46'32"E. FOR A DISTANCE OF 205.18 FEET TO A POINT ON THE BOUNDARY OF TRACT A OF SAID STONEYBROOK; THENCE RUN S.28°13'28"E. ALONG THE BOUNDARY OF SAID TRACT A, FOR A DISTANCE OF 385.03 FEET TO A POINT ON THE BOUNDARY OF TRACT "G-3" OF SAID STONEYBROOK; THENCE RUN S.55°53'35"W. ALONG THE BOUNDARY OF SAID TRACT "G-3" AND ALONG THE BOUNDARY OF TRACT'S "B-6", "G-4" AND "B-7" OF SAID STONEYBROOK, FOR A DISTANCE OF 1250.00 FEET; THENCE RUN S.60°16'16"W. ALONG THE BOUNDARY OF TRACT'S "B-7", "G-6" AND "B-9" OF SAID STONEYBROOK, FOR A DISTANCE OF 1402.18 FEET TO THE POINT OF BEGINNING; CONTAINING 36.571 ACRES, MORE OR LESS.

RECEIVED
SEP 27 2006

COMMUNITY DEVELOPMENT

DCI 2005-00025

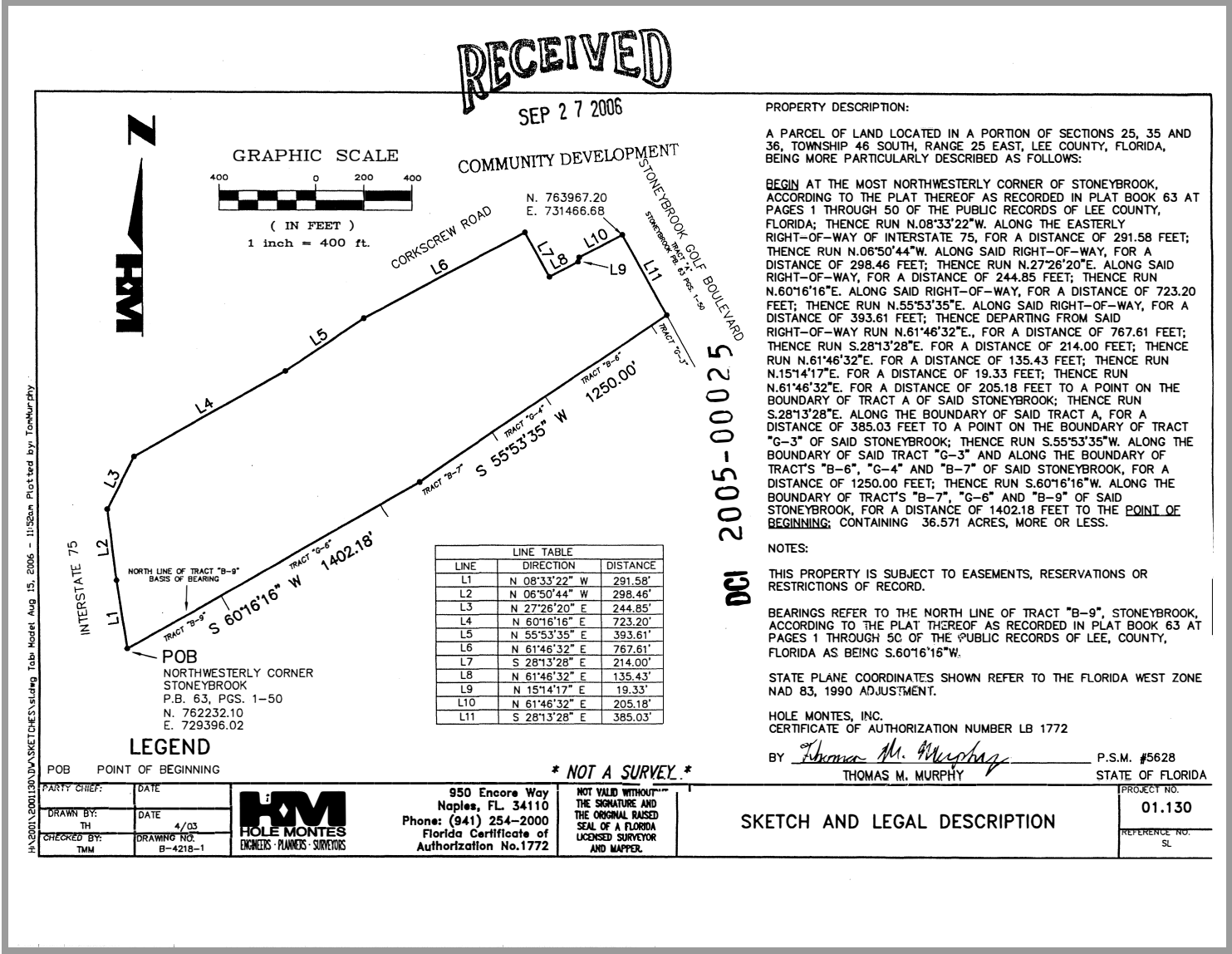
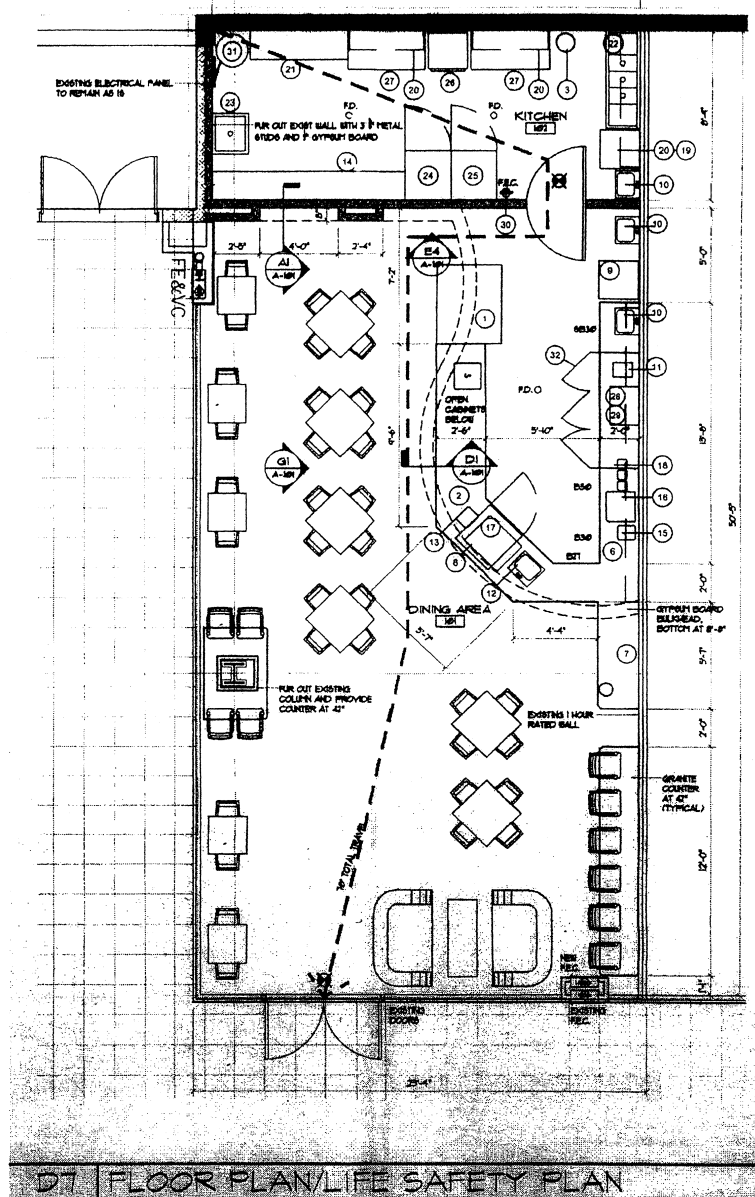


Exhibit C

Product Categories

Accessories	.354	Juvenile Furniture	.364
Antiques	.356	Kitchens	.366
Appliances	.357	Laminate	.367
Architectural Adornments	.357	Leather	.357
Area Rugs	.358	Lighting	.366
Armoires	.359	Linens	.354
Art / Art Services / Framing	.356	Marble	.367
Artificial Plants & Florals	.354	Mirrors	.354
Audio Visual Systems	.357	Modular Components	.364
Bar Stools / Bar	.360	Outdoor Furniture	.364
Bathrooms	.357	Pianos	.364
Bedding	.354	Planters / Statuary	.355
Bedroom Furniture	.360	Plumbing Fixtures	.357
Benches	.361	Reproductions	.364
Building Products	.357	Screens / Panels	.355
Cabinets / Closets	.357	Seating	.365
Canopies / Awnings	.357	Sisal Flooring	.359
Carpeting	.359	Sofas	.365
Case Goods	.361	Stone	.367
Ceramic Tile & Stone	.359	Surfacing Materials	.367
Chairs	.361	Tables	.366
Conference Tables	.362	Tabletop Accessories	.355
Cork Flooring	.359	Textiles	.358
Credenzas	.362	Tile	.367
Decorative Hardware	.357	Trimmings	.358
Desks	.363	Upholstery	.367
Entertainment Centers / Wall Units	.363	Vinyl Flooring	.359
Fabric	.357	Wall Accessories	.356
File Systems	.364	Wall Coverings	.368
Fireplaces / Mantels	.357	Wicker / Rattan	.368
Floor Accessories	.354	Window Treatments	.368
Floor Covering	.358	Windows	.357
Furniture	.359	Woodwork / Millwork	.368
Glass	.367	Yacht / Ship Interiors	.368
Hardwood Flooring	.359		
Products		353	

Exhibit D



**VILLAGE OF ESTERO, FLORIDA
ZONING
RESOLUTION NO. 2023-01**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE
VILLAGE OF ESTERO, FLORIDA, ADOPTING A
RECODIFIED DEVELOPMENT ORDER FOR THE
STONEBROOK (CORKSCREW PINES) DEVELOPMENT
OF REGIONAL IMPACT (DRI) (12TH AMENDMENT TO
DRI DO STATE #3-8384-40); AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Mark Geschwendt, Esquire, authorized agent for International Design Center (“applicant”) filed an application for a proposed change to the Stoneybrook Development of Regional Impact (“DRI”) to allow the addition of office uses to the existing International Design Center building on the Miromar Square Corporate Center property; and

WHEREAS, the property is located in the southwest corner of Corkscrew Road and Interstate 75; and

WHEREAS, the subject property is a portion of the larger Stoneybrook DRI and zoned as Commercial Planned Development, and applicant has filed concurrently with the DRI amendments an application for amendment to the Planned Development; and

WHEREAS, the applicant is requesting to amend the DRI Development Order to also update the DRI and create the Twelfth Amendment to the DRI Development Order; and

WHEREAS, the Stoneybrook Development of Regional Impact is now within the jurisdiction of the Village of Estero; and

WHEREAS, Section 380.06, Florida Statutes (2018), as amended by Chapter 2018-158, Laws of Florida, provides, *inter alia*, that amendments to previously approved DRIs shall be reviewed in accordance with local procedures and standards; and

WHEREAS, the Village Council has reviewed the proposed Amendment and finds the changes are acceptable if development proceeds as conditioned in the Twelfth Amended DRI Development Order, Exhibit A hereto and incorporated herein, and the associated Planned Development amendment, Exhibit B hereto; and

WHEREAS, the proposed changes to the Stoneybrook (Corkscrew Pines) DRI Development Order described herein are consistent with the adopted Village of Estero Comprehensive Plan and applicable Village land development regulations; and

Resolution No. 2023-01
Case No. DCI 2022-E004

Page 1 of 2

**PROPOSED AMENDMENTS TO THE
STONEBROOK DRI DEVELOPMENT ORDER**

**TWELFTH AMENDED
CODIFIED DEVELOPMENT ORDER¹
FOR
STONEBROOK (CORKSCREW PINES)**

A DEVELOPMENT OF REGIONAL IMPACT

#3-8384-40

Let it Be Known that pursuant to Florida Statutes §380.06, the Board of County Commissioners of Lee County, Florida, heard at a public hearing convened on June 17, 1985 the Application for Development Approval for the Corkscrew Pines Development of Regional Impact, a mixed residential and commercial development consisting of approximately 900 acres to be developed in accordance with the application filed on March 1, 1984 by Corkscrew Properties, Ltd.

WHEREAS, the original Corkscrew Pines DRI Development Order was approved on June 17, 1985; and

WHEREAS, the Development Order was amended on November 10, 1986, to incorporate the terms of the stipulated settlement regarding transportation, vegetation and wildlife, community services, and other issues (fringe area); and

WHEREAS, the Development Order was subsequently amended a second time on September 23, 1991, to extend the buildout/expiration date from 1991 to 2001 and to extend the phase end dates (Phase 1 from 1989 to 1992, Phase 2 from 1993 to 1996, Phase 3 from 1998 to 2001); and

WHEREAS, a third amendment to the Development Order was adopted on March 1, 1993, to extend the buildout/effective date from 2001 to 2003 and to extend the phase end dates (Phase 1 to 1994, Phase 2 to 1998 and Phase 3 to 2003); and

WHEREAS, on December 1, 1997, the Development Order was amended a fourth time to modify the transportation conditions consistent with the Corkscrew Road Service Area (CRSA) resolutions adopted by the Board of County Commissioners on July 6, 1994, adopt new Maps G

¹ This is a codification and restatement of all DRI Development Orders rendered with respect to the Stoneybrook (Ina Corkscrew Pines) DRI, including actions taken on June 17, 1985, November 10, 1986, September 23, 1991, March 1, 1993, December 1, 1997, April 21, 1998 and June 21, 1999, May 6, 2002 and January 6, 2003, October 2, 2007, and October 15, 2007 and December 15, 2008 and February 15, 2023.

and H, revise the legal description to correctly describe the project lands, extend the buildout date from 2003 to 2010 and revise the conditions pertaining to community services and phasing; and

WHEREAS, the Development Order was amended a fifth time on April 21, 1998, to reduce the number of residential units from 3,000 to 1,840, provide for a single-family/multi-family conversion ratio, update conditions related to transportation and CRSA improvements, change the project name to "Stoneybrook, a Golf Course Community", and adopt a new Map H; and

WHEREAS, a sixth amendment to the Development Order was adopted on June 21, 1999 to modify the phasing for residential unit construction and the conditions applicable to the residential unit conversion; and

WHEREAS, since the original approval, the total area of the project has been reduced from approximately 900 acres to 843.98± acres by virtue of the following deeds: 5 acres to a public utility franchise, 36.56± acres to the Lee County School Board, and 6.7± acres to Lee County for additional right-of-way for improvements to Corkscrew Road; and

WHEREAS, on May 6, 2002 the Development Order was amended a seventh time to: (1) decrease the total number of single family units from 1,200 to 785, (2) decrease multiple-family units from 640 to 500, (3) add 36,200 gross leasable square feet of retail commercial floor area (for a total of 236,200), (4) add 40,000 square feet of office floor area, (for a total of 140,000 square feet) and (5) add a fire station; and

WHEREAS, on January 6, 2003 the Development Order was amended an eighth time to accomplish the following: (1) increase gross retail floor area from 236,200 square feet to 450,345 square feet; (2) decrease gross office floor area from 140,000 square feet to 90,000 square feet; and (3) add 125 hotel units; and

WHEREAS, at the request of the Lee County Hearing Examiner, Applicant performed an affordable housing study based on the cumulative and proposed changes, which determined that the proposed 8th amendment would not create a regional impact on the demand of affordable housing in the area; and

WHEREAS, the Board adopted Resolution 7-10-02 as the ninth amendment to the Development Order to grant the three-year extension to the phase, buildout, and expiration date in accord with House Bill 7203 signed into law on June 19, 2007 and codified at Florida Statutes §380.06(19)(c); and

WHEREAS, on October 15, 2007 the Development Order was amended a tenth time to (1) increase total commercial square footage by 5,000 square feet from 450,345 to 455,345 square feet; (2) increase total office square footage by 40,000 from 90,000 to 130,000; and, (3) decrease hotel units from 125 to 120 units; and

WHEREAS, ~~ASAP Storage~~ on ~~October 22, 2007~~ the Development Order was amended an 11th time ~~Corkscrew LC and Corkscrew Stoneybrook Retail, LLC submitted a Notice of Proposed Change on October 22, 2007~~ to (1) decrease total office square footage from 130,000 to 91,500 square feet; (2) increase total commercial square footage from 455,345 to 469,145 square feet; and, (3) add 150,000 square feet of min-warehouse; and

~~WHEREAS, under §380.06(19), Florida Statutes, the proposed change must be reviewed cumulatively with previous changes to the DRI Development Order to determine whether they constitute a substantial deviation from the terms of the original DRI Development Order approvals; and~~

~~WHEREAS, the proposed simultaneous increase and decrease of two or more uses is presumed to be a substantial deviation under Florida Statutes §380.06(19)(e)(5) that may be rebutted by clear and convincing evidence; and~~

~~WHEREAS, the applicant submitted evidence to rebut the presumption; and~~

~~WHEREAS, the Board of County Commissioners has reviewed the proposed amendment along with the rebuttal evidence and found that the changes, as conditioned, do not constitute a substantial deviation; and~~

~~WHEREAS, the Board of County Commissioners of Lee County Florida, has considered the report and recommendations of the Southwest Florida Regional Planning Council, the Lee County Administrative Staff, the Lee County Hearing Examiner, and the documents and comments on the record in public hearing; and~~

~~WHEREAS, the Village of Estero was incorporated on December 31, 2014 and the property is now within the jurisdiction of the Village; and~~

~~WHEREAS, on February 15, 2023, the Development Order was proposed to be amended a twelfth time to allow for office uses in the Design Center building, and update and remove outdated provisions in the DRI development order.~~

NOW, THEREFORE, be it resolved by the ~~Board of County Commissioners~~ Village Council of the Village of Estero Lee County, Florida, that the Development Order for the Stoneybrook DRI is hereby amended as follows:

I. FINDINGS OF FACT/CONCLUSIONS OF LAW

A. The Developer proposes to develop a mixed use development, including a residential golf course community comprised of 1,285 dwelling units and two separate commercial areas. The development includes a total of ~~469,145~~ 560,645 gross leasable square feet of retail commercial ~~space and 91,500 gross leasable square feet of~~ and office space, 150,000 square feet of mini-warehouse and 120 hotel units. The retail commercial and office components will be developed as part of two separate projects: one on approximately 39± acres (Miromar Square) comprised of 400,000 square feet of Design Center/office use, 5,000 square feet is bank, and 14,145 square feet is general retail, 90,000 square feet of office and 120 hotel units; ~~and the other on~~ The easternmost commercial parcel is approximately 21.1 acres comprised of 50,000 square feet of retail and 1,500 square feet of office, 150,000 square feet of mini-warehouse, 1.2 acre fire station site and 7.6 acres of conservation.

Development will be accomplished in accordance with the land use set forth in paragraph A above, ~~and phasing schedule set forth in attached Exhibit A-1, the Single-Family/Multi-Family Conversion Ratio set forth in attached Exhibit A-2 (applicable to the RPD~~

~~area/24-acre-commercial-site)~~ and the Miromar Design Center Conversion Ratio set forth in attached Exhibit A-3 (applicable to the 39 acre/Design Center/Miromar Square site) provided the site development complies with all requirements, including parking, set forth in the LDC and Zoning resolution Z-02-043 approving the design center and Ordinance 2023-01. The development constitutes a mixed use residential and commercial Development of Regional Impact on the real property legally described in attached Exhibit B.

B. The subject property is presently zoned RPD, CPD, and ~~GG~~ CC.

C. The Application for Development Approval is consistent with the requirements of §380.06, Florida Statutes.

D. The development does not unreasonably interfere with the achievement of the objectives of an adopted State Land Development Plan applicable to the area.

E. ~~The proposed conditions set forth below meet the criteria found in §380.06(15)(d), Florida Statutes.~~

F.E. The proposed development is not located in an area designated as an Area of Critical State Concern pursuant to the provisions of §380.05, Florida Statutes.

G. ~~The proposed development has been reviewed by the Southwest Florida Regional Planning Council (RPC) and is the subject of the report and recommendations adopted by that body. The report has been forwarded to Lee County in accordance with the provisions of §380.06, Florida Statutes. The proposed development is consistent with this report and its recommendations, the Southwest Florida Regional Comprehensive Plan, the State Comprehensive Plan, and the adopted State Land Development Plan.~~

H.F. The proposed development, is consistent with the adopted Lee County Village of Estero Comprehensive Plan, subject to the conditions as described herein, and all applicable local land development regulations.

I. ~~The changes requested as part of the eighth amendment to the DRI Development Order were reviewed cumulatively with previous changes and found not to be a substantial deviation from the original Development Order approvals. The presumption of substantial deviation related to the simultaneous increase and decrease of two or more uses was rebutted based upon the traffic data submitted by the applicant and reviewed by DOT.~~

J. ~~Under HB7203, the three year extension is not a substantial deviation, is not subject to further Development of Regional Impact review, and may not be considered when determining whether a subsequent extension is a substantial deviation under F.S. §380.06(19)(c).~~

K. H. The buildout date is April 25, 2034, ~~June 15, 2013~~ based on several state of emergency extensions authorized by the State of Florida.

L. Chapter 2018-158, Laws of Florida, returned control of Developments of Regional Impact to local government. Implementation and amendment to DRI DOs must now follow local procedural processes, and, with exceptions set out in Chapter 380.06, Florida Statutes, must be

judged on consistency with the local government (Village of Estero) land development code and comprehensive plan.

II. ACTION ON REQUEST AND CONDITIONS OF APPROVAL

NOW, THEREFORE, BE IT RESOLVED BY THE ~~BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA~~ VILLAGE COUNCIL OF THE VILLAGE OF ESTERO in a public meeting duly constituted and assembled on that the proposed amendments to the Stoneybrook, a Golf Course Community (formerly known as Corkscrew Pines DRI) Development of Regional Impact are hereby APPROVED, subject to the following conditions, restrictions, and limitations.

A. ENERGY

The Developer must incorporate, as a minimum, the following energy conservation features into all site plans and architectural programs or insure that the following features are implemented through deed restrictions and covenants with successors in title.

These features are:

1. Provision of a bicycle/pedestrian system connecting all land uses, to be placed along arterial and collector roads within the project as shown on attached Map H, and also along Corkscrew Road. This system is to be constructed in accordance with Lee County requirements.
2. Provision of bicycle racks or storage facilities in recreational, commercial, and multifamily residential areas.
3. Location of bus stops, shelters, and other passenger and system accommodations for a transit system to serve the project area, to specifications of the appropriate Lee County agencies.
4. Use of energy-efficient features in window design (e.g., tinting and exterior shading).
5. Use of operable windows and ceiling fans in residential units.
6. Installation of energy-efficient appliances and equipment.
7. Prohibition of deed restrictions or covenants that would prevent or unnecessarily hamper energy conservation efforts (e.g., building orientation, clotheslines, and solar water heating systems).
8. Reduced coverage by asphalt, concrete, rock, and similar substances in streets, parking lots, and other areas to reduce local air temperatures and reflected light and heat.
9. Installation of energy-efficient lighting for streets, parking areas,

recreation areas, and other interior and exterior public areas.

10. Use of water closets with a maximum flush of 3.5 gallons and shower heads and faucets with a maximum flow rate of 3.0 gallons per minute (at 60 pounds of pressure per square inch) as specified in the Water Conservation Act, §553.14, F.S.

11. Selection, installation and maintenance of native plants, trees, and other vegetative and landscape design features within the project that reduce requirements for water, fertilizer, maintenance, and other needs.

12. Planting of native shade trees to provide shade for all recreation areas, streets, and parking areas.

13. Placement of trees to provide need shade in the warmer months while not overly reducing the benefits of sunlight in the cooler months.

14. Planting of native shade trees for each residential unit.

15. Orientation of structures, as possible, to reduce solar heat gain by walls and to utilize the natural cooling effects of the wind.

16. Provision for structural shading (e.g., trellises, awnings, and roof overhangs) wherever practical when natural shading cannot be used effectively.

17. Inclusion of porch/patio areas in residential units.

18. Establishment of a residential architectural review committee and consideration by the project residential architectural review committee(s) of energy conservation measures (both those noted here and others) to assist residential builders and residents in their efforts to achieve greater energy efficiency in the development.

B. DRAINAGE/WATER QUALITY

1. The Developer, his successor or assign, must implement an ongoing maintenance and monitoring program that regularly inspects, maintains and samples the stormwater drainage system through project lifetime. The program must be designed in consultation with the staffs of the Southwest Florida Regional Planning Council, the South Florida Water Management District (SFWMD), and Lee County. Final approval of the program rests with SFWMD. The sampling point will be the project control structure discharge point identified in the SFWMD permit.

~~2. In order to protect well fields located on this property, the following requirements apply to the area within a 60 day travel time contour, as presented in the Lower West Coast Water Supply Plan dated February 1994 (see attached Map H);~~

~~a. No spray irrigation, or other disposal method for sewage effluent, may be conducted;~~

~~b. Lakes must not be excavated closer than four (4) feet to the limestone portion of the aquifer, as determined by test borings submitted to D.E.P.S at the time of final plan approval;~~

~~e. If the limestone is encountered during excavation, it must be covered with four (4) feet of clean sand;~~

~~d. Bulk storage of fuels or pesticides, gasoline stations, and sewage effluent disposal ponds are not permitted;~~

~~e. No construction or development, except for boardwalks and/or nature trails, is permitted in the areas south of the preserve line (see attached Map H).^{2.3}~~ Any gasoline station or future commercial site will be located only in the property currently zoned CPD or CG and any pesticide storage area for the golf course will be located only in the area indicated as "Golf Course Maintenance" on Map H. Any gasoline station or pesticide storage area must be designed with an extra bentonite (or comparable) liner outside of the tank to prevent any potential contaminant from entering the aquifer or the latest Best Management Practices permitted by the governing agencies.

3.4. All irrigation water will be supplied through a centralized secondary system. No individual home wells will be permitted on the site. Irrigation will be according to the permit issued by the South Florida Water Management District.

C. TRANSPORTATION

1. The Developer must submit a traffic monitoring report prepared by a traffic engineer retained by the Developer, ~~if requested by the Village.~~ ~~with the general biennial report required below.~~ The program will be established to monitor the development's trip generation and impact on the area's roadways. The monitoring program must be designed in cooperation with the Village ~~Lee County Division of Transportation,~~ which will determine specific information needed, frequency of information, critical roadway points, and any other necessary information. The monitoring report must contain P.M. peak hour traffic counts with turning movements and level of service estimations at the project's access points on Corkscrew Road and at the intersections listed in Section C.6. For those intersections that exceed adopted Level of Service Standards, the report will also provide a Level of Service estimation for the roadway segments listed in Section C.6. ~~The developer must submit the first monitoring report to the Southwest Florida Regional Planning Council, the Lee County Division of Transportation, the Lee County Department of Community Development, and the Florida Department of transportation not more than one (1) year after the issuance of the first Lee County Certificate of Occupancy for the Stoneybrook, a Golf Course Community, Development. Reports must then be submitted every two years to the agencies listed above until final buildout of the project. If the monitoring report finds that the projected total of 1,694 net new external P.M. peak hour trips is exceed by 15% (1,945), the project will be deemed a substantial deviation pursuant to §380.06(19)(b)15., F.S., and the Developer must undergo additional DRI review.~~

2. The main entrance road of Stoneybrook, a Golf Course Community, and all other internal roads within Stoneybrook ~~were constructed by the Developer and are now maintained by the Community Development District.~~ ~~will be constructed, funded and~~

~~maintained by the Developer. The Developer is not eligible for road impact fee credits for these improvements because they are 'site-related', as this term is defined in the Land Development Code.~~

3. The Developer has dedicated sufficient right-of-way along the north property line to provide 100 feet of right-of-way south of the proposed centerline of Corkscrew Road for the purpose of widening Corkscrew Road up to six (6) lanes. The Developer and its successors in interest will not be eligible for road impact fee credits for this dedication, but the Developer will be entitled to credits against assessments for the CRSA district in accordance with Lee County Resolutions #94-07-11, #94-07-12, #94-9-4, and #94-9-5, as amended.

4. During each phase of development, the Developer must make all intersection improvements including, but not limited to signalization, turn lanes and deceleration lanes, deemed necessary by the ~~Lee County~~Village Engineer for the project's access points onto Corkscrew Road and any other public roads. The Developer is not eligible for credits against the roads impact fee for these intersection improvements because they are 'site-related', as this term is defined in the Land Development Code.

5. On July 6, 1994, the Lee County Board of County Commissioners adopted Resolution 94-07-11 relating to the provision of infrastructure within the CRSA. The resolution included a finding that the Board of County Commissioners accepted a study entitled "Corkscrew Road Service Area: Implementation of Privately Funded Infrastructure Overlay Concept". This study analyzed the demands for additional infrastructure that would be created by eight (8) developments within the CRSA, including Stoneybrook (f/k/a Corkscrew Pines), and made specific recommendations as to the nature and extent of mitigation that should be required by each of these developments. Ordinance 90-30 authorized the study by creating an MSBU for the CRSA. Resolutions 94-7-12 and 94-9-4 subsequently imposed assessments on the affected parcels to pay for the necessary improvements and costs incurred by Lee County in accordance with the findings of the study. The approved CRA plan indicated that the CRSA would be required to fund \$8,043,000.00 in road improvements in addition to the roads impact fees to be paid by the various developments to mitigate their traffic impacts. Stoneybrook's portion of the CRSA funding requirement is \$2,147,930.00. The plan also recommended that the CRSA assessments be used to widen Corkscrew Road from two (2) to four (4) lanes between I-75 and the Habitat DRI; the study found these improvements to be the equivalent of the property owners' proportionate share of the unfunded road improvements that would be necessary to mitigate the impact of the projects within the CRSA. The use of the CRSA assessments to 'pipeline' improvements to Corkscrew Road was approved by DCA on May 20, 1994. Stoneybrook's contribution to the four-laning of Corkscrew Road through the two assessment programs described above is, therefore, a 'pipeline' improvement that is funded in lieu of proportionate share payments for other roads in the area.

6. In addition to the CRSA special assessments described in Condition C.5., the Developers of Stoneybrook, a Golf Course Community, must pay roads impact fees in effect at the time building permits are issued for all applicable residential and nonresidential development. If roads impact fees are repealed, reduced, or made unenforceable by court action, the Developer must pay the roads impact fees in effect as of the day prior to such

change. Payment of roads impact fees and CRSA assessments are in lieu of proportionate share payments for improvements to maintain the adopted level of service for all significantly impacted road segments and intersections through project buildout in 2013, including the following:

a. Phase 1 (2000)

Regional Roadways:

Corkscrew Road	
-US 41 to Sandy Lane	Widen to 4 lanes
-Sandy Lane to Three Oaks Pkwy	Widen to 4 lanes
-Three Oaks Pkwy to I-75	Widen to 4 lanes

Intersections:

US 41/Corkscrew Road
 Corkscrew Road/Three Oaks Pkwy
 Corkscrew Road/I-75 West Ramp
 Corkscrew Road/I-75 East Ramp

b. Phase II (2007)

Regional Roadways:

Alico Road	
-US 41 to Three Oaks Pkwy	Widen to 6 lanes or alternate facility ¹
-Three Oaks Pkwy to I-75	Widen to 6 lanes or alternate facility ¹

Corkscrew Road	
-Three Oaks Pkwy to I-75	Widen to 6 lanes
-I-75 to T&T Shopping Center Entrance	Widen to 6 lanes
-Ben Hill Griffin Pkwy to East T&T Entrance	Widen to 4 lanes

I-75	
-Corkscrew Road to Alico Road	Widen to 6 lanes or parallel facility
-Alico Road to Daniels Pkwy	Widen to 6 lanes or parallel facility

Intersections:

US 41/Alico Road
 Alico Road/Three Oaks Pkwy
 Alico Road/I-75 West Ramps
 Alico Road/I-75 East Ramps
 Corkscrew Road/Ben Hill Griffin Parkway

c. Buildout (2013)

Regional Roadways:

Alico Road

- US 41 to Three Oaks Parkway
- Three Oaks Pkwy to I-75

Widen to 8 lanes or alternate facility¹
Widen to 8 lanes or alternate facility¹

Corkscrew Road

- T&T Shopping Center to Ben Hill Griffin Pkwy
- East T&T Entrance to Wildcat Run

Widen to 6 lanes
Widen to 4 lanes

I-75

- Corkscrew Road to Alico Road
- Alico Road to Daniels Pkwy

Widen to 8 lanes or parallel facility
Widen to 8 lanes or parallel facility

Additional intersections are not impacted. However, additional improvements to those intersections listed in Phases I and II may be necessary.

Note: (1) Koreschan Blvd. (now known as Estero Parkway) Extension at 4 lanes to Ben Hill Griffin Parkway

The roads impact fees collected by Lee County from the Development will be used to mitigate the adverse impacts of Stoneybrook, a Golf Course Community, on the roadways and intersections listed above, either directly or by providing alternative improvements that are consistent with Lee County's 2020 Traffic Circulation map. Construction schedules for improvements to these roadways will be designed to have the improvements in place coincident with development of Stoneybrook, a Golf Course Community.

7. Nothing contained in this Development Order may be construed to exempt this development from participation in the funding, through Municipal Services Benefits Units (MSBUs) or other special assessment districts, of improvements to various state or county arterial and collector roads or intersections to the degree to which this development generates demand.

8. Findings "s" and "t" of Lee County Resolution #94-07-11, in which the County accepted the CRSA report, indicate that all of the development anticipated in the report will comply with Lee County's concurrency requirements if the report is fully implemented. In light of the "pipeline" transportation improvements recommended by the study and described in Condition C.5. above, the level of development for Stoneybrook, a Golf Course Community, that will generate 1,691 external p.m. peak hour trips will be deemed concurrent for the duration of the project with regard to the following road segments and associated intersections regardless of their levels of service.

- a. Corkscrew Road, from US 41 to the entrance of The Habitat;
- b. Ben Hill Griffin Parkway, from Corkscrew Road to Alico Road;
and
- c. Alico Road, from US 41 to (I-75).

~~If annual monitoring reports confirm that (1) project traffic exceeds 1,691 p.m. peak hour trips; and (2) peak season, peak hour directional traffic on any of the road~~

~~segments and intersections, referenced in Condition C-6. Above, exceeds the standards in Lee County's concurrency management system; and (3) the project is utilizing more than 5% of the roadway's level of service "d" capacity (significant impact)" then further building permits may not be granted until the standards of the County's concurrency management system have been met.~~

~~9. A land use conversion rate of 1.91 multi-family units per single-family unit or 0.52 single-family units per multi-family unit may be used if external trip generation for each phase is not increased and the total number of units for each use do not exceed the approved land use build out parameters. (See Exhibit A-2) The land use conversion will not create additional impact to other public facilities (such as sewer and water). It will not create a need for additional affordable housing. No alteration to the land uses as depicted on the Master Concept Plan may occur as a result of the land use conversion. Each annual monitoring report must identify units converted from one use to another during the preceding report period.~~

~~10. Design Center.~~

~~a. The transportation impacts are calculated specific to the estimated trip generation for the Design Center and office use. After the Design Center has been constructed, any change in use of the building will be presumed to create additional regional impacts and will require submittal of a Notice of Proposed Change to rebut the presumption. However, changes of the uses within the design-center building are allowed, provided they are consistent with condition 5 of Resolution Z-02-043.~~

~~b. The Design Center payment of the CRSA assessment will be based on \$773.50 per 1,000 square feet. Any land use conversion will require recalculation of the Design Center payment of the CRSA assessment. As an alternative, the Developer may pre-pay the balance of the CRSA assessment.~~

~~c. The Design Center payment of Road Impact Fees will be based on 20.60 vehicle miles traveled per day per 1,000 square feet times the net cost per vehicle mile traveled established in LDC §2-266, as amended.~~

~~d. Land uses may be converted in accordance with attached Exhibit A-3, without filing a Notice of Proposed Change, if all of the following conditions are met:~~

- ~~(1) The conversion is made prior to construction and the site development complies with all requirements, including parking, set forth in the LDC and Resolution Z-02-043.~~
- ~~(2) Net new external trips originally approved for the DRI remain the same.~~
- ~~(3) No additional impact will occur to other public facilities.~~
- ~~(4) The maximum cumulative increase or decrease in the size of a single use will be less than the substantial deviation threshold set forth in the Florida Statutes.~~

~~(5) The conversions are documented in the subsequent DRI Monitoring report.~~

~~11. The Developer will notify the Department of Community Affairs, the Southwest Florida Regional Planning Council, and Lee County, in writing, 30 days prior to any land use conversion.~~

D. VEGETATION AND WILDLIFE

1. The Developer or his successor will conserve the preservation and cypress areas identified on Map H and must conform to the Land Development Code (LDC) Section 10-416(a) requirement that 75 percent of the total number of required trees used in buffers and landscaping must be of indigenous native varieties and 50 percent of the total number of required shrubs used in buffers and landscaping must be indigenous native varieties.

2. The Developer has completed all federal, state and county coordination regarding plant and wildlife species classified as Endangered, Threatened and Species of Special Concern. The Protected Species Management Plan (amended December 1997) addresses the concerns of, and has been approved by, the Florida Game and Freshwater Fish Commission. This Protected Species Management Plan must be incorporated into the County Development Order.

E. WETLANDS

The developer has obtained all federal, state and county permitting for wetland areas with approved mitigation and water management design through the Army Corps of Engineers Permit Number 199200530(IP-AM), SFWMD Permit Number 36-01685-S and previously approved Lee County local development orders.

F. SCHOOL BUS STOPS

The Developer must provide safe school bus stops within the project as required by the Lee County School Board.

G. SCHOOL SITES

The Developer donated approximately 36.56 acres to the School Board of Lee County for use as a school site. This donation satisfies the project's impacts on the Public School system.

H. HURRICANE EVACUATION

1. The Developer must meet with the Director of Lee County Public Safety or his designee prior to the first phase of final plan approval to discuss potential use of the non-residential areas for storm shelter purposes.

2. The Property Owners' Association(s) must host an annual educational seminar, and will be responsible for obtaining the place for the seminar and for providing invitations to the homeowners. The time will be coordinated with the Lee County Emergency Management staff, who will provide the education and information at the program.

3. The Developer will also provide one or more coordinated preparedness plan(s) for the residential areas within the DRI. The hurricane preparedness plan(s) must follow criteria established by the Lee County Emergency Management staff, including responsibility for developing and implementing plan, warning, and notification, evacuation routes and shelters, integration of the private security force, if any, and other appropriate items. The Developer must submit a plan before the 100th residential unit building permit is issued. Emergency Management staff will provide written objections or verification of approval within 30 business days of submittal of the plan.

I. RECREATION AND OPEN SPACE

The Developer must pay community park impact fees in accordance with the Land Development Code. The Developer may be eligible for credit for onsite recreational facilities in accordance with Lee County Administrative Code 13-20.

J. COMMUNITY SERVICES

Because the governing board of the Estero Fire District determined by formal resolution that an early construction schedule for a new fire station would impose operating costs on the district in excess of the increased revenues generated by new development within the new station service area, Corkscrew Properties, Ltd. and the Estero Fire Protection and Rescue Service District developed an alternate plan for fire protection in the early years of the new station's service area. Pursuant to the alternate plan, Corkscrew Properties, Ltd. agreed to pay the District \$200,000 over a period of three years starting in 1986. The payments were made in accordance with the plan. The \$200,000 mitigates the impacts on the fire and rescue service system created by the Stoneybrook, a Golf Course Community, DRI and will be credited toward the Fire and Emergency Medical Services Impact Fees owed by the DRI. Credit against impact fees may be applied toward any portion of the project at the Developer's discretion.

K. OTHER

1. The height of buildings in the development may not exceed four (4) habitable stories.

~~2. The non-residential portion of this project may not exceed square feet of, 150,000 square feet of mini-warehouse, 120 hotel units. Any change pursuant to §380.06(19), Florida Statutes.~~

~~3.~~

~~4. If Lee County establishes any special taxing districts, or other mechanisms to provide municipal services to this area, this development may be subject to additional equitable assessments for the provision of community services to satisfy the Lee County Comprehensive Plan.~~

III. EFFECT OF DEVELOPMENT ORDER APPROVAL

BE IT FURTHER RESOLVED, by the Village Council of the Village of Estero, Florida, that:

1. This codified Development Order constitutes a resolution of the Village of Estero adopted by the Village Council in response to the Development of Regional Impact Application for Amendment and Recodification ~~The project name is Stoneybrook, a Golf Course Community.~~

2. All commitments and impact mitigating actions volunteered by the Developer in the Application and supplementary documents and not in conflict with conditions or stipulations specifically enumerated above are hereby adopted as part of this Development Order by reference.

3. This Development Order is binding on the Developers and their heirs, assignees or successors in interest. It will not be construed to be binding on the future residents of single dwelling units or persons purchasing individual house sites for personal residential purposes.

The terms and conditions set out in this document constitute a basis upon which the Developer and Village may rely in future actions necessary to implement fully the final development contemplated by this Resolution and Development Order.

All conditions, restrictions, stipulations and safeguards contained in this Resolution and Development Order may be enforced by either party hereto by action at law or equity.

4. It is understood that references to governmental agencies will be construed to mean any future instrumentality that may be created and designated as successor in interest to, or which otherwise possesses any of the powers and duties of the referenced governmental agency in existence on the effective date of this Development Order.

5. In the event any portion or section of this Development Order is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, that decision will not affect the remaining portions or sections of the Development Order which will remain in full force and effect.

6. The approval granted by this Development Order is limited. The approval will not be construed to obviate the duty of the Developer to comply with all applicable local or state review and permitting procedures.

~~7. An expiration of the period of effectiveness of this Development Order as provided herein.~~

~~7.8.~~ This Development Order will remain in effect until April 25, 2034 ~~May 10, 20~~. The effective period may be extended by the Village Council upon a finding of excusable delay in any proposed development activity and that conditions have not changed sufficiently to warrant further consideration of the development. ~~The phasing schedule for the development, is amended by attached Exhibit A-1 to provide that Phase I will end June 15, 2000; Phase II will end June 15, 2007; and Phase III and project buildout will end.~~

~~8.9.~~ The Village of Estero Director of Community Development or his/her designee, is the local official responsible for assuming compliance with this Development Order.

~~10. The Developer, or his successors in title to the undeveloped portion of the property must submit a biennial report to the. This report must describe the state of development and compliance as of the date of submission.~~

~~9.11~~ This Development Order is rendered effective upon adoption by the Village of Estero Village Council.

~~10.11 Certified copies of this Development Order must be forwarded to the Southwest Florida Regional Planning Council, the Developer, and appropriate state agencies. This Development Order is rendered as of the date of that transmittal, but is not effective until the expiration of the statutory appeals period (45 days from the rendition) or until the completion, of any appellate proceedings, whichever time is greater. Upon this Development Order becoming effective, notice of its adoption must be recorded in accordance with §380.06, Florida Statutes.~~

~~_____ made a motion to adopt the Twelfth Amended Codified Development Order Amendment, seconded by _____. The vote was as follows:~~

~~Exhibit A Miromar Square Conversion Ratio~~

~~Exhibit B Legal Description~~

~~Exhibit C Map H (DRI Map)~~

EXHIBIT A

MIROMAR DESIGN CENTER/MIROMAR SQUARE CONVERSION RATIO*

From Use	To Use			
	Office	General Retail	Specialty Retail	Design Center
Hotel (1 room)	335 sq. ft.	95 sq. ft.	1140 sq. ft.	960 sq. ft.
Office (1,000 sq. ft.)	---	285 sq. ft.	3420 sq. ft.	2870 sq. ft.
Drug Store (1,000 sq. ft.)	2340 sq. ft.	665 sq. ft.	8010 sq. ft.	6730 sq. ft.
Design Center (1,000 sq. ft.)	20 sq. ft.	100 sq. ft.	1190 sq. ft.	---
Specialty Retail (1,000 sq. ft.)	100 sq. ft.	80 sq. ft.	---	840 sq. ft.

Land Use	Size/Increase that may be created by conversion
Office	59,999 sq. ft.
Retail	49,999 sq. ft.
Design Center	49,999 sq. ft.
Specialty Retail	49,999 sq. ft.
Hotel	74 units

*See Transportation Condition C

EXHIBIT B

Banks Engineering

Professional Engineers, Planners & Land Surveyors
FORT MYERS ♦ NAPLES ♦ SARASOTA ♦ PORT CHARLOTTE

DESCRIPTION OF A PARCEL OF LAND
LYING IN
SECTIONS 25, 35 AND 36, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA
(REVISED RPD)

A TRACT OF PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTIONS 25, 35 AND 36, TOWNSHIP 46 SOUTH, RANGE 25 EAST, AND BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 46 SOUTH, RANGE 25 EAST, THENCE S89°50'20"W ALONG THE SOUTH LINE OF SAID SECTION 35 FOR 212.74 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75; THENCE THE FOLLOWING FIVE (5) COURSES ALONG SAID RIGHT-OF-WAY LINE OF INTERSTATE 75; (1) THENCE N18°17'53"W FOR 2592.47 FEET; (2) THENCE N13°50'10"W FOR 498.64 FEET; (3) THENCE N12°28'59"W FOR 258.70 FEET; (4) THENCE N09°50'33"W FOR 258.63 FEET; (5) THENCE N08°33'22"W FOR 182.01 FEET; THENCE DEPARTING FROM SAID RIGHT-OF-WAY LINE N60°16'16"E FOR 1402.18 FEET; THENCE N55°53'35"E FOR 1250.00 FEET; THENCE N28°13'28"W FOR 585.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD; THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD; (1) THENCE N61°46'32"E FOR 135.01 FEET; (2) THENCE N28°13'28"W FOR 25.00 FEET; (3) THENCE N61°46'32"E FOR 2661.58 FEET TO THE NORTHWESTERLY CORNER OF STONEYBROOK - UNIT 8, A SUBDIVISION RECORDED AS INSTRUMENT NUMBER 2007000198961 OF SAID PUBLIC RECORDS; THENCE S28°13'28"E ALONG THE SOUTHWESTERLY LINE OF SAID SUBDIVISION FOR 501.02 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS 335.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE AND SOUTHWESTERLY SUBDIVISION LINE THROUGH A CENTRAL ANGLE OF 08°24'31" FOR 49.16 FEET TO THE SOUTHWESTERLY CORNER OF SAID SUBDIVISION AND TO AN INTERSECTION OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2406 AT PAGE 49 OF SAID PUBLIC RECORDS; THENCE THE FOLLOWING SIX (6) COURSES ALONG THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2406 AT PAGE 49 OF SAID PUBLIC RECORDS; (1) THENCE S61°46'31"W FOR 5.05 FEET TO A POINT OF INTERSECTION WITH A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 330.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS N70°18'37"E; (2) THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33°29'53" FOR 192.93 FEET; (3) THENCE S13°48'30"W FOR 46.73 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 30.00 FEET; (4) THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°28'19" FOR 44.75 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 730.00 FEET; (5) THENCE SOUTHEASTERLY ALONG

SHEET 1 OF 3

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COMMUNITY DEVELOPMENT

Exhibit B
Page 1 of 8

SAID CURVE THROUGH A CENTRAL ANGLE OF 32°53'52" FOR 419.15 FEET; (6) THENCE N88°54'53"E ALONG A LINE NON-TANGENT TO SAID CURVE FOR 1384.27 FEET; THENCE S01°05'07"E PARALLEL WITH AND 60.00 FEET WESTERLY OF (AS MEASURED ON A PERPENDICULAR) THE EAST LINE OF SECTION 25 OF SAID TOWNSHIP 46 SOUTH, RANGE 25 EAST FOR 667.75 FEET; THENCE S00°33'14"E PARALLEL WITH AND 60.00 FEET WESTERLY OF (AS MEASURED ON A PERPENDICULAR) THE EAST LINE OF SECTION 36 OF SAID TOWNSHIP 46 SOUTH, RANGE 25 EAST FOR 2640.72 FEET; THENCE S00°27'46"E PARALLEL WITH AND 60.00 FEET WESTERLY OF (AS MEASURED ON A PERPENDICULAR) THE EAST LINE OF SAID SECTION 36 FOR 2643.91 FEET; THENCE S89°21'17"W ALONG THE SOUTH LINE OF SAID SECTION 36 FOR 2578.17 FEET TO THE SOUTH QUARTER CORNER; THENCE CONTINUE ALONG SOUTH SECTION LINE N88°39'22"W FOR 2631.68 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 36 AND THE POINT OF BEGINNING.

THE DESCRIBED PARCEL CONTAINS 784.74 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE PLATS OF STONEYBROOK AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD AS BEARING N61°46'32"E.

PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

DESCRIPTION PREPARED JANUARY 15, 2008.

Thomas C. Shaw 1-15-08
 THOMAS C. SHAW
 PROFESSIONAL SURVEYOR & MAPPER
 FLORIDA CERTIFICATION NO. 4672

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Exhibit B
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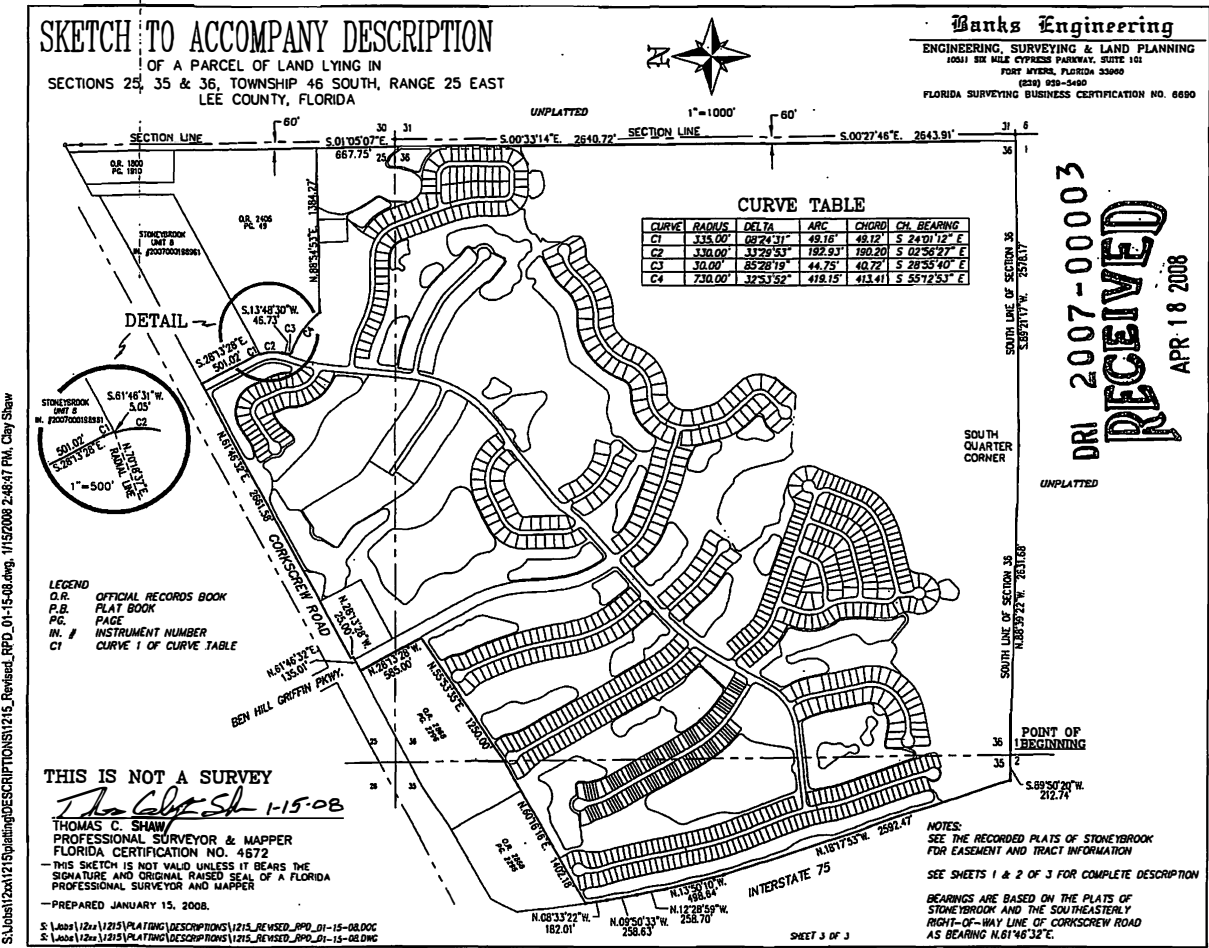


Exhibit B
Page 3 of 8
COMMUNITY DEVELOPMENT

Banks Engineering

Professional Engineers, Planners & Land Surveyors
FORT MYERS ♦ NAPLES ♦ SARASOTA ♦ PORT CHARLOTTE

DESCRIPTION OF A PARCEL OF LAND
LYING IN
SECTION 25, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY FLORIDA
(CPD EAST - STONEYBROOK - UNIT 8)

A PARCEL OR TRACT OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 25, TOWNSHIP 46 SOUTH, RANGE 25 EAST AND BEING ALL OF STONEYBROOK - UNIT 8, A SUBDIVISION RECORDED AS INSTRUMENT NUMBER 2007000198961 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING AT THE NORTHEAST CORNER OF SAID STONEYBROOK - UNIT 8 AND BEING POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE S.01°05'07"E. ALONG THE EASTERLY LINE OF SAID SUBDIVISION FOR 618.05 FEET TO THE SOUTHEASTERLY CORNER OF SAID SUBDIVISION; THENCE S.61°46'31"W. ALONG THE SOUTHEASTERLY LINE OF SAID SUBDIVISION FOR 1,525.95 FEET TO THE SOUTHWESTERLY CORNER OF SAID SUBDIVISION AND TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 335.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N.70°11'03"E; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID SUBDIVISION AND SAID CURVE THROUGH A CENTRAL ANGLE OF 08°24'31" FOR 49.16 FEET; THENCE N.28°13'28"W. ALONG THE SOUTHWESTERLY LINE OF SAID SUBDIVISION FOR 501.02 FEET TO THE NORTHWESTERLY CORNER OF SAID SUBDIVISION AND TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD (200 FEET WIDE); THENCE N.61°46'32"E. ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD AND THE NORTHWESTERLY LINE OF SAID SUBDIVISION FOR 1,804.27 FEET TO THE POINT OF BEGINNING.

THE DESCRIBED PARCEL CONTAINS 21.00 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE PLAT OF STONEYBROOK - UNIT 8, A SUBDIVISION RECORDED AS INSTRUMENT NUMBER 2007000198961 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD AS BEARING N.61°46'32"E.

THE PARCEL IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD.

DESCRIPTION PREPARED JANUARY 14, 2008.

 1-15-08
THOMAS C. SHAW
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATION NO. 4672

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COMMUNITY DEVELOPMENT

SHEET 1 OF 2

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Exhibit B
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DRI 2007-00003

PARCEL OF LAND
LYING IN

SECTION 25, TOWNSHIP 26 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

NOTES:

SEE RECORDED PLAT OF STONEYBROOK - UNIT 8,
RECORDED AS INSTRUMENT #2007000198961,
FOR EASEMENT AND TRACT INFORMATION

SEE SHEET 1 OF 2 FOR COMPLETE DESCRIPTION

BEARINGS ARE BASED ON THE PLAT OF
STONEBROOK - UNIT 8 AND THE SOUTHEASTERLY
RIGHT-OF-WAY LINE OF CORKSCREW ROAD
AS BEARING N.61°46'32"E.

POINT OF
BEGINNING
NORTHEAST CORNER
STONEBROOK - UNIT 8
INSTRUMENT #2007000198961.

1"=200'

RECEIVED

COMMUNITY DEVELOPMENT

DR 2007-0003

CORKSCREW ROAD

STONEBROOK - UNIT 8
INSTRUMENT #20070001989 61

LEGEND

O.R.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG.	PAGE
#	NUMBER
C1	CURVE 1 OF CURVE TABLE

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	335.00'	08°24'31"	49.16'	49.12'	N.24°01'12"W.

THIS IS NOT A SURVEY

THOMAS C. SHAW
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATION NO. 4672

— THIS SKETCH IS NOT VALID UNLESS IT BEARS THE
SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA
PROFESSIONAL SURVEYOR AND MAPPER

—PREPARED JANUARY 14, 2008.

S:\JOBS\12XX\1215\PLATTING\PH-8\1215_PH-8_CPD_EAST_SKY.DWG
S:\JOBS\12XX\1215\PLATTING\PH-8\1215_PH-8_CPD_EAST_LEGAL.DOC

PREPARED BY:

Banks Engineering

ENGINEERING, SURVEYING & LAND PLANNING
10511 SIX MILE CYPRESS PARKWAY, SUITE 101
PORT MYERS, FLORIDA 33908

FLORIDA SURVEYING BUSINESS CERTIFICATION NO. 6890
SHEET 2 OF 2

Exhibit B
Page 5 of 8

S:\Jobs\12xt12\125\plotting\PHASE_81215_PH-8_CPD_EAST_SKT.dwg, 1/14/2008 1:47:00 PM, Clay Shaw

CPD PARCEL

A parcel of land located in a portion of Sections 25, 35 and 36, Township 46 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Begin at the most northwesterly corner of Stoneybrook, according to the plat thereof as recorded in Plat Book 63 at Pages 1 through 50 of the Public Records of Lee County, Florida; thence run N.08°33'22"W. along the easterly right-of-way of Interstate 75, for a distance of 291.58 feet; thence run N.06°50'44"W. along said right-of-way, for a distance of 298.46 feet; thence run N.27°26'20"E. along said right-of-way, for a distance of 244.85 feet; thence run N.60°16'16"E. along said right-of-way, for a distance of 723.20 feet; thence run N.55°53'35"E. along said right-of-way, for a distance of 393.61 feet; thence departing from said right-of-way run N.61°46'32"E., for a distance of 767.61 feet; thence run S.28°13'28"E. for a distance of 214.00 feet; thence run N.61°46'32"E. for a distance of 135.43 feet; thence run N.15°14'17"E. for a distance of 19.33 feet; thence run N.61°46'32"E. for a distance of 205.18 feet to a point on the boundary of Tract A of said Stoneybrook; thence run S.28°13'28"E. along the boundary of said Tract A, for a distance of 385.03 feet to a point on the boundary of Tract "G-3" of said Stoneybrook; thence run S.55°53'35"W. along the boundary of said Tract "G-3" and along the boundary of Tract's "B-6", "G-4" and "B-7" of said Stoneybrook, for a distance of 1250.00 feet; thence run S.60°16'16"W. along the boundary of Tract's "B-7", "G-6" and "B-9" of said Stoneybrook, for a distance of 1402.18 feet to the Point of Beginning; containing 36.571 acres, more or less.

CG PARCEL

A parcel of land located in a portion of Sections 25 and 36, Township 46 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commence at the northwest corner of Tract G-3; Stoneybrook, according to the plat thereof as recorded in Plat Book 63 at Pages 1 through 50 of the Public Records of Lee County, Florida; thence run N.55°53'35"E. along the boundary of said Tract G-3, for a distance of 77.62 feet to a point on the boundary of Tract A of said Stoneybrook; thence run N.28°13'28"W. along the boundary of said Tract A, for a distance of 385.03 feet to the Point of Beginning of the parcel of land herein described; thence run S.61°46'32"W., for a distance of 205.18 feet; thence run S.15°14'17"W., for a distance of 19.33 feet; thence run S.61°46'32"W., for a distance of 135.43 feet; thence run N.28°13'28"W. for a distance of 214.00 feet; thence run N.61°46'32"E., for a distance of 353.90 feet to a point on the boundary of said Tract A; thence run S.28°13'28"E. along the boundary of said Tract A, for a distance of 199.97 feet to the Point of Beginning; containing 1.670 acres, more or less.

Exhibit B
Page 6 of 8

GRAPHIC SCALE

(IN FEET)
1 inch = 400 ft.

LEGEND

POB POINT OF BEGINNING

LINE TABLE

LINE	DIRECTION	DISTANCE
L1	N 08°33'22" W	291.58'
L2	N 08°50'44" W	298.46'
L3	N 27°26'20" E	244.85'
L4	N 60°16'16" E	723.20'
L5	N 55°53'35" E	393.61'
L6	N 61°46'32" E	767.61'
L7	S 28°13'28" E	214.00'
L8	N 61°46'32" E	135.43'
L9	N 15°14'17" E	19.33'
L10	N 61°46'32" E	205.18'
L11	S 28°13'28" E	385.03'

POB
NORTHWESTERLY CORNER
STONEBROOK
P.B. 63, PGS. 1-50
N. 762232.10
E. 729396.02

PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED IN A PORTION OF SECTIONS 25, 35 AND 36, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST NORTHWESTERLY CORNER OF STONEYBROOK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 63, AT PAGES 1 THROUGH 50 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N.08°33'22" W. ALONG THE EASTERLY RIGHT-OF-WAY OF INTERSTATE 75, FOR A DISTANCE OF 291.58 FEET; THENCE RUN N.08°50'44" W. ALONG SAID RIGHT-OF-WAY, FOR A DISTANCE OF 298.46 FEET; THENCE RUN N.27°26'20" E. ALONG SAID RIGHT-OF-WAY, FOR A DISTANCE OF 244.85 FEET; THENCE RUN N.60°16'16" E. ALONG SAID RIGHT-OF-WAY, FOR A DISTANCE OF 723.20 FEET; THENCE RUN N.55°53'35" E. ALONG SAID RIGHT-OF-WAY, FOR A DISTANCE OF 393.61 FEET; THENCE DEPARTING FROM SAID RIGHT-OF-WAY RUN N.61°46'32" E., FOR A DISTANCE OF 767.61 FEET; THENCE RUN S.28°13'28" E. FOR A DISTANCE OF 214.00 FEET; THENCE RUN N.61°46'32" E. FOR A DISTANCE OF 135.43 FEET; THENCE RUN N.15°14'17" E. FOR A DISTANCE OF 19.33 FEET; THENCE RUN N.61°46'32" E. FOR A DISTANCE OF 205.18 FEET TO A POINT ON THE BOUNDARY OF TRACT A OF SAID STONEYBROOK; THENCE RUN S.28°13'28" E. ALONG THE BOUNDARY OF SAID TRACT A, FOR A DISTANCE OF 385.03 FEET TO A POINT ON THE BOUNDARY OF TRACT "C-3" OF SAID STONEYBROOK; THENCE RUN S.65°53'35" W. ALONG THE BOUNDARY OF SAID TRACT "C-3" AND ALONG THE BOUNDARY OF TRACTS "B-6", "C-4" AND "B-7" OF SAID STONEYBROOK, FOR A DISTANCE OF 1250.00 FEET; THENCE RUN S.60°16'16" W. ALONG THE BOUNDARY OF TRACTS "B-7", "C-6" AND "B-9" OF SAID STONEYBROOK, FOR A DISTANCE OF 1402.18 FEET TO THE POINT OF BEGINNING; CONTAINING 36.571 ACRES, MORE OR LESS.

NOTES:

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS REFER TO THE NORTH LINE OF TRACT "B-9", STONEYBROOK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 63, PAGES 1 THROUGH 50 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AS BEING S.60°16'16" W.

STATE PLANE COORDINATES SHOWN REFER TO THE FLORIDA WEST ZONE NAD 83, 1990 ADJUSTMENT.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

BY Thomas M. Murphy P.S.M. #5628
THOMAS M. MURPHY STATE OF FLORIDA

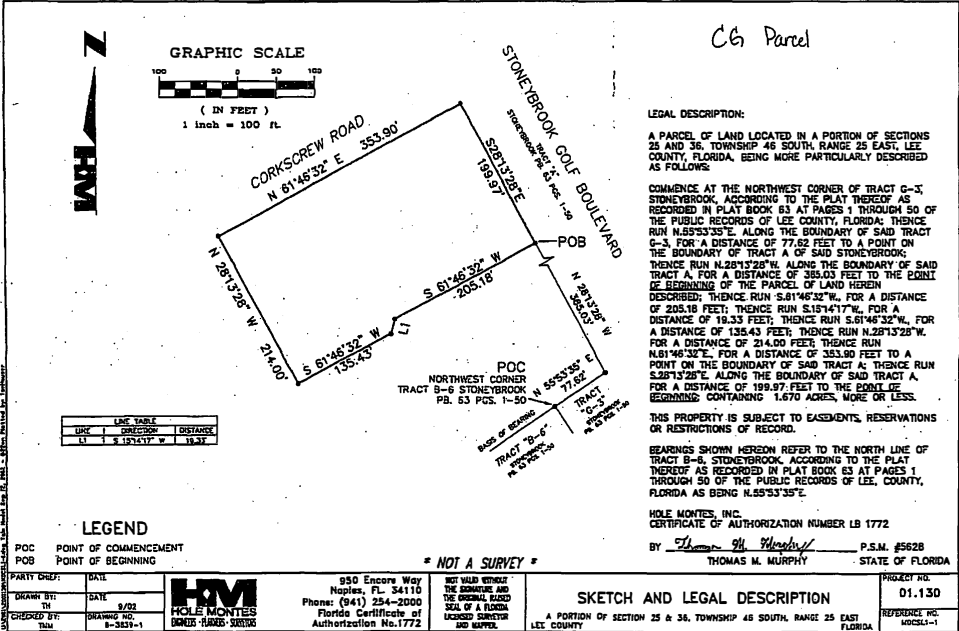
SKETCH AND LEGAL DESCRIPTION

* NOT A SURVEY *

950 Encore Way
Naples, FL 34110
Phone: (941) 254-2000
Florida Certificate of
Authorization No. 1772

NOT VALID WITHOUT
THE SIGNATURE AND
SEAL OF A FLORIDA
LICENSED SURVEYOR
AND MAPPER

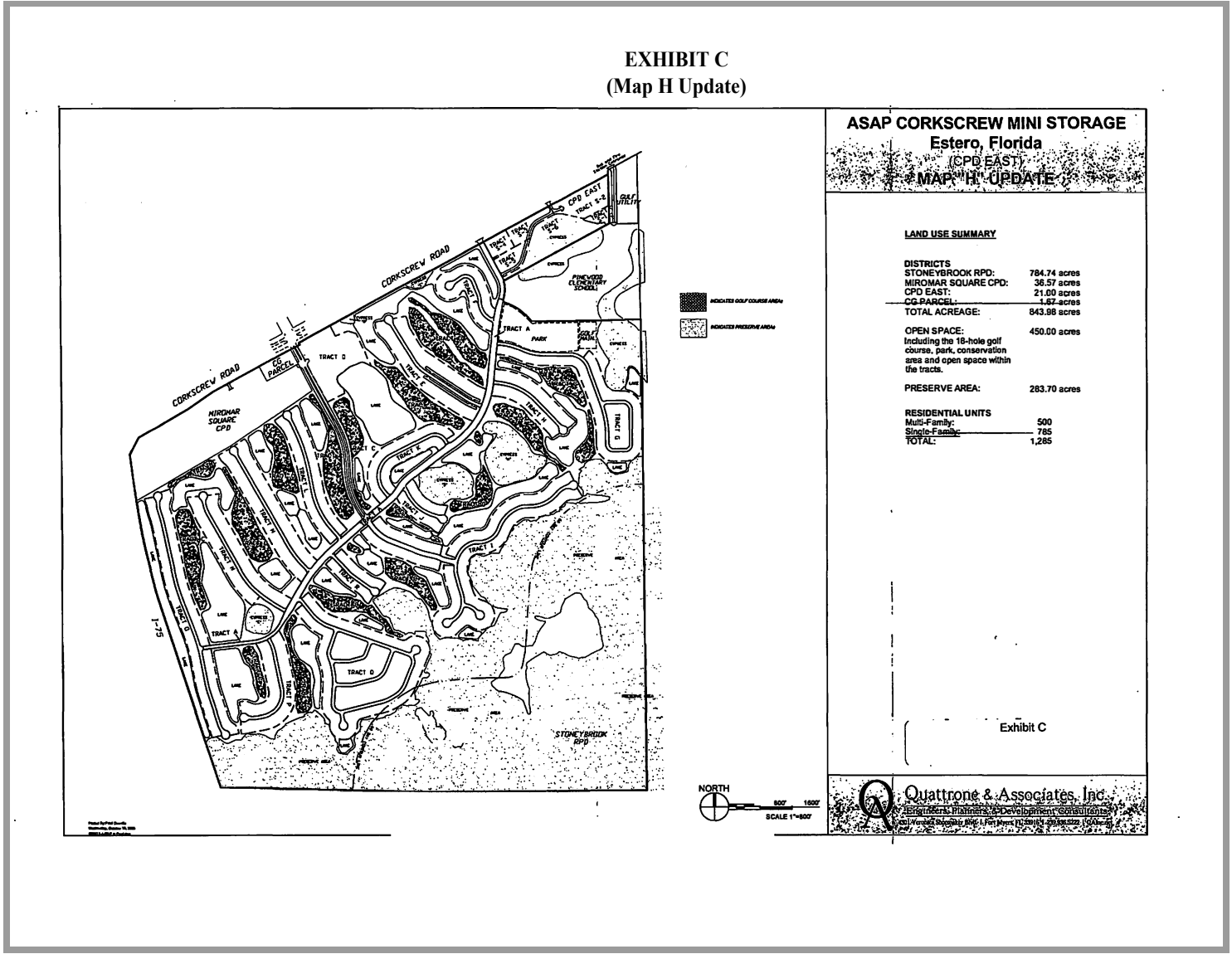
General Attachment: Exhibits ... oposed Amendments to DRI.pdf (Page 8 of 10)



RECEIVED
NOV 20 2006
COMMUNITY DEVELOPMENT

DRI 2005-00002

Exhibit B
Page 8 of 8



MIROMAR DESIGN CENTER

VILLAGE COUNCIL MEETING

2/15/2023

Page 1

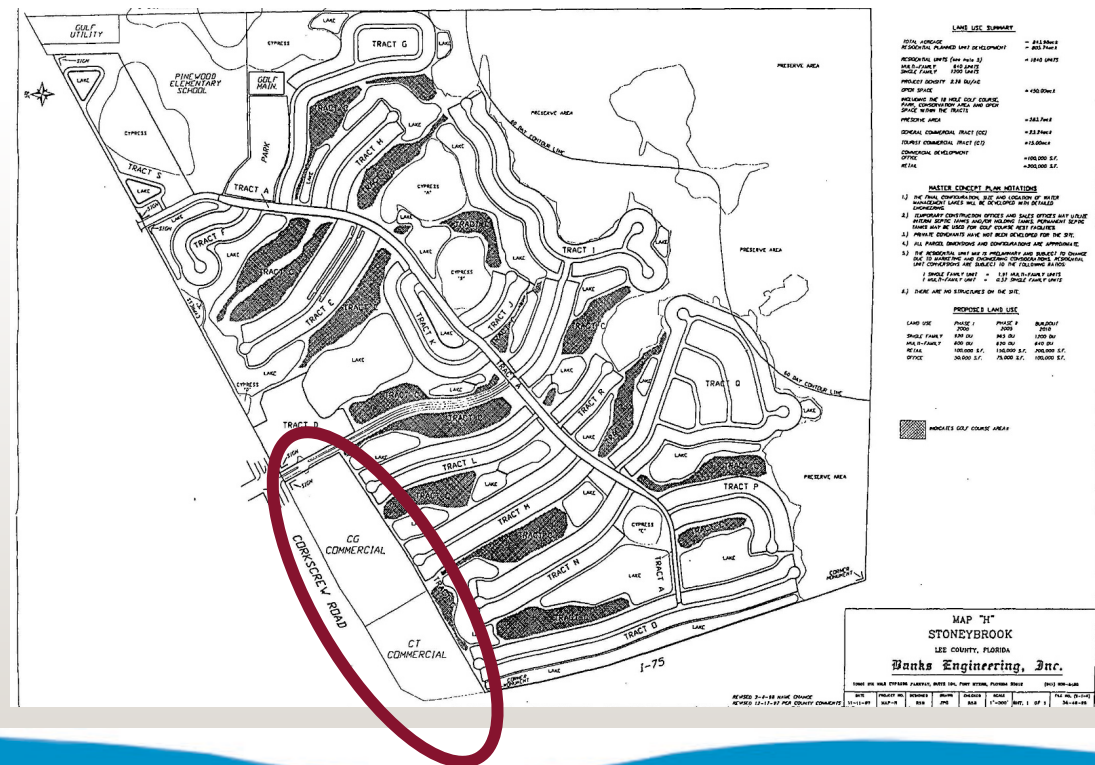
PROPERTY LOCATION

- ❑ Southeast quadrant of I-75 and Corkscrew Road
- ❑ The Miromar Design Center is part of the Miromar Square CPD
 - ❑ Miromar Development Corporation is the sole owner of the Miromar Design Center and the adjacent vacant land.



ZONING HISTORY

- ❑ Part of the Stoney Brook DRI, originally entitled in 1985
- ❑ 2 Commercial Parcels, now owned by Miromar, zoned for C-T and CG as part of original approval



EXISTING ZONING

- ❑ Design Center Zoned CPD in 2002 for “Design Center” Retail
- ❑ CG Parcel combined with Design Center CPD (Miromar Square CPD) in 2007
 - ❑ Done because both properties are under common ownership
 - ❑ CVS not part of the CPD because that was under different ownership and retains the CG zoning
- ❑ Design Center opened in 2006

RESOLUTION NUMBER Z-02-043A

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

WHEREAS, Jerry Schmoyer filed an application on behalf of the property owner, Miromar Square, LLC to amend the Stoneybrook DRI Development Order #3-8384-40; and

WHEREAS, the initial public hearing was advertised and held on July 17, 2002 and continued to August 20, 2002 and October 2, 2002, before the Lee County Zoning Hearing Examiner, who gave full consideration to the evidence in the record for Case #DRI2001-00003 and DCI2002-00007; and

WHEREAS, a second public hearing was advertised and held on January 6, 2003, before the Lee County Board of Commissioners, who gave full and complete consideration to the recommendations of the staff, the Hearing Examiner, the documents on record and the testimony of all interested persons.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS:

SECTION A. REQUEST

The applicant filed a request to:

- (1) amend the Stoneybrook DRI Development Order and Map H, to increase retail floor area from 236,200 square feet to 450,345 square feet for development of a 400,000-square-foot Design Center and a 14,145-square-foot drug store, to decrease office floor area from 140,000 square feet to 90,000 square feet; and to add 125 hotel units; and
- (2) determine whether the proposed change constitutes a substantial deviation from the original development approvals thereby warranting further Development of Regional Impact review; and
- (3) rezone 19.1+/- acres from CT (Tourist Commercial) and CG (General Commercial) to CPD (Commercial Planned Development) to permit the development of 400,000 square feet of retail floor area as a Design Center.

The property is located in the General Interchange Land Use Category and is legally described in attached Exhibit A. The request is APPROVED, SUBJECT TO the conditions and deviations specified in Sections B and C below.

SECTION B. CONDITIONS:

All references to uses are as defined or listed in the Lee County Land Development Code (LDC).

CASE NO: DRI2001-00003 & DCI2002-00007

Z-02-043A
Page 1 of 8

COPY

ZONING REQUEST

- ☐ Utilize the existing building for Office uses
- ☐ Proposed changes to the Zoning Conditions and the DRI Development Order are limited to:
 1. Use of the existing building for office space
 2. Update the DRI DO to be consistent with current State Statutes



Amended Conditions

- ❑ Add “Office, General” and “Office, Medical” to Schedule of Uses
- ❑ Update Conditions to reference Village of Estero codes rather than Lee County
- ❑ Condition to reflect that any conversion will need to meet parking codes
- ❑ DRI Development Order updated consistent with current Statute, process and local requirements

QUESTIONS?



INTERNATIONAL DESIGN CENTER
Zoning Staff Report
for
Village Council
February 15, 2023

PROJECT NAME:	International Design Center CPD/DRI	
CASE TYPE:	Amendment to Commercial Planned Development Zoning and Development of Regional Impact	
CASE NUMBER:	DCI2022-E004	
PLANNING, ZONING AND DESIGN BOARD MEETING:	January 10, 2023	
COUNCIL MEETINGS:	February 1, 2023	1 st Reading
	February 15, 2023	2 nd Reading

SUMMARY OF REQUEST

1. Amend the zoning for the International Design Center Commercial Planned Development to allow for office uses in the existing building, of which up to 50,000 square feet may be medical office.
2. Amend the DRI Development Order (Stoneybrook DRI) to reflect the change in use and updated outdated provisions.

The 19-acre site is located on the south side of Corkscrew Road, east of I-75.

RECOMMENDATION

Approve Zoning Amendment with conditions and approve DRI Development Order Amendment with conditions.

GENERAL INFORMATION

Applicant

International Design Center, LLC, Mark Geschwendt

February 15, 2023

DCI2022-E004

Page 1 of 6

Authorized Agent

DeLisi, Inc. Daniel DeLisi, AICP

Location

10800 Corkscrew Road

STRAP Number

35-46-25-E2-U2276.2380

Size of Property

19.1 acres

Surrounding ZoningNorth Corkscrew Road, then Miromar Outlets, zoned Commercial Planned Development (CPD)East Vacant parcel zoned CPD (Miromar Square)South Stoneybrook residential and golf course community, zoned Residential Planned Development (RPD)West Interstate 75Zoning

Commercial Planned Development (CPD). The property is also part of the Stoneybrook/Corkscrew Pines Development of Regional Impact.

Comprehensive Plan Land Use Category

Transitional Mixed Use

Project History

The property was rezoned by Lee County in 2002 by Resolution Z-02-043 and was amended by Resolution Z-07-012 in 2007 to be included in Miromar Square property to the east. This 19-acre site is also part of the larger 900-acre Stoneybrook Development of Regional Impact (DRI) approved in 1985 by Lee County. The DRI has been amended eleven times over the years for various changes.

Public Information Meeting

A Public Information Meeting was held on December 13, 2022. The applicant's summary of the meeting is attached.

STAFF ANALYSIS OF THE ZONING REQUEST AND DEVELOPMENT OF REGIONAL IMPACT

Project Description

The applicant is requesting to amend the zoning approval for the International Design Center CPD and the Stoneybrook (Corkscrew Pines) DRI to allow for use of the existing site and building for office space, in addition to the approved design center retail uses.

If this amendment is approved, all or portions of the existing building could be office use. The International Design Center is a type of specialty retail for home furnishings that markets to contractors and design professionals for high-end homes. At the time the zoning was approved,

there was only one similar use in the State. The building is iconic and received an award for excellence by the Estero Community Planning Panel after its completion.

The applicant would like to broaden the available uses to include office-type uses. The market for specialized design uses has been less successful than anticipated. When the zoning was originally approved, it was for 400,000 gross leasable square feet of retail area (design center uses). In 2005, it was built with approximately 200,000 square feet of gross leasable area, and 250,000 square feet of total (gross) area.

Master Concept Plan and Site Plan

The zoning Master Concept Plan for the Design Center also includes the Miromar Square property to the east which is currently undeveloped. The Master Concept Plan shows a lake, the Design Center, parking area, office and retail uses.

A development order (site plan) was approved by Lee County for the western half of the site (Design Center) shown on the Master Concept Plan. The Plan shows a building of approximately 270,219 gross square feet, 65 feet (three stories) in height, with a parking lot and lake. The Plan shows two future phases labeled Phase II and Phase III Buildings.

Transportation

The site is in the southeast quadrant of the Corkscrew Road/Interstate 75 Interchange. Access to the site is off Corkscrew Road via Miromar Square Boulevard.

The site is located on the south side of Corkscrew Road, east of I-75. The site is interconnected via a reverse frontage road that provides access to Corkscrew Road and Stoneybrook Golf Boulevard.

This amendment would change the use in the existing building to office use, or a combination of office and design center uses. The applicant has provided a traffic study that compares the increase to the number of trips from the potential conversion of up to 200,000 square feet of design center to office use. The amendment will not create any road segment deficiencies.

The Design Center, as part of the Stoneybrook DRI, has mitigated its transportation impacts through the widening of Corkscrew Road along with an additional payment assessment known as the Corkscrew Road Service Area (CRSA).

Solid Waste

Solid Waste has commented that the site plan should clearly identify a location and dimensions of a proposed dumpster enclosure location in accordance with Ordinance 11-27 and LDC 10-261.

Fire

The Estero Fire Department has provided comments which are attached and indicate that additional measures may need to be in place due to the occupancy change in the building. The existing Design Center is a performance-based building, so any change including, but not limited to, occupancy type, load or physical changes will require Fire Protection Engineer review and approval.

Environmental Analysis

The property is developed with a large building and parking lot. The request is for internal changes of use for the existing building.

Development of Regional Impact (DRI) Request

This property is part of the Stoneybrook (Corkscrew Pines) Development of Regional Impact. The DRI encompasses a much larger property (900 acres) including the Stoneybrook residential golf course community, as well as the Design Center, Miromar Square, and commercial development east of Stoneybrook Golf Drive.

The DRI was approved by Lee County in 1985 and has been amended eleven times since then for various changes. The applicant has proposed some revisions to the DRI Development Order to reflect the zoning change for office use, as well as some modifications to Design Center conditions and some general updating, deletion of a DRI traffic monitoring condition, deletion of a condition related to payment of the "CRSA" assessment, and deletion of outdated concurrency provisions. Staff has proposed language.

Comprehensive Plan Considerations

The building is existing and the proposed office uses are appropriate. The general area contains a mix of primarily commercial uses, with Miromar Outlets shopping center to the north, I-75 to the west, vacant commercial property to the east and Stoneybrook residential development to the south.

The property is located in the Transitional Mixed Use land use category of the Comprehensive Plan. A description of the category is below:

FLU-1.2.8 TRANSITIONAL MIXED USE. Transitional Mixed Use areas are characterized by primarily existing or emerging developments where the Village's largest and most intense commercial and multifamily residential developments are or will be concentrated, including some areas that currently have some degree of mixed use. Urban services are in place or readily expandable to support moderately intense levels of mixed commercial and residential development. These areas were typically designated Urban Community, General Interchange, or Suburban and within the Mixed Use Overlay per the Village's Transitional Comprehensive Plan. Transitional Mixed Use areas are generally the north Estero area near intersections of US 41 with Broadway and Estero Parkway, Coconut Point DRI, and the four quadrants of the I-75 and Corkscrew Road interchange. These areas are located in close proximity to: public transit routes; education facilities; recreation opportunities; and existing residential, shopping and employment centers and are generally accessible to the surrounding neighborhoods, serving as focal points or community centers where activity is concentrated.

- A. Uses: A broad mix of uses, subject to compatibility standards of the Community Design Sub-Element, is allowed in the Transitional Mixed Use areas to foster the conveniences and efficiencies of live/work/play environments, including regional, community and neighborhood scale commercial including shopping, restaurant, entertainment and office, low to moderate density residential, parks and recreation. Assisted living facilities, and public and quasi-public uses are allowed in the Transitional Mixed Use future land use category.

This intent of the category envisions a mix of uses that over time would transition away from strictly interchange highway-type uses, to provide a more diverse mix of land uses. A broad mix of uses is allowed, including shopping, entertainment, office and other uses. The proposed office use would provide more variety in an existing building and would be consistent with the land use category.

Transitional mixed use promotes high quality as depicted in the policy below. The existing building is an iconic design that complies with this objective.

FLU-1.10 Design of Commercial Uses:

FLU-1.10 Objective Attractively designed and high quality commercial uses can be allowed in the Village Center and Transitional Mixed Use and Urban Commercial future land use categories, and in minor commercial and neighborhood centers of the Neighborhood Village Future Land use category. The objective is to promote Estero's quality of life and diverse local economy by fostering the development of targeted economic areas, as a preference over the development of strip commercial centers, in order to provide a diverse employment and economic base while meeting the commercial, professional, and service needs of the people who live, work, and play within the community.

FLU-1.10.3 Encourage commercial developments within the Village of Estero to provide interconnect opportunities with adjacent commercial uses in order to minimize access points onto primary road corridors; and residential developments to provide interconnect opportunities with commercial areas, including, but not limited to, bike paths and pedestrian accessways. Connections to existing residential neighborhoods will be encouraged and will not be precluded by the commercial development's design.

Proposed interconnections are shown on the Master Concept Plan.

FINDINGS OF FACT

Staff has presented findings of fact below if the Council wishes to approve the request. Suggested staff conditions are found in the Zoning Ordinance and DRI Development Order.

The request:

1. Is consistent with the Comprehensive Plan;

The request complies with the Comprehensive Plan.

2. Is not in conflict with any portion of the LDC;

The proposed amendment requests the approval of office development within the existing building. The request is not in conflict with the Land Development Code.

3. Addresses a demonstrated community need;

The proposed development addresses a specific need for more diversity of uses in the Transitional Mixed Use land use category.

4. Is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zoning district for the land;

The subject property is already zoned as CPD and the proposed amendment does not request any change in development intensity. The surrounding uses are commercial on

three sides and compatible with the existing and proposed use. The allowance for office within the existing building will not impact the residential land to the south.

5. Would result in a logical and orderly development pattern;

The proposed amendment is for the reuse or partial reuse of an existing building.

6. Would not adversely affect the property values in the area;

The proposed amendment would not affect property values in the area.

7. Would result in development that is adequately served by public facilities (road, potable water, wastewater, solid waste, storm water, schools, parks, police, and fire and emergency medical facilities);

The project has direct access to Corkscrew Road and a lighted intersection at Stoneybrook Golf Boulevard. Water and sewer service is currently available in the area via Lee County Utilities. The property is within the Estero Fire District and fire/EMS service is available.

8. Would not result in significantly adverse impacts on the natural environment including, but not limited to, water, air, noise, storm water management, wildlife, vegetation, wetlands, environmentally critical areas, and the natural functioning of the environment;

The entire property has previously been cleared and is developed.

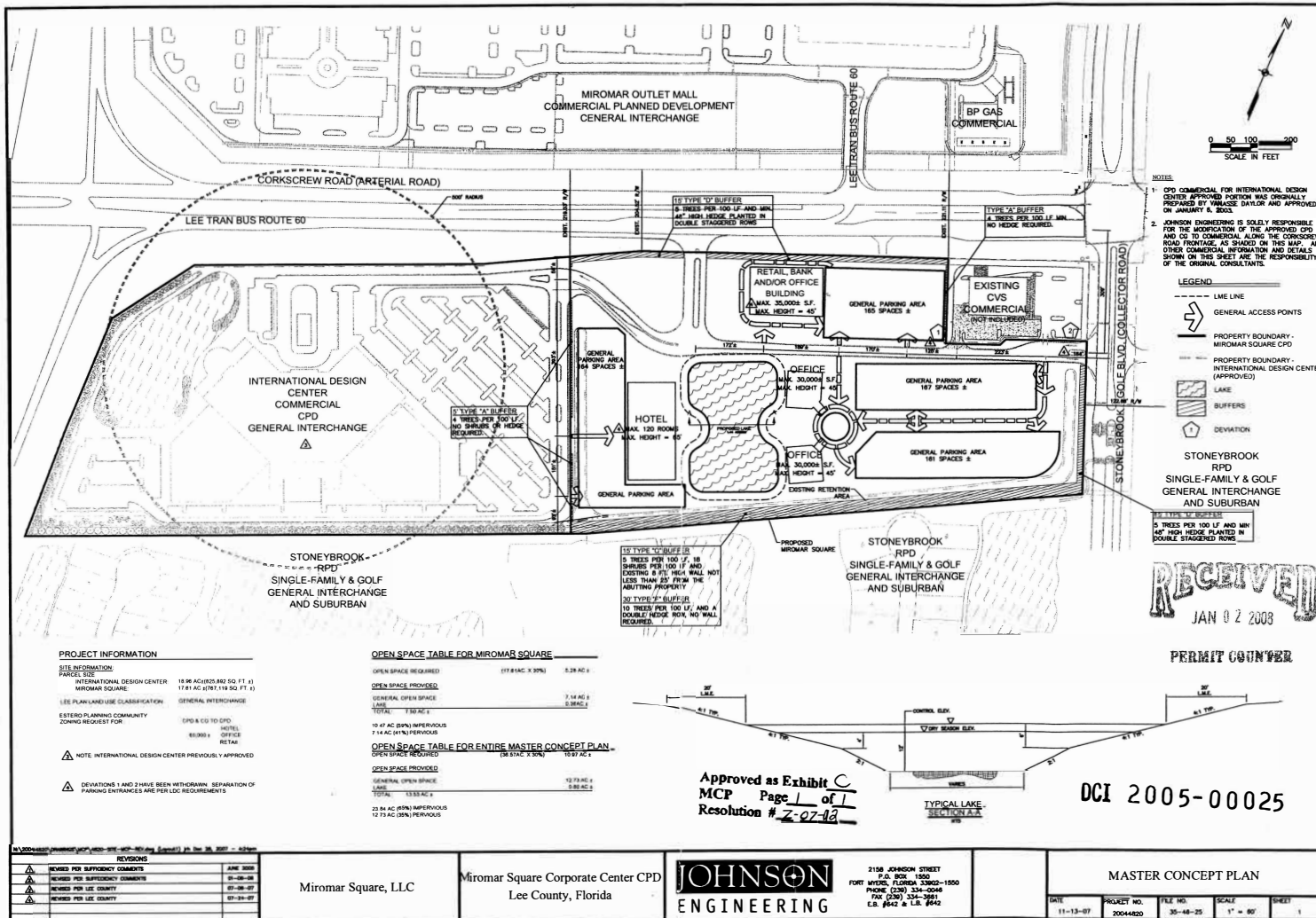
9. Is compatible with existing or planned uses in the surrounding uses;

The proposed amendment to the CPD will not have any negative impact on surrounding uses. The existing development includes a buffer to provide screening to the residents to the south in Stoneybrook.

ATTACHMENTS:

1. Approved Master Concept Plan
2. Applicant's Meeting Summary of Public Information Meeting
3. Applicant Information
4. Lee County Solid Waste Comments
5. Estero Fire Department Comments

Attachment 1



Attachment 2

**International Design Center CPD/DRI AMENDMENT
PUBLIC INFORMATIONAL MEETING****Meeting Date:** December 13, 2022**Time:** 5:30pm, meeting start**Location:** 9401 Corkscrew Palms Circle, 1st FL, Estero, FL 33928**Attendees:**

Planning and Zoning Board Members:

Chairman Scotty Wood and Board Members Anthony Gargano, Kristin Jeannin, Michael Sheeley, James Tatoes, and Jim Wallace.

Also present: Community Development Director Mary Gibbs and Village Land Use Counsel Nancy Stroud.

Meeting Summary:

Ms. Gibbs gave a brief overview of the Miromar Design Center use and the reason and need for the zoning amendment. Mr. DeLisi then gave an overview presentation. He provided an overview of the zoning history for the subject property, the current entitlements for “design center retail” and the desire to add office uses to the existing building.

Board Questions or Comments and Response:

- **Question:** Is there adequate parking for office use?

Response: The existing site is overparked, which will allow for office use which generates a need for more parking. At full use of the building for office, the existing lot may be a few spaces short, which will need to be provided on the site.

- **Question:** Do you have an expectation that the building will become entirely office?

Response: We do not know. We intend to continue design center uses but do not know how it will transition over time.

- **Question:** Is the office going to be limited to design professionals or for all types of general office?

Response: All types of general and medical office will be allowed.

- **Question:** The interior design is very open and elegant. Would you subdivide the existing building?

Response: The intent is not to subdivide the building and change the interior concept.

- **Question:** Is it intended to remain the design center or are they going to rebrand the building?

Response: The intent is to retain the design center uses so a rebranding is not anticipated at this point.

- **Question:** What percentage could be medical office?

Response (Mary): No percentage limit in the proposed zoning amendment. The parking is the same for both medical and general office

Attachment 3

**INTERNATIONAL DESIGN CENTER CPD
AMENDMENT REQUEST STATEMENT****Introduction/ Entitlement History**

The attached application is to amend the International Design Center CPD and the Stoney Brook (Corkscrew Pines) DRI to allow for the use of the existing site and building for office space, as well as design center retail uses. The existing site was approved for an International Design Center, a type of specialty retail for home furnishings that markets to contractors and design professionals for high end homes. The zoning for the use was approved as part of Z-02-043 in 2002 and amended in 2007 as part of Z-07-012 to be included in the Miromar Square CPD to the east. The project was constructed in 2005. The iconic building at the southeast quadrant of the Corkscrew Road/I-75 interchange was the recipient of an award for development excellence by the Estero Community Planning Panel after construction was complete.

Since construction, the Design Center has operated with limited success. As the market has changed for specialty retail, the Design Center has been faced with less demand than originally anticipated and greater vacancy rates. On the other hand, the demand for office uses, at this specific location at the southeast quadrant of I-75 and Corkscrew Road remains high as is the need for local residents to find office locations within the community where they live.

The International Design Center and the remainder of the Soneybrook DRI have already mitigated for existing and future transportation impacts through the Corkscrew Road Service Area and the widening of Corkscrew Road.

Adjacent Uses:

The subject property is in an area of existing development and infrastructure that supports the proposed use. The International Design Center is located directly south of Corkscrew Road at the southeast quadrant of the Corkscrew Road-I-75 interchange. To the south of the property is Stoneybrook, to the north is the Miromar Outlet Mall, and to the east is a mix of vacant commercial property and residential development that is also part of the Stoneybrook DRI.

Access:

The subject property is located directly south of Corkscrew Road at the southeast quadrant of the Corkscrew Road-I-75 interchange. Access is provided via Miromar Square Boulevard, a road that connects directly to Corkscrew Road and to Stoney Brook Golf Boulevard.

Zoning Justification:

The subject property was originally zoned CPD (Commercial Planned Development) in 2002 for 400,000 gross leasable square feet of retail floor area, specifically design center uses. In 2005 the International Design Center was built with approximately 200,000 square feet of gross leasable floor area and 250,000 square feet of total overall gross floor area. The proposed zoning amendment simply seeks to use all or portions of the existing building for general office use.

The proposed development of the subject property complies with the Village of Estero Land Development Code. A brief description of how the proposed development satisfies these criteria is presented below.

1. Is consistent with and furthers the goals, objectives, and policies of the comprehensive plan and all other applicable Village-adopted plans;

Below is a description of how the proposed amendment is consistent with the Comprehensive Plan.

FLU-1.2.1 FUTURE LAND USE CATEGORIES. The Village shall designate on the Future Land Use Map (see Map FLU-1) use categories of varying densities and intensities to provide for a full range of land use activities appropriate to the character of the Village's neighborhoods. These designations are based upon environmental conditions, historic and developing growth patterns, and existing or future availability of public facilities and services. Village future land use categories are summarized as follow:

The subject property is entirely located within the Transitional Mixed Use land use category. The table in Policy FLU 1.2.1 allows for "Regional, community, neighborhood and minor commercial uses" consistent with FLU 1.5 and the adopted zoning resolution. The proposed amendment to the zoning resolution does not request any change that would make the existing development inconsistent with this policy.

FLU-1.2.8 TRANSITIONAL MIXED USE. Transitional Mixed Use areas are characterized by primarily existing or emerging developments where the Village's largest and most intense commercial and multifamily residential developments are or will be concentrated, including some areas that currently have some degree of mixed use. Urban services are in place or readily expandable to support moderately intense levels of mixed commercial and residential development. These areas were typically designated Urban Community, General Interchange, or Suburban and within the Mixed Use Overlay per the Village's Transitional Comprehensive Plan. Transitional Mixed Use areas are generally the north Estero area near intersections of US 41 with Broadway and Estero Parkway, Coconut Point DRI, and the four quadrants of the I-75 and Corkscrew Road interchange. These areas are located in close proximity to:

public transit routes; education facilities; recreation opportunities; and existing residential, shopping and employment centers and are generally accessible to the surrounding neighborhoods, serving as focal points or community centers where activity is concentrated.

A. Uses: A broad mix of uses, subject to compatibility standards of the Community Design Sub-Element, is allowed in the Transitional Mixed Use areas to foster the conveniences and efficiencies of live/work/play environments, including regional, community and neighborhood scale commercial including shopping, restaurant, entertainment and office, low to moderate density residential, parks and recreation. Assisted living facilities, and public and quasi-public uses are allowed in the Transitional Mixed Use future land use category.

B. Development type, Density and Intensity: Development types and corresponding maximum densities and intensities allowed in the Transitional Mixed Use areas are outlined in the following table:

The transitional mixed-use areas allow for commercial development consistent with the approved Planned Development and proposed amendment for use of the building for general office. The proposed change does not request any increase to the total approved intensity within the Planned Development, but just a change in use. The existing planned development is classified as a single use development and is allowed for an intensity of up to a floor area ratio of 1.0. The existing approved square footage is well within that intensity standard.

FLU-1.5 COMMERCIAL SITE LOCATION STANDARDS. The siting of commercial developments shall be controlled by location standards. These standards are intended to avoid proliferation of commercial strip development by identifying appropriate locations for commercial uses to meet the needs of residents and visitors and to be compatible with existing residential neighborhoods or residential uses.

FLU-1.5.1 Commercial development levels are categorized as minor, neighborhood, community, or regional scale. The Village assigns intensities to these commercial levels according to the context and accessibility of the commercial development described below. See Map TR-1 for Functional Classifications of roadways.

The location standards specified in Subsections A-D will apply to the following commercial developments: shopping centers, free-standing retail or service establishments, restaurants, convenience food stores, automobile dealerships, gas stations, car washes, and other commercial development generating large volumes of traffic. These location standards will not apply to the following: banks and savings and loan establishments without drive-in facilities; hotels or motels; marinas; general, medical, or professional

offices; industrial, warehouse, or wholesale development; clubs, as defined in the Land Development Code (commercial clubs excepted); and other similar development.

C. Community Commercial

1. Provides for the sale of retail goods such as clothing, variety items, appliances, and furniture as well as goods that may be found in a neighborhood commercial development and has a gross floor area range of 100,000 to 400,000 square feet.

2. Must be located at the intersection of two arterials so that direct access is provided to both intersecting roads. Such direct access may be provided by an internal access road to either intersecting road.

The International Design Center CPD has been determined to meet site location standards through the approval of the existing zoning which allows 400,000 square feet of commercial floor area. The overall Planned Development is located along Corkscrew Road, at the southeast quadrant of I-75. Traditional retail uses are not proposed for the site, only office and the existing design center use. The proposed amendment to the CPD is to replace some of the design center uses with office uses, which are not subject to site location standards.

FLU-1.10 DESIGN OF COMMERCIAL USES. Attractively designed and high quality commercial uses can be allowed in the Village Center and Transitional Mixed Use and Urban Commercial future land use categories, and in minor commercial and neighborhood centers of the Neighborhood Village Future Land Use category. The objective is to promote Estero's quality of life and diverse local economy by fostering the development of targeted economic areas, as a preference over the development of strip commercial centers, in order to provide a diverse employment and economic base while meeting the commercial, professional, and service needs of the people who live, work, and play within the community. (Note: Lee Plan Objective 19.2)

The proposed amendment is to change a use internal to a building that is already constructed. The existing building and development have won several awards for quality in architecture and design. The proposed amendment will not alter the existing building or the site layout.

FLU-1.10.1 COMMERCIAL DEVELOPMENT FORM. To permit orderly and well-planned commercial development at appropriate locations, all applications for commercial development will be reviewed and evaluated as to their compatibility with adjacent and nearby uses, including consideration of the following:

A. Traffic and access impacts (rezoning and development orders);

The subject property is zoned Commercial Planned Development (CPD) and allowed to build up to 400,000 square feet of commercial floor area. The proposed amendments do not change the allowable development on the site, simply the use inside the existing building. A Traffic impact statement has been provided comparing the increase to the number of trips from the potential conversion of up to 200,000 square feet of design center use to office use. Based on the TIS, the proposed amendment will not be the cause of any road segment deficiency.

B. Architectural and landscape architectural design (rezoning and development orders);

The proposed amendment does not request any new buildings, changes to the existing building or changes to the existing site. The proposed amendment is simply to allow for a change in use internal to the existing building.

C. Site planning, interconnectivity, and public space (rezoning and development orders)

The Commercial Planned Development site plan contains a reverse frontage road providing access directly to Corkscrew Road and to Stoney Brook Golf Boulevard. The existing development connects to this road providing access to two major streets. The intersection of Corkscrew Road and Stoney Brook Gold Boulevard is signalized providing access to east and westbound traffic.

D. Screening, landscaping and buffering (rezoning and development orders);

The CPD complies with the Village of Estero's buffer requirements, providing attractive landscaping along Corkscrew Road as well as adequate buffering to the residential units to the south. The proposed amendment does not alter anything already built on the subject property and does not alter the buffer requirement which is already in place.

E. Availability and adequacy of services and facilities (rezoning and development orders);

The subject property is the reuse of an existing developed property and in an area with development on all sides. Urban services are available and sufficient to meet the development that is already approved and built in the Commercial Planned Development.

F. Impact on adjacent land uses and surrounding neighborhoods (rezoning);

The proposed amendment to the CPD will not have any negative impact on surrounding uses. The existing development includes the required buffer (condition 4) to provide screening to the residents to the south in Stoney Brook. To the east is vacant commercial

development, to the north is Corkscrew Road, a 6-lane divided arterial road and Miromar Outlet Mall and to the west is I-75. The change in use internal to the existing building will have no impact on any adjacent use and given the nature of the existing use and the proposed office use, there will be no change noticeable to any adjacent property.

A. Proximity to other similar centers (rezoning); and

There are no other Design Centers in Lee County. There is additional office space on the west side of I-75 along the south and north sides of Corkscrew Road. The closest office building is on the southwest quadrant of Corkscrew Road and I-75. The location of office along Corkscrew Road signifies its ideal location, with quick access to both I-75 and US 41.

B. Environmental considerations (rezoning and development orders).

There are no impacts to environmentally sensitive areas. The area designated for development has already been cleared for development.

FLU-1.10.2 COMMERCIAL DEVELOPMENT STANDARDS. New commercial developments should be designed to arrange uses in an integrated and cohesive unit in order to address compatibility with the adjacent and nearby uses by adhering to the following standards:

A. provide visual harmony and screening;

The existing development has provided required buffers on all sides. In addition however, the on-site landscaping and use of Royal Palm trees to line the entrance into the Design Center has created an iconic entrance into the Community at the Corkscrew Road interchange that is well above code requirements.

B. reduce dependence on the automobile;

The subject property is located at an I-75 interchange. The design center use, by its nature is auto centric. The proposed amendment to allow for office uses is ideal because of the automobile access at the Interchange to other part of Lee County.

C. promote pedestrian movement within the development and connectivity to adjacent and nearby uses where such uses are compatible;

Given the location of the building, there are no adjacent uses to connect to other than Stoney Brook.

D. utilize joint parking, access and loading facilities;

Not applicable. The proposed project is the redevelopment of a commercial property. The proposed project is not adjacent to residential uses or other uses that could utilize joint parking.

E. avoid negative impacts on surrounding land uses and traffic circulation;

The existing site traffic circulation allows for easy movement of cars through the property along Miromar Square Boulevard, connecting to Corkscrew Road and Stoney Brook Golf Boulevard. There are no negative impacts on traffic circulation anticipated from the proposed amendment.

F. protect natural resources; and

The proposed plan of development will have no impacts to any environmentally sensitive land. The subject property is an existing retail site and therefore has already been cleared for development.

G. provide necessary services and facilities where they are inadequate to serve the proposed use.

The subject property is located in an area where all public services are available with adequate capacity to serve the proposed development.

H. Large scale nonresidential establishments will incorporate development design techniques to integrate the establishment into the surrounding community. Such design techniques will include:

Creation of a series of smaller, well defined customer entrances to break up long facades and provide pedestrian scale and variety, that may be achieved through the use of liner buildings.

- 1. limited number and size of signs.**
- 2. landscaping and use of pocket parks and courtyards adequate to soften large building masses.**

The subject property includes a single existing building, which has received high praise from its iconic architectural style and enhanced landscaping. The landscaping softens the building design and adds character to the entire site.

FLU-1.10.3 Encourage commercial developments within the Village of Estero to provide interconnect opportunities with adjacent commercial uses in order to minimize access points onto primary road corridors; and residential developments to provide interconnect opportunities with commercial areas, including, but not limited to, bike paths and pedestrian accessways.

Connections to existing residential neighborhoods will be encouraged and will not be precluded by the commercial development's design.

The existing development connects to the commercial property to the east through Miromar Square Boulevard, which also provides a connection to Corkscrew Road and Stoney Brook Golf Boulevard. This connection allows residents from Stoney Brook to access the subject property without driving on Corkscrew Road.

2. Is not in conflict with any portion of the LDC;

The proposed amendment requests the approval of office development within the existing building. The request is not in conflict with any portion of the Land Development Code.

3. Addresses a demonstrated community need;

The proposed development addresses a specific need – creating a live, work and play community in the Village of Estero. Providing additional office space within the community will allow for more people to work in the same community that they live in.

4. Is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zoning district for the land;

The subject property is already zoned as CPD and the proposed amendment does not request any change in development intensity. As noted above, the surrounding uses are entirely commercial on three sides and compatible with the existing and proposed use. The allowance for office within the existing build will have no impact at all on the residential land to the south and be entirely imperceptible outside of the building.

5. Would result in a logical and orderly development pattern;

The proposed amendment is for the reuse or partial reuse of an existing building. The property has development on all sides. Reuse of the existing building represents an orderly development pattern.

6. Would not adversely affect the property values in the area;

The proposed amendments would have no impact on property values in the area. Any impact on surrounding property values would have already occurred with the existing building.

7. Would result in development that is adequately served by public facilities (roads, potable water, wastewater, solid waste, storm water, schools, parks, police, and fire and emergency medical facilities);

The project has direct access to Corkscrew Road and a lighted intersection Stoney Brook Golf Boulevard. Water and sewer service is currently available in the area via Lee County Utilities as evidenced by existing uses within the existing building. The property is within the Estero Fire District and fire/EMS service are available. All other services are adequate to accommodate the proposed changes.

8. Would not result in significantly adverse impacts on the natural environment—including, but not limited to, water, air, noise, storm water management, wildlife, vegetation, wetlands, environmentally critical areas, and the natural functioning of the environment;

The proposed amendment to the existing approved commercial planned development does not request any change to the already permitted development footprint. There are no preserve areas on site and the entire property has been cleared and developed.

9. Is compatible with existing or planned uses in the surrounding area.

The proposed amendment to the CPD will not have any negative impact on surrounding uses. The existing development includes a buffer to provide screening to the residents to the south in Stoney Brook. To the east is vacant commercial development, to the north is Corkscrew Road, a 6-lane divided arterial road and Miromar Outlet Mall and to the west is I-75. The change in use internal to the existing building will have no impact on any adjacent use and given the nature of the existing use and the proposed office use, there will be no change noticeable to any adjacent property.

Summary:

As detailed in the Village of Estero Land Development Code, the attached application demonstrates the following:

1. The applicant is compliant with the Land Development Code and other applicable codes or regulations;
2. The request will meet or exceed all performance and location standards;
3. The requested plan is consistent with the intensities and general uses set forth in the Estero Comprehensive Plan;
4. The request is compatible with the existing uses in the surrounding areas;
5. Adequate infrastructure exists to accommodate this development; and
6. The request will not adversely affect environmentally critical areas and natural resources.

Based on compliance with these, and other regulations, we respectfully submit that this zoning application will not place an undue burden upon existing transportation or planned infrastructure facilities. Similarly, the proposed use is appropriate at the

subject location, and is compatible with existing uses in the surrounding area. For these reasons, the requested amendment should be approved.

International Design Center Amendment - 10 -

Attachment 4

From: [Lighthall, Justin](#)
To: [Lisa Reitbauer](#)
Subject: FW: Village of Estero DCI2022-E004 International Design Center CPD (Stoneybrook DRI)
Date: Wednesday, August 3, 2022 11:18:58 AM
Attachments: [image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

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Solid Waste has reviewed DCI2022-E004, ensure that as plans progress that the site plan clearly identifies a location and dimensions of a proposed dumpster enclosure location in accordance with Ordinance 11-27 and LDC 10-261.

Regards,



Justin Lighthall | Manager, Public Utilities

Solid Waste Department

6431 Topaz Ct, Fort Myers, FL 33966

office: (239) 533-8007

email: JLighthall@leegov.com

web: www.leegov.com/solidwaste

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From: Lisa Reitbauer <reitbauer@estero-fl.gov>

Sent: Monday, July 25, 2022 2:44 PM

To: Dunn, Brandon <BDunn@leegov.com>; Beals, Nathan <NBeals@leegov.com>; jackow@leegov.com; Scott Danielson (danielson@esterofire.org) <danielson@esterofire.org>; Lighthall, Justin <JLighthall@leegov.com>; Jim Hart <hart@estero-fl.gov>; David Willems <willems@estero-fl.gov>; Matt Noble <noble@estero-fl.gov>; Nancy E. Stroud, PA <nstroud@nstroudpa.com>; Rozdolski, Mikki <MRozdolski@leegov.com>; DeGuzman, Joel <joelsd@leeschools.net>; Marino Diaz, Clarissa <CMarinoDiaz@leegov.com>; ext-Huff, Dawn (leeschools.net) <DawnMHu@leeschools.net>

Cc: Mary Gibbs <gibbs@estero-fl.gov>

Subject: Village of Estero DCI2022-E004 International Design Center CPD (Stoneybrook DRI)

Good afternoon,

Please review DCI2022-E004 International Design Center CPD (Stoneybrook DRI). The supporting documents and plans can be accessed using the link below. Comments should be provided to me by **Wednesday, August 4, 2022** to allow time to prepare the response package and transmit it to the applicant.

The credentials are:

Link: <https://docshare.estero-fl.gov:8000>

Username: InterDesignCntr

Password: !nt3rd\$ing(+r7446



Lisa Reitbauer

Administrative Assistant – Planning & Zoning
9401 Corkscrew Palms Circle
Estero, FL 33928
Office: (239) 319-2831
www.estero-fl.gov

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Attachment 5

From: Danielson, Scott
To: Lisa Reitbauer; bdunn@leegov.com; Nathan Beals; jackow@leegov.com; Lighthall, Justin; Jim Hart; David Willems; Matt Noble; Nancy E. Stroud, PA; Mikki Rozdolski; DeGuzman, Joel; cmarinodiaz@leegov.com; Dawn Huff (dawnmhu@leeschools.net)
Cc: Mary Gibbs
Subject: RE: Village of Estero DCI2022-E004 International Design Center CPD (Stoneybrook DRI)
Date: Tuesday, July 26, 2022 9:57:57 AM

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Follow up comment, the existing MDC is a performance-based building, any change to this bldg. including but not limited to Occupancy type, load or physical changes will require a Fire Protection Engineer

Scott Danielson

Estero Fire Rescue
Lt./Plans Examiner
239-390-8000 Office
239-390-8020 Fax

“Most people do not listen with the intent to understand; they listen with the intent to reply.” [Stephen R. Covey](#)

From: Danielson, Scott
Sent: Tuesday, July 26, 2022 7:16 AM
To: Lisa Reitbauer <reitbauer@estero-fl.gov>; bdunn@leegov.com; Nathan Beals <nbeals@leegov.com>; jackow@leegov.com; Lighthall, Justin <jlighthall@leegov.com>; Jim Hart <hart@estero-fl.gov>; David Willems <willems@estero-fl.gov>; Matt Noble <noble@estero-fl.gov>; Nancy E. Stroud, PA <nstroud@nstroudpa.com>; Mikki Rozdolski <mrozdolski@leegov.com>; DeGuzman, Joel <joelsd@leeschools.net>; cmarinodiaz@leegov.com; Dawn Huff (dawnmhu@leeschools.net) <dawnmhu@leeschools.net>
Cc: Mary Gibbs <gibbs@estero-fl.gov>
Subject: RE: Village of Estero DCI2022-E004 International Design Center CPD (Stoneybrook DRI)

Estero Fire has no comment at this time

Scott Danielson

Estero Fire Rescue
Lt./Plans Examiner
239-390-8000 Office
239-390-8020 Fax

“Most people do not listen with the intent to understand; they listen with the intent to reply.” [Stephen R. Covey](#)

From: Lisa Reitbauer <reitbauer@estero-fl.gov>

Sent: Monday, July 25, 2022 2:44 PM

To: bdunn@leegov.com; Nathan Beals <nbeals@leegov.com>; jackow@leegov.com; Danielson, Scott <danielson@esterofire.org>; Lighthall, Justin <jilighthall@leegov.com>; Jim Hart <hart@estero-fl.gov>; David Willems <willems@estero-fl.gov>; Matt Noble <noble@estero-fl.gov>; Nancy E. Stroud, PA <nstroud@nstroudpa.com>; Mikki Rozdolski <mrozdolski@leegov.com>; DeGuzman, Joel <joelsd@leeschools.net>; cmarinodiaz@leegov.com; Dawn Huff (dawnmhu@leeschools.net) <dawnmhu@leeschools.net>

Cc: Mary Gibbs <gibbs@estero-fl.gov>

Subject: Village of Estero DCI2022-E004 International Design Center CPD (Stoneybrook DRI)

Good afternoon,

Please review DCI2022-E004 International Design Center CPD (Stoneybrook DRI). The supporting documents and plans can be accessed using the link below. Comments should be provided to me by **Wednesday, August 4, 2022** to allow time to prepare the response package and transmit it to the applicant.

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Lisa Reitbauer

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