



Village of
ESTERO

**VILLAGE OF ESTERO
VILLAGE COUNCIL MEETING
PACKET**

APRIL 5, 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
April 5, 2023, 09:30 am

1. OATH OF OFFICE

Honorable Elisabeth Adams, 20th Judicial Circuit Judge

- Jon McLain -- District 3
- Lori Fayhee -- District 4
- Rafael Lopez -- District 5
- George Zalucki -- District 7

Attachment: [Jon McLain.pdf](#)

Attachment: [Lari Fayhee.pdf](#)

Attachment: [Rafael Lopez.pdf](#)

Attachment: [George Zalucki.pdf](#)

2. CALL TO ORDER

INVOCATION

Pastor Charlie Memoli-Christ Community Ministries

PLEDGE OF ALLEGIANCE

ROLL CALL

3. ELECTION OF MAYOR

4. ELECTION OF VICE MAYOR

RECESS: Light Reception

RECONVENE MEETING

5. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

6. PUBLIC COMMENT ON NON-AGENDA ITEMS

7. CONSENT AGENDA

a. March 15, 2023 Council Meeting Minutes

Attachment: [3152023 minutes.pdf](#)

b. Financial Report for Month ended February 2023

Attachment: [SS Monthly Financial Report 02282023.pdf](#)

Attachment: [Village Council Report 02.23.pdf](#)

8. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

9. ACTION ITEMS

a. Resolution No. 2023-07 Sandy Lane Bike/Pedestrian Improvements State Funding

A Resolution of the Village Council of the Village of Estero, Requesting State Funding for a Project known as Sandy Lane Bicycle and Pedestrian Improvements; Authorizing the Village Manager and Village Agents to take all Actions Necessary to Apply for and Obtain Funds from the State of Florida Department of Transportation and the State Legislature; Making Related Findings; Providing for Severability and for an Effective Date.

Recommended Action

Adopt Resolution No. 2023-07

Financial Impact

Adoption of Resolution No. 2023-07 will allow the Village of Estero to apply for \$450,000 in funding from FDOT.

Attachment: [SS No Res 2023 07.pdf](#)

Attachment: [Res No. 2023-07.pdf](#)

Attachment: [450850-1 Draft SFGA with exhibits_002_.pdf](#)

Attachment: [Sandy Ln Proj Location.pdf](#)

b. Resolution No. 2023-08 River creek Phase 2 Plat PLT2022-E003

A Resolution of the Village Council of the Village of Estero, Florida, Approving the Replat of Tract "F1" and Tract "L6", Rivercreek, Located on Corkscrew Road Between Wildcat Run and Preserve at

Corkscrew; Making Related Findings; Providing for Severability and for an Effective Date.

Recommended Action

Motion to Approve Replat

Financial Impact

No Financial Impact

Attachment: [SS Rivercreek Phase Two RePlat.pdf](#)

Attachment: [Resolution 2023-08 RiverCreek Replat.pdf](#)

Attachment: [Staff Report Rivercreek Phase Two Replat.pdf](#)

Attachment: [Attorney 1_PLT2022-E003 RiverCreek - Resubmittal 1.pdf](#)

Attachment: [3-20-23 RiverCreek Attorney Compliance Letter.pdf](#)

Attachment: [RiverCreek Phase Two Final Plat 3-21-23.pdf](#)

10.PUBLIC COMMENT ON NON-AGENDA ITEMS

11.COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

12.VILLAGE ATTORNEY'S REPORT

13.VILLAGE MANAGER'S REPORT

Adjourn Regular Session and Convene Workshop Items

14.WORKSHOP

a. Senate Appropriations/Legislative Updates -- UEP Status

Attachment: [Senate Appropriations Legislative Updates.pdf](#)

b. Vieste, LLC Update

Attachment: [Vieste Update.pdf](#)

c. Florida Department of Transportation I-75 Updates

Attachment: [SS FDOT I 75 Updates.pdf](#)

Attachment: [I-75 Update.pdf](#)

15.ADJOURNMENT

16.LUNCH -- Immediately following council meeting.

17.COUNCIL PHOTO -- 1:00 p.m.

General Attachments

[- Transcript.pdf](#)

VILLAGE OF ESTERO COUNCIL MEETING
WEDNESDAY, APRIL 5, 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.

09:30:16 >>Jon McLain: GOOD MORNING, AGAIN.
09:30:18 IT'S A GREAT DAY TO BE IN PARADISE AND A PLACE WE CALL THE
09:30:21 VILLAGE OF ESTERO.
09:30:21 WELCOME ALL.
09:30:23 WE APPRECIATE THE CROWD.
09:30:24 THIS IS A VERY EXCITING DAY FOR US HERE IN THE VILLAGE OF
09:30:28 ESTERO.
09:30:29 SO THE WAY WE'RE GOING TO CONDUCT THIS MEETING IS A LITTLE
09:30:32 DIFFERENT THAN NORMAL BECAUSE WE NEED TO SWEAR IN OUR THREE
09:30:36 NEW COUNCIL MEMBERS AND ONE RETURNING, THAT MIGHT BE ME.
09:30:41 SO WE'RE ALL VERY EXCITED ABOUT THE SWEARING IN AND BEING
09:30:45 ABLE TO HAVE THREE NEW MEMBERS ON OUR COUNCIL.
09:30:48 SO WE THANK YOU ALL FOR YOUR ATTENDANCE.
09:30:51 WITHOUT ANY FURTHER ADO, I WAS GOING TO TURN THIS OVER TO
09:30:55 OUR VILLAGE MANAGER TO INTRODUCE OUR JUDGE THAT'S HERE.
09:31:05 >> VICE-MAYOR, I WILL BE HAPPY TO DO THAT.
09:31:07 IF I COULD INTRODUCE THE HONORABLE JUDGE ELISABETH ADAMS OF
09:31:10 THE 20th JUDICIAL CIRCUIT.

09:31:14 SHE IS GOING TO JOIN US TODAY FOR THE SWEARING IN
09:31:17 CEREMONIES.
09:31:18 JUDGE ADAMS, AS YOU ALL KNOW, HAS BEEN WITH US PRIOR TO
09:31:24 SWEAR IN OTHER COUNCIL MEMBERS.
09:31:25 WE APPRECIATE HER ATTENDANCE AND WILLINGNESS TO HELP OUT.
09:31:28 YOUR HONOR.
09:31:28 [APPLAUSE]
09:31:31 >> OKAY.
09:31:47 WE'RE GOING TO BEGIN THE SWEARING IN.
09:31:51 FIRST, WE HAVE JON McLain.
09:31:53 YOU WANT TO RAISE YOUR RIGHT.
09:32:27 WELL, YOU WANT TO SWITCH SIDES.
09:32:30 THERE WE GO.
09:32:31 YOU KNOW WHAT?
09:32:35 I'M BACKWARDS.
09:32:36 RAISING YOUR RIGHT HAND.
09:32:37 YOU HAD IT RIGHT.
09:32:38 OH, MY GOODNESS.

09:32:39 [LAUGHTER]
 09:32:39 I'M A LITTLE NERVOUS, TOO.
 09:32:41 WE'RE GOOD.
 09:32:49 ALL RIGHT.
 09:32:49 SORRY ABOUT THAT.
 09:32:50 YOU'LL REPEAT AFTER ME.
 09:32:54 >> I, JON McLAIN, DO SOLEMNLY SWEAR OR AFFIRM, THAT I WILL

 09:33:04 SUPPORT, PROTECT AND DEFEND THE CONSTITUTION AND GOVERNMENT
 09:33:06 OF THE UNITED STATES, THE CHARTER AND ORDINANCES OF THE
 09:33:18 VILLAGE OF ESTERO, AND THE CONSTITUTION AND LAWS OF THE
 09:33:25 STATE OF FLORIDA, THAT I AM DULY QUALIFIED TO HOLD THE
 09:33:32 OFFICE UNDER THE CONSTITUTION OF THE STATE OF FLORIDA AND
 09:33:40 THAT I WILL WELL AND FAITHFULLY PERFORM THE DUTIES OF THE
 09:33:45 VILLAGE OF ESTERO COUNCIL ON WHICH I AM ABOUT TO ENTER, SO
 09:33:58 HELP ME GOD.
 09:33:59 THANK YOU.
 09:34:03 [APPLAUSE]
 09:34:16 >> NEXT, WE HAVE LORI FAYHEE.
 09:34:18 RAISE YOUR RIGHT HAND.
 09:34:52 REPEAT AFTER ME.
 09:34:57 I, STATE YOUR NAME.
 09:34:58 >>Lori Fayhee: I, LORI FAYHEE, DO SOLEMNLY SWEAR, THAT I
 09:35:05 WILL SUPPORT, PROTECT AND DEFEND THE CONSTITUTION AND
 09:35:15 GOVERNMENT OF THE UNITED STATES, THE CHARTER AND ORDINANCES
 09:35:22 OF THE VILLAGE OF ESTERO AND THE CONSTITUTION AND LAWS OF
 09:35:29 THE STATE OF FLORIDA, THAT I AM DULY QUALIFIED TO HOLD THE
 09:35:35 OFFICE UNDER THE CONSTITUTION OF THE STATE AND THAT I WILL
 09:35:42 WELL AND FAITHFULLY PERFORM THE DUTIES OF VILLAGE OF ESTERO
 09:35:49 COUNCIL ON WHICH I AM ABOUT NOW TO ENTER, SO HELP ME GOD.
 09:36:00 [APPLAUSE]
 09:36:08 >> RAFAEL LOPEZ.
 09:36:13 I, STATE YOUR NAME.

 09:36:33 >>Rafael Lopez: I, RAFAEL LOPEZ, DO SOLEMNLY SWEAR THAT I
 09:36:41 WILL SUPPORT, PROTECT AND DEFEND THE CONSTITUTION AND
 09:36:49 GOVERNMENT OF THE UNITED STATES, THE CHARTER AND ORDINANCES
 09:36:53 OF THE VILLAGE OF ESTERO AND THE CONSTITUTION AND LAWS OF
 09:37:01 THE STATE OF FLORIDA, THAT I AM DULY QUALIFIED TO HOLD THE
 09:37:07 OFFICE UNDER THE CONSTITUTION OF THE STATE OF FLORIDA, AND
 09:37:13 THAT I WILL WELL AND FAITHFULLY PERFORM THE DUTIES OF
 09:37:20 VILLAGE OF ESTERO COUNCIL ON WHICH I AM ABOUT TO ENTER SO
 09:37:26 HELP ME GOD.
 09:37:28 THANK YOU.
 09:37:30 [APPLAUSE]
 09:37:30 GEORGE ZALUCKI.
 09:37:47 REPEAT AFTER ME.
 09:37:55 >> I, GEORGE ZALUCKI, DO SOLEMNLY SWEAR THAT I WILL SUPPORT,

09:38:01 PROTECT AND DEFEND THE CONSTITUTION AND GOVERNMENT OF THE
 09:38:09 UNITED STATES, THE CHARTER AND ORDINANCES OF THE VILLAGE OF
 09:38:14 ESTERO, AND THE CONSTITUTION AND LAWS OF THE STATE OF
 09:38:20 FLORIDA, THAT I AM DULY QUALIFIED TO HOLD THE OFFICE UNDER
 09:38:24 THE CONSTITUTION OF THE STATE OF FLORIDA, AND THAT I WILL
 09:38:32 WELL AND FAITHFULLY PERFORM THE DUTIES OF VILLAGE OF ESTERO
 09:38:39 COUNCIL ON WHICH I AM NOW ABOUT TO ENTER, SO HELP ME GOD.
 09:38:47 [APPLAUSE]
 09:39:07 >>Jon McLain: CONGRATULATIONS TO ALL OF OUR NEW COUNCIL
 09:39:10 MEMBERS.
 09:39:10 AS THE VICE-MAYOR, I'D LIKE TO CALL THE APRIL 5th, 2023,

 09:39:18 VILLAGE COUNCIL MEETING TO ORDER.
 09:39:21 [SOUNDING GAVEL]
 09:39:21 AS THE VICE-MAYOR, IT IS MY DUTY TO SERVE AS THE TEMPORARY
 09:39:25 CHAIR FOR THIS PART OF THE MEETING.
 09:39:27 WE WOULD LIKE TO REMIND EVERYBODY TO SET YOUR CELL PHONES
 09:39:31 AND ANY OTHER DEVICES THAT YOU MIGHT HAVE ON TO OFF SO WE
 09:39:34 DON'T DISRUPT THE PROCEEDINGS GOING FORWARD.
 09:39:37 SO THIS MORNING TO START THE MEETING, WE'LL HAVE AN
 09:39:44 INVOCATION FROM A NEW PASTOR IN THE AREA, CHARLIE MEMOLI AT
 09:39:51 CHRIST CHRISTIAN MINISTRIES WILL PROVIDE THE INVOCATION.
 09:39:58 >> GOOD MORNING.
 09:39:59 THANK YOU FOR ALLOWING ME TO BE HERE THIS MORNING.
 09:40:01 LET US ALL OPEN UP IN PRAYER BEFORE WE BEGIN.
 09:40:04 HEAVENLY FATHER, WE PRAY BLESSINGS ON THIS MEETING TODAY AND
 09:40:08 WHO HAVE BEEN CALLED TO REPRESENT THE COMMUNITY OF ESTERO.
 09:40:11 LORD, MAY YOU GUIDE THEM IN YOUR WISDOM AND YOUR KNOWLEDGE
 09:40:14 AND SHOW THEM YOUR WILL AND YOUR PLAN FOR YOUR GLORY, FOR WE
 09:40:19 TURN TO YOU IN THESE DIFFICULT TIMES FOR SUPPORT, GUIDANCE,
 09:40:22 AND, MOST IMPORTANTLY, PEACE.
 09:40:24 WE KNOW YOU ARE WORKING ALL THINGS TOGETHER FOR GOOD.
 09:40:27 LET US GLORIFY AND PRAISE YOU IN YOUR SON JESUS CHRIST NAME
 09:40:32 WE PRAY, AMEN.
 09:40:33 CONGRATULATIONS.
 09:40:34 THANK YOU.
 09:40:35 >>Jon McLain: THANK YOU, PASTOR.

 09:40:36 PLEASE STAND AND JOIN ME IN THE PLEDGE OF ALLEGIANCE LED BY
 09:40:40 COUNCILMAN FIESEL.
 09:40:42 [PLEDGE OF ALLEGIANCE]
 09:40:55 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL?
 09:41:06 >>Joanne Ribble: HERE.
 09:41:08 >>Larry Fiesel: HERE.
 09:41:11 >>Jon McLain: HERE.
 09:41:12 >>Lori Fayhee: HERE.
 09:41:14 >>Rafael Lopez: HERE.
 09:41:16 >>Jim Ward: HERE.

09:41:18 >>George Zalucki: HERE.
 09:41:23 >>Jon McLain: OUR CHARTER STATES THAT AT THE FIRST REGULARLY
 09:41:26 SCHEDULED MEETING AFTER THE VILLAGE REGULAR ELECTION, THE
 09:41:30 COUNCIL, BY MAJORITY VOTE, SHALL ELECT FROM ITS MEMBERSHIP A
 09:41:35 MAYOR.
 09:41:35 THE MAYOR WILL SERVE AS CHAIRMAN OR CHAIRPERSON DURING THE
 09:41:40 MEETINGS OF THE COUNCIL AND SHALL SERVE AS THE HEAD OF
 09:41:44 MUNICIPAL GOVERNMENT FOR THE PURPOSES OF EXECUTING LEGAL
 09:41:49 DOCUMENTS REQUIRED BY ORDINANCE.
 09:41:50 THE MAYOR WILL ALSO SERVE AS A CEREMONIAL HEAD OF THE
 09:41:55 VILLAGE.
 09:41:56 SO AT THIS TIME, I WOULD ASK -- WE NOW NEED TO ELECT A MAYOR
 09:42:02 FOR THE NEXT TWO YEARS AS PRESCRIBED BY OUR CHARTER.
 09:42:05 AT THIS TIME, I'LL OPEN THIS UP FOR NOMINATIONS FOR MAYOR.
 09:42:10 >>Joanne Ribble: I WOULD LIKE TO NOMINATE JON McLAIN AS

 09:42:13 MAYOR.
 09:42:15 >>Jon McLain: COUNCIL MEMBER RIBBLE HAS NOMINATED -- HAS
 09:42:20 MADE A NOMINATION.
 09:42:21 ARE THERE ANY SECONDS TO THAT?
 09:42:23 >> I'LL SECOND.
 09:42:25 >>Jon McLain: ARE THERE ANY OTHER NOMINATIONS THAT COUNCIL
 09:42:30 MEMBERS WOULD LIKE TO MAKE?
 09:42:31 IF NOT, MADAM CLERK, DID YOU GET THE SECOND FROM JIM WARD?
 09:42:40 >>Carol Sacco: YES.
 09:42:42 >>Jon McLain: AT THIS TIME, WE RUN THE ROLL CALL FOR THAT
 09:42:45 VOTE.
 09:42:47 >> ROLL CALL FOR MAYOR JON McLAIN.
 09:42:49 >>Joanne Ribble: AYE.
 09:42:51 >>Larry Fiesel: AYE.
 09:42:53 >>Lori Fayhee: AYE.
 09:42:56 >>Rafael Lopez: AYE.
 09:42:56 >>Jim Ward: AYE.
 09:42:58 >>George Zalucki: AYE.
 09:43:02 >>Carol Sacco: MAYOR McLAIN.
 09:43:05 [APPLAUSE]
 09:43:09 >>Jon McLain: THANK YOU FOR THAT VOTE OF CONFIDENCE.
 09:43:11 I APPRECIATE THAT.
 09:43:12 SO THE CLERK TELLS ME THAT, IS THIS THE TIME THAT WE -- OR
 09:43:17 WE TAKE A BREAK AND SWITCH SEATS.
 09:43:19 >>Carol Sacco: NO.

 09:43:20 WE'RE GOING TO ELECT THE VICE-MAYOR.
 09:44:05 >>Jon McLain: NEXT ON THE AGENDA, WE NEED TO ELECT A
 09:44:07 VICE-MAYOR FOR THE NEXT TWO YEARS.
 09:44:09 I AM OPENING UP THE NOMINATIONS FOR VICE-MAYOR.
 09:44:18 >> MR. MAYOR, I NOMINATE COUNCIL MEMBER JOANNE RIBBLE AS
 09:44:21 VICE-MAYOR.

09:44:25 >>Jon McLain: MADAM CLERK.
 09:44:26 >>Carol Sacco: THANK YOU.
 09:44:27 >>Jon McLain: DO I HAVE ANY SECONDS FOR THAT?
 09:44:29 >> I'LL SECOND IT.
 09:44:31 >>Jon McLain: THAT'S SECONDED BY RAFAEL.
 09:44:33 ARE THERE ANY OTHER NOMINATIONS?
 09:44:36 IF NONE, MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL?
 09:44:43 >>George Zalucki: AYE.
 09:44:45 >>Jim Ward: AYE.
 09:44:47 >>Rafael Lopez: AYE.
 09:44:49 >>Lori Fayhee: AYE.
 09:44:51 >>Larry Fiesel: AYE.
 09:44:54 >>Carol Sacco: VICE-MAYOR RIBBLE.
 09:44:55 >>Joanne Ribble: AYE.
 09:44:56 >>Carol Sacco: MAYOR McLAIN.
 09:44:59 [APPLAUSE]
 09:45:04 >>Joanne Ribble: I, TOO, THANK MY FELLOW COUNCIL PEOPLE FOR
 09:45:07 YOUR VOTE OF CONFIDENCE.
 09:45:13 >>Jon McLain: SO AT THIS POINT IN THE PROGRAM THAT WE HAVE

 09:45:15 TODAY OR THE AGENDA, WE ARE GOING TO TAKE A LITTLE BREAK IN
 09:45:20 CELEBRATION OF THE ELECTION OF NEW COUNCIL MEMBERS AND THEIR
 09:45:25 PLACEMENT AND FOR VICE-MAYOR AND MAYOR.
 09:45:27 YOU'RE ALL WELCOME TO JOIN US FOR, I THINK WE'VE GOT COFFEE
 09:45:31 AND OTHER GOODIES OVER THERE.
 09:45:33 WE'RE PROBABLY 15 MINUTES OR SO IS WHAT WE ALLOCATED.
 09:45:40 AT THE CONCLUSION OF THAT, THEN WE WILL BEGIN OUR AGENDA,
 09:45:45 FORMAL AGENDA THAT WE HAVE FOR THE MEETING.
 09:45:48 THANK YOU ALL FOR JOINING US.
 09:45:51 PLEASE ENJOY THE BREAKFAST.
 09:45:52 [APPLAUSE]
 09:45:54 [BREAK]
 10:05:52 [SOUNDING GAVEL]
 10:05:54 >>Mayor McLain: MADAM CLERK, ARE WE READY?
 10:05:58 >>Carol Sacco: YES, MAYOR.
 10:06:00 >>Mayor McLain: WE ARE NOW GOING TO START UP THE AGENDA
 10:06:04 AGAIN.
 10:06:04 SO LET'S GET RIGHT INTO IT.
 10:06:07 NEXT ON THE AGENDA IS TO APPROVE THE AGENDA.
 10:06:12 DOES ANYBODY HAVE ANY ADDITIONS, DELETIONS, OR CHANGES TO
 10:06:16 THE AGENDA THAT YOU HAVE BEFORE?
 10:06:19 I HEAR --
 10:06:23 >> A MOTION TO ACCEPT AS PRESENTED.
 10:06:25 >> SECOND.
 10:06:25 >>Mayor McLain: COUNCIL MEMBER FIESEL MADE THE MOTION,

 10:06:30 SECONDED BY --
 10:06:33 >>Carol Sacco: I'M SORRY.

10:06:35 ARE WE GOING TO BE MOVING ONE OF THOSE WORKSHOPS UP?
 10:06:37 OKAY.
 10:06:38 WE'LL MOVE 14A TO START AT 11 A.M.
 10:06:41 WE'LL STOP THE MEETING, BECAUSE THAT IS THE LEGISLATIVE
 10:06:44 UPDATES.
 10:06:45 THEY NEEDED A TIME FOR 11 A.M.
 10:06:48 >>Mayor McLain: WHEREVER WE ARE IN THE AGENDA AT THAT POINT,
 10:06:51 WE'LL TAKE A PAUSE.
 10:06:53 WE'LL GO TO THE WORKSHOP AND THEN WE'LL COME BACK AFTER THE
 10:06:56 11:00 PRESENTATION.
 10:07:00 >>Carol Sacco: WE HAD A MOTION FROM COUNCIL MEMBER FIESEL
 10:07:04 AND --
 10:07:05 >> SECOND.
 10:07:07 >>Carol Sacco: SECOND, ZALUCKI.
 10:07:10 >>Mayor McLain: MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL?
 10:07:14 >>Vice-Mayor Ribble: AYE.
 10:07:16 >>Larry Fiesel: AYE.
 10:07:18 >>Lori Fayhee: AYE.
 10:07:21 >>Rafael Lopez: AYE.
 10:07:22 >>Jim Ward: AYE.
 10:07:25 >>Vice-Mayor Ribble: AYE.
 10:07:27 >>Mayor McLain: AYE.
 10:07:31 >>Carol Sacco: I'M SORRY.

 10:07:31 COUNCIL MEMBER ZALUCKI.
 10:07:35 >>George Zalucki: AYE.
 10:07:37 >>Mayor McLain: SORRY.
 10:07:38 WE'LL GET THE NAMES DOWN.
 10:07:40 AT THIS TIME, WE WOULD LIKE TO OPEN UP THE AGENDA FOR PUBLIC
 10:07:46 COMMENTS ON ITEMS THAT ARE NOT ON THE CURRENT AGENDA.
 10:07:52 MADAM CLERK, DO WE HAVE ANY CARDS OR ANY SPEAKERS?
 10:07:55 >>Carol Sacco: WE DO NOT.
 10:08:00 >>Mayor McLain: LET'S MOVE ON.
 10:08:01 NEXT AGENDA ITEM IS THE CONSENT AGENDA.
 10:08:03 DO WE HAVE ANY COUNCIL MEMBERS THAT HAVE COMMENTS OR
 10:08:07 QUESTIONS REGARDING THE COUNCIL MEETING MINUTES?
 10:08:11 >>Jim Ward: I HAD A QUESTION FOR STEVE.
 10:08:12 I NOTICED IN THE FEBRUARY FINANCIAL REPORT THAT WE HAVE \$7
 10:08:17 MILLION OF EXPENSES RELATED TO HURRICANE IAN, AND WE'RE
 10:08:23 EXPECTING A CHECK FOR ABOUT 2.4 MILLION.
 10:08:26 >>Steven Sarkozy: CORRECT.
 10:08:26 >>Jim Ward: JUST REFRESH MY MEMORY.
 10:08:29 ARE WE EXPECTING TO BE REIMBURSED FOR THE FULL 7 MILLION?
 10:08:32 >>Steven Sarkozy: YES.
 10:08:33 OUR EXPECTATION IS THAT ALL, OR MOST OF THIS, WILL COME BACK
 10:08:40 TO US FROM FEMA.
 10:08:42 THERE MAY BE A FEW ITEMIZED SMALL ITEMS THEY OBJECT TO AND
 10:08:47 WILL HAVE TO NEGOTIATE, BUT THE LION'S SHARE OF THIS WILL

10:08:51 COME BACK.

10:08:53 FRANKLY, I EXPECT 99% OF IT COMING BACK.

10:08:57 >>Jim Ward: THANK YOU.

10:08:58 >>Mayor McLain: THANK YOU, COUNCILMAN WARD.

10:09:00 SO NOW I'LL ENTERTAIN A MOTION TO APPROVE THE CONSENT

10:09:03 AGENDA.

10:09:05 >>Vice-Mayor Ribble: SO MOVED.

10:09:06 >>Mayor McLain: COUNCIL MEMBER RIBBLE MADE THE MOTION,

10:09:09 SECONDED BY COUNCIL MEMBER WARD.

10:09:13 >>Carol Sacco: VICE-MAYOR RIBBLE AND COUNCIL MEMBER WARD.

10:09:19 >>Mayor McLain: PLEASE, MADAM CLERK, PLEASE CALL THE ROLL.

10:09:24 >>George Zalucki: AYE.

10:09:26 >>Larry Fiesel: AYE.

10:09:28 >>Lori Fayhee: AYE.

10:09:30 >>Rafael Lopez: AYE.

10:09:32 >>Jim Ward: AYE.

10:09:33 >>Vice-Mayor Ribble: AYE.

10:09:36 >>Mayor McLain: AYE.

10:09:37 THE NEXT ITEM ON THE AGENDA IS RESOLUTION NUMBER 2023-07,

10:09:45 STATE FUNDING FOR SANDY LANE BICYCLE AND PEDESTRIAN

10:09:49 IMPROVEMENTS.

10:09:51 MADAM CLERK, WOULD YOU PLEASE READ THE RESOLUTION?

10:09:54 >>Carol Sacco: RESOLUTION NUMBER 2023-07, A RESOLUTION OF

10:09:58 THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, REQUESTING

10:10:01 STATE FUNDING FOR A PROJECT KNOWN AS SANDY LANE BICYCLE AND

10:10:05 PEDESTRIAN IMPROVEMENTS; AUTHORIZING THE VILLAGE MANAGER AND

10:10:09 VILLAGE AGENTS TO TAKE ALL ACTIONS NECESSARY TO APPLY FOR

10:10:12 AND OBTAIN FUNDS FROM THE STATE OF FLORIDA DEPARTMENT OF

10:10:14 TRANSPORTATION AND THE STATE LEGISLATURE; MAKING RELATED

10:10:19 FINDINGS; PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE

10:10:24 DATE.

10:10:24 >>Mayor McLain: THANK YOU.

10:10:25 THE VILLAGE MANAGER, STEVE, WOULD YOU LIKE TO INTRODUCE THIS

10:10:28 ITEM?

10:10:29 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.

10:10:31 THIS IS SOMEWHAT OF A FORMALITY IN THE STATE ALLOCATION

10:10:36 PROCESS FOR US TO RECEIVE \$450,000 FROM THE STATE.

10:10:41 YOU MAY RECALL THAT THIS ALLOCATION WAS PART OF OUR REQUEST

10:10:46 TO THE LEGISLATIVE DELEGATION IN LAST YEAR'S LEGISLATIVE

10:10:50 SESSION.

10:10:51 WE RECEIVED \$1.75 MILLION TOTAL OF WHICH \$450,000 WAS FOR

10:11:00 THE SANDY LANE PROJECT.

10:11:01 THE ACTION BEFORE THE COUNCIL TODAY IS SIMPLY TO APPROVE THE

10:11:08 AGREEMENTS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION,

10:11:11 WHICH IS THE ADMINISTRATIVE ARM OF THE STATE GOVERNMENT

10:11:18 ASSIGNED TO DEAL WITH THIS GRANT.

10:11:22 SO THE ACTION BEFORE THE COUNCIL IS SIMPLY PROCEDURAL AND
 10:11:27 AUTHORIZES US TO SIGN THESE AGREEMENTS.
 10:11:30 BUT WE'VE GOT A FEW MOMENTS HERE, AND THE PROCESS OF
 10:11:35 DESIGNING THIS PATHWAY AND THE LANDSCAPING ALONG SANDY LANE
 10:11:40 IS PROGRESSING. WHAT I WOULD LIKE TO DO IS HAVE DAVID

 10:11:43 WILLEMS COME UP AND GIVE YOU A QUICK UPDATE ON THE STATUS OF
 10:11:47 THE SANDY LANE PROJECT.
 10:11:54 >>David Willems: GOOD MORNING.
 10:11:54 SO FOR SANDY LANE, THE DESIGN IS ABOUT 90% COMPLETE.
 10:12:00 WE'RE IN FOR PERMITS.
 10:12:02 THE WAY THAT WE'RE PERMITTING IN IT RIGHT NOW IS IN THE
 10:12:05 THREE DIFFERENT SECTIONS BECAUSE THERE'S REALLY THREE UNIQUE
 10:12:08 PARTS TO THE PROJECT.
 10:12:09 NORTH OF THE RIVER IS RELATIVELY SIMPLE.
 10:12:13 WE'RE HOPEFUL TO GET THAT PERMIT HERE IN THE NEXT MONTH OR
 10:12:16 SO.
 10:12:16 THEN YOU HAVE THE SECTION THAT IS OVER THE RIVER.
 10:12:19 WE'VE BEEN IN FOR PERMITTING FOR THAT ONE PROBABLY FOUR TO
 10:12:22 FIVE MONTHS, AND WE'RE IN A SIMILAR TIME FRAME AS THE
 10:12:26 NORTHERN PART.
 10:12:27 AND THAT'S A LITTLE MORE COMPLICATED JUST BECAUSE WE'RE
 10:12:29 GOING OVER THE RIVER AND THE PERMITS THAT ARE ASSOCIATED
 10:12:33 WITH THAT.
 10:12:33 SOUTH OF THE RIVER IS THE AREA THAT IS IN FRONT OF THE
 10:12:37 ESTATES ON ESTERO RIVER AND ALSO IN FRONT OF THE COLONNADE.
 10:12:41 SO WHAT HAPPENED THERE WAS THE ORIGINAL AGREEMENT WITH THE
 10:12:44 COLONNADE, WHEN THEY WERE DOING THEIR PERMITS THROUGH THE
 10:12:47 VILLAGE, WAS THAT THE COLONNADE WAS ACTUALLY GOING TO DESIGN
 10:12:50 AND PERMIT THE PATH IN FRONT OF THEIR PROPERTY.
 10:12:52 NOW THAT THAT PROJECT IS NOT GOING FORWARD, AT LEAST NOT

 10:12:57 RIGHT NOW, WE'VE KIND OF TAKEN THAT INTO OUR PROJECT AND
 10:13:03 WE'RE DOING THAT DESIGN RIGHT NOW.
 10:13:04 SO THAT ONE IS A LITTLE BIT FURTHER BEHIND IN THAT WE'RE
 10:13:08 FINISHING THE PLANS NOW AND THEN HERE IN THE NEXT COUPLE OF
 10:13:11 WEEKS WE'LL GET THAT SUBMITTED FOR PERMITS AS WELL.
 10:13:14 WE'RE ALSO LOOKING TO TRY TO EXPEDITE THE CONSTRUCTION OF
 10:13:18 THAT PROJECT.
 10:13:19 WITH THE BRIDGE BEING THE LONGEST LEAD TIME TO COMPLETE,
 10:13:23 WE'RE GOING TO BE DOING A PREFABRICATED BRIDGE, SO WE'RE
 10:13:26 ACTUALLY WITHIN THE NEXT WEEK, WE'LL BE PUTTING THAT PIECE
 10:13:29 OUT TO BID SO WE DON'T HAVE TO DEAL WITH THE LONG LEAD TIME
 10:13:33 WAITING FOR THAT TO GO FURTHER.
 10:13:35 AND THEN WHAT'S BEFORE YOU IS JUST AS VILLAGE MANAGER HAD
 10:13:40 MENTIONED, IT'S JUST THE MECHANISM FOR THE STATE TO GET THAT
 10:13:43 FUNDING TO US.
 10:13:44 THEY NEED SOMEBODY TO ADMINISTER THAT PROCESS.

10:13:48 AND BECAUSE THE PATHWAY IS A TRANSPORTATION FACILITY, THEY
 10:13:53 HAVE THE FLORIDA DEPARTMENT OF TRANSPORTATION ADMINISTERING
 10:13:56 IT.
 10:13:56 I CAN ANSWER ANY QUESTIONS YOU HAVE ABOUT THE PROJECT.
 10:14:06 >>George Zalucki: DAVID, DO YOU HAVE AN EXPECTED TIMELINE
 10:14:07 AS FAR AS COMPLETION?
 10:14:09 AND IS THE SOUTH SIDE GOING TO BE COMPLETED BEFORE THE NORTH
 10:14:11 SIDE OF THE RIVER?
 10:14:13 >>David Willems: SO THE SOUTH SIDE WOULD NOT BE COMPLETED --

 10:14:17 THE EASIER IS THE NORTH SIDE.
 10:14:19 SO THAT WOULD LIKELY BE THE FIRST PART.
 10:14:21 WE'RE TRYING TO GET EVERYTHING TO WORK TOGETHER SO THAT IT'S
 10:14:23 MORE THE SAME TIME, BUT IF WE HAVE TO, WE CAN DO THE NORTH
 10:14:27 SIDE FIRST.
 10:14:29 >>George Zalucki: TIME OF COMPLETION ESTIMATED?
 10:14:31 >>David Willems: SO WE THINK WE'LL BE STARTING CONSTRUCTION
 10:14:33 IN THE SUMMER, SO HOPEFULLY BY THE END OF THIS YEAR IT WOULD
 10:14:37 BE COMPLETED, IF NOT, MAYBE THE VERY BEGINNING OF '24.
 10:14:41 >>George Zalucki: THANK YOU.
 10:14:44 >>Mayor McLain: IS MY UNDERSTANDING RIGHT, THEN, IF YOU DO
 10:14:47 THE NORTH WITH NO BRIDGE AND THE SOUTH SIDE NOT BEING DONE,
 10:14:50 IT'S REALLY A STEP.
 10:14:51 IT'S NOT GOING TO BE A TRAVEL, BE ABLE TO BE TRAVELED.
 10:14:55 PIECEMEAL, WE'RE DOING IT AS FAST AS WE CAN, BUT IT'S NOT
 10:14:59 GOING TO BE A COMPLETED PROJECT ON DAY ONE.
 10:15:03 >>David Willems: CORRECT.
 10:15:04 >>Mayor McLain: BY THE TIME YOU GET THE NORTH DONE, IT COULD
 10:15:08 BE --
 10:15:09 >>David Willems: I WOULDN'T EXPECT ANY OF THEM TO BE DONE
 10:15:11 BEFORE THE OTHER ONE IS BEING WORKED ON.
 10:15:13 THEY ARE NOT THAT BEHIND THAT IT WOULD BE THAT YOU'D HAVE
 10:15:17 ONE FINISHED AND THEN YOU'D WAIT FOR THE OTHER ONE.
 10:15:21 THERE WOULD BE MORE KIND OF A FIRST PHASE, SECOND PHASE,
 10:15:25 THIRD PHASE THAT ARE OVERLAPPING.

 10:15:27 >>Mayor McLain: ANY OTHER QUESTIONS FROM COUNCIL?
 10:15:29 IF NOT, THEN I WOULD LIKE TO OPEN THIS ITEM UP FOR PUBLIC
 10:15:35 COMMENT.
 10:15:36 >>Carol Sacco: WE HAVE NO PUBLIC COMMENT AND WE HAVE NO
 10:15:38 E-COMMENTS.
 10:15:40 >>Mayor McLain: OKAY.
 10:15:42 NO PUBLIC COMMENTS.
 10:15:44 I WILL ENTERTAIN A MOTION TO MOVE FORWARD WITH THIS ITEM.
 10:15:48 >>Larry Fiesel: SO MOVED.
 10:15:51 >>Mayor McLain: COUNCILMAN FIESEL MADE THE NOMINATION AND
 10:15:54 SECONDED BY COUNCIL MEMBER LOPEZ.
 10:16:00 >>Carol Sacco: COUNCIL MEMBER ZALUCKI?

10:16:02 >>George Zalucki: AYE.
 10:16:03 >>Jim Ward: AYE.
 10:16:06 >>Rafael Lopez: AYE.
 10:16:08 >>Lori Fayhee: AYE.
 10:16:09 >>Larry Fiesel: AYE.
 10:16:11 >>Vice-Mayor Ribble: AYE.
 10:16:12 >>Mayor McLain: AYE.
 10:16:13 THE NEXT ITEM ON THE AGENDA IS RESOLUTION NUMBER 2023-08,
 10:16:22 RIVERCREEK PHASE 2 PLAT.
 10:16:24 MADAM CLERK, PLEASE READ THE RESOLUTION.
 10:16:27 >>Carol Sacco: RESOLUTION NUMBER 2023-08, A RESOLUTION OF
 10:16:32 THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA,
 10:16:34 APPROVING THE RE-PLAT OF TRACT F1 AND TRACT L6, RIVERCREEK,

 10:16:41 LOCATED ON CORKSCREW ROAD BETWEEN WILDCAT RUN AND PRESERVE
 10:16:44 AT CORKSCREW; MAKING RELATED FINDINGS; PROVIDING FOR
 10:16:48 SEVERABILITY AND FOR AN EFFECTIVE DATE.
 10:16:55 >>Mayor McLain: VILLAGE MANAGER, WOULD YOU LIKE TO INTRODUCE
 10:16:56 THIS ITEM?
 10:16:57 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
 10:17:00 THE APPROVAL OF THE PLAT PROCESS IS REALLY THE LAST STEP IN
 10:17:04 THE DEVELOPMENT PROCESS NECESSARY FOR DEVELOPERS TO PROCEED
 10:17:08 WITH THEIR PROJECTS.
 10:17:11 THE PLAT LEGALLY DEFINES THE PUBLIC AREAS OR THE ROADWAYS
 10:17:16 AND THE SEPARATE LOTS, OPEN SPACE, PRESERVES, LAKES, AND SO
 10:17:20 FORTH OF A DEVELOPMENT PROJECT.
 10:17:23 IN THIS CASE, THE RIVERCREEK PHASE TWO PLAT INVOLVES THE
 10:17:27 CORKSCREW CROSSINGS PROJECT ON THE NORTH SIDE OF CORKSCREW
 10:17:31 EAST OF I-75.
 10:17:34 THE PROCESS FOR A PLAT INVOLVES THE STAFF REVIEWING THE
 10:17:40 SPECIFIC OUTLINES OF THE PROJECT, MAKING SURE THAT THE
 10:17:45 ADJUSTMENTS IN THE LAND CONFORM TO WHAT WAS APPROVED BY THE
 10:17:50 VILLAGE COUNCIL IN YOUR REZONING WHICH OCCURRED A COUPLE OF
 10:17:54 YEARS AGO.
 10:17:55 THIS PROJECT IS UNDER CONSTRUCTION AND THE FORMAL PLAT HAS
 10:18:01 BEEN REVIEWED BY THE ATTORNEY AND FOUND TO BE ACCURATE AND
 10:18:06 CORRECT LEGALLY.
 10:18:07 SO IT COMES TO YOU WITH A RECOMMENDATION FOR APPROVAL.
 10:18:10 THESE ARE USUALLY PRETTY PERFUNCTORY IN NATURE AND THEY ARE

 10:18:18 REALLY MORE OF A STAFF-DRIVEN PROCESS, BUT WE'RE AVAILABLE,
 10:18:22 SHOULD YOU HAVE ANY QUESTIONS.
 10:18:24 >>Mayor McLain: COUNCIL HAVE ANY QUESTIONS AT ALL?
 10:18:26 I SEE NO QUESTIONS.
 10:18:32 DO WE HAVE ANY PUBLIC COMMENTS ON THIS?
 10:18:34 >>Carol Sacco: WE HAVE NO PUBLIC COMMENT AND NO E-COMMENTS.
 10:18:40 >>Mayor McLain: AT THIS POINT, WE WILL ENTERTAIN A MOTION
 10:18:42 REGARDING THIS.

10:18:42 >>Vice-Mayor Ribble: SO MOVED.
 10:18:43 >>Mayor McLain: COUNCIL PERSON RIBBLE MADE THE MOTION,
 10:18:47 SECONDED BY COUNCIL PERSON FIESEL.
 10:18:51 >>Carol Sacco: IT WAS VICE-MAYOR RIBBLE AND COUNCIL MEMBER
 10:18:54 FIESEL.
 10:18:54 I'LL CALL THE ROLL.
 10:18:57 VICE-MAYOR RIBBLE.
 10:19:00 >>Vice-Mayor Ribble: AYE.
 10:19:02 >>Larry Fiesel: AYE.
 10:19:04 >>Lori Fayhee: AYE.
 10:19:06 >>Rafael Lopez: AYE.
 10:19:07 >>Jim Ward: AYE.
 10:19:09 >>George Zalucki: AYE.
 10:19:12 >>Mayor McLain: AYE.
 10:19:13 WE'RE ROLLING ALONG PRETTY QUICK.
 10:19:19 WE'RE ON ITEM NUMBER 10.
 10:19:22 THIS IS WHERE WE TAKE COMMENTS FROM THE PUBLIC ON ANY ITEMS

 10:19:25 NOT ON THE AGENDA.
 10:19:26 >>Carol Sacco: WE HAVE NONE.
 10:19:28 NO, MAYOR, WE DO NOT.
 10:19:35 >>Mayor McLain: AT THIS POINT, WE WILL GO TO COUNCIL
 10:19:38 COMMUNICATIONS.
 10:19:42 SO WE WILL START WITH COUNCIL PERSON ZALUCKI, IF YOU'VE GOT
 10:19:49 ANY COMMENTS, FOR THE NEW MEMBERS, YOU CAN MAKE COMMENTS IF
 10:19:53 THEY ARE RELEVANT.
 10:19:55 IF YOU DON'T HAVE ANYTHING, IT'S OKAY TO SAY YOU DON'T HAVE
 10:19:58 ANYTHING.
 10:19:59 TODAY IS A QUICK AGENDA.
 10:20:00 SPEAK YOUR MIND.
 10:20:02 >>George Zalucki: THANK YOU, MR. MAYOR.
 10:20:03 I'LL MAKE IT RELATIVELY QUICK.
 10:20:05 I HAVE A FEW THANK-YOUS AS I ENTER THE SEAT.
 10:20:09 FIRST OF ALL, HOW THANKFUL AND HONORED I AM TO BE SITTING
 10:20:12 HERE WITH MY COLLEAGUES.
 10:20:13 I WANT TO THANK ALL OF THE FIRST-GENERATION COUNCIL PEOPLE
 10:20:16 FOR REALLY CREATING A SOLID FOUNDATION IN WHICH WE CAN BUILD
 10:20:21 UPON IN THE FUTURE.
 10:20:22 FORMER MAYORS ERRINGTON, RIBBLE, BOESCH, AND BATOS, THANK
 10:20:27 YOU VERY MUCH, AS WELL AS COUNCIL MEMBERS WILSON, LEVITAN
 10:20:31 AND BROWN.
 10:20:31 THESE COMMUNITY LEADERS HAVE DONE AN INCREDIBLE JOB OVER THE
 10:20:34 PAST EIGHT YEARS.

 10:20:35 I TRULY APPRECIATE YOUR DEDICATION AND SERVICE TO THE
 10:20:39 COMMUNITY.
 10:20:39 ALSO, I WOULD LIKE TO THANK MY WIFE AND FAMILY.
 10:20:43 THEY HAVE BEEN STEADFAST DURING THIS ENTIRE CAMPAIGN, SO I

10:20:46 APPRECIATE THAT.
 10:20:47 LASTLY, I WOULD LIKE TO THANK MY COLLEAGUES ON THE DAIS FOR
 10:20:52 YOUR COMMITMENT TO SERVING, AND I TRULY LOOK FORWARD TO
 10:20:55 SERVING WITH YOU AND KEEP ESTERO GREAT AND ALSO I WOULD JUST
 10:20:59 LIKE TO WISH EVERYBODY A HAPPY EASTER.
 10:21:03 >>Mayor McLain: COUNCIL MEMBER WARD.
 10:21:04 >>Jim Ward: WELL, FIRST OF ALL, CONGRATULATIONS TO OUR NEW
 10:21:08 COUNCIL MEMBERS, LORI, GEORGE, AND RAFAEL.
 10:21:11 CONGRATULATIONS TO JON FOR HIS SELECTION TO MAYOR AND TO THE
 10:21:17 VICE-MAYOR.
 10:21:18 CONGRATULATIONS.
 10:21:19 IT WAS INTERESTING, WHEN I JOINED THE COUNCIL, I LOOKED TO
 10:21:23 MY LEFT THERE WAS A JIM, TO MY RIGHT, THERE WAS A JIM.
 10:21:26 IT WAS PRETTY EASY.
 10:21:28 NOW THAT'S A LITTLE MORE DIFFICULT.
 10:21:30 SERIOUSLY, CONGRATULATIONS.
 10:21:30 WE LOOK FORWARD TO WORKING WITH YOU GUYS FOR THE NEXT FEW
 10:21:33 YEARS AND LOOK FORWARD TO GETTING A LOT OF THINGS DONE.
 10:21:37 ON A PERSONAL NOTE, I NEED TO ASK THE COUNCIL FOR THE
 10:21:42 OPPORTUNITY TO MISS THE MEETING ON APRIL 19th.
 10:21:45 I HAVE A MEDICAL PROCEDURE THAT I COULD ONLY SCHEDULE ON

 10:21:49 THAT DAY FOR WHATEVER REASON, THE EQUIPMENT THAT THEY NEED
 10:21:53 FOR THE PROCEDURE IS ONLY AVAILABLE ON APRIL 19th.
 10:21:56 I WILL NEED PERMISSION TO MISS THAT MEETING.
 10:22:00 IT'S THE FIRST MEETING I WILL MISS IN TWO YEARS, BUT I
 10:22:04 APPRECIATE THAT.
 10:22:06 >>Mayor McLain: MADAM CLERK, WE WILL NEED TO TAKE A VOTE ON
 10:22:10 THAT, IS THAT CORRECT?
 10:22:11 A ROLL CALL.
 10:22:12 MAYBE OUR ATTORNEY.
 10:22:16 >> NO, WITH UNANIMOUS CONSENT OF THE COUNCIL, YOU CAN DEEM
 10:22:21 HIM TO BE EXCUSED.
 10:22:25 >>Robert Eschenfelder: WITH THE UNANIMOUS CONSENT OF
 10:22:27 COUNCIL, YOU CAN DEEM HIM TO BE EXCUSED.
 10:22:31 UNLESS THERE ARE ANY OBJECTIONS, I WILL DEEM YOU EXCUSED.
 10:22:33 >>Mayor McLain: ANY OBJECTIONS TO THAT?
 10:22:35 IF NOT, YOU ARE GRANTED THAT ABSENCE ON APRIL 19.
 10:22:39 COUNCIL MEMBER RAFAEL.
 10:22:44 >>Rafael Lopez: I WANT TO ECHO WHAT COUNCILMAN ZALUCKI SAID.
 10:22:47 BASICALLY, I AM SO PROUD TO BE HERE.
 10:22:51 FROM THE BEGINNING OF THE ESTERO FOUNDATION, BASICALLY, AND
 10:22:56 I KEEP TELLING ALL THE FORMER COUNCIL MEMBERS THAT IF WE
 10:23:01 HERE IN THE NEXT FOUR YEARS CAN ONLY DO A FRACTION OF THE
 10:23:04 ORIGINAL SEVEN DID IN THE LAST EIGHT YEARS, I WILL BE
 10:23:06 CONTENT WITH THAT.
 10:23:08 BECAUSE WHAT THEY HAVE DONE IN THE VILLAGE OF ESTERO IS

10:23:10 INCREDIBLE.
 10:23:11 I, TOO, WANT TO THANK MY WIFE AND MY FAMILY.
 10:23:15 I ALWAYS SAY, I DON'T KNOW IF I'M JOKING, BUT I KIND OF
 10:23:20 THINK IT'S SERIOUS WHEN I SAY BEHIND EVERY MEDIOCRE MAN
 10:23:23 THERE IS A GREAT WOMAN.
 10:23:24 SO I SPEAK ABOUT MY WIFE THAT WAY.
 10:23:26 MY FAMILY, WITHOUT MY FAMILY, THIS IS A FAMILY EVENT,
 10:23:31 BASICALLY THE ELECTION.
 10:23:32 WITHOUT MY FAMILY'S SUPPORT, I COULDN'T BE HERE TODAY.
 10:23:35 I WANT TO THANK THE VOTERS OF ESTERO FOR VOTING FOR ME AND
 10:23:39 FOR PUTTING ME HERE, AND I WILL DO MY BEST AS I SWORE ON THE
 10:23:45 BIBLE THAT I WILL DO.
 10:23:47 I DO WANT TO SAY ONE THING GETTING BACK TO BUSINESS.
 10:23:51 THROUGH MY ELECTION AND THROUGH THE TIME THAT I WAS A
 10:23:56 COUNCILMAN-ELECT, I'VE BEEN RECEIVING NUMEROUS E-MAILS,
 10:24:00 PHONE CALLS FROM THE CONSTITUENTS JUST COMPLIMENTS,
 10:24:04 COMPLAINTS, JUST INFORMATION, HOW TO MAKE THINGS BETTER.
 10:24:10 BUT THERE'S ONE THAT STUCK OUT, ONE LADY, I WON'T MENTION
 10:24:13 HER NAME, BUT IT WAS A RESIDENT WHO COMPLAINED ABOUT THE
 10:24:17 PERMITTING IN THE VILLAGE, AND SHE WANTED TO KNOW WHY THE
 10:24:21 VILLAGE WAS TAKING SO LONG TO GET A PERMIT GOING.
 10:24:25 SO I FORWARDED TO CAROL AND SHERYL, AND I'M GOING TO READ
 10:24:31 REAL QUICK WHAT THIS RESIDENT SENT ME BACK AFTER THE
 10:24:34 EMPLOYEES FROM THE VILLAGE TOOK CARE OF IT.
 10:24:36 CAROL AND SHERYL FROM THE VILLAGE OFFICE CALLED ME TO GIVE

 10:24:41 AN UPDATE ON MY CASE.
 10:24:43 TURNS OUT MY CONTRACTOR WAS LATE SUBMITTING PAPER WORK AND
 10:24:46 THE VILLAGE WAS ABSOLUTELY NOT DRAGGING THEIR FEET.
 10:24:50 BUT I CAN SEE HOW EASILY THE VILLAGE CAN GET A BAD
 10:24:55 REPUTATION THEY DO NOT DESERVE.
 10:24:57 CAROL AND SHERYL COULD NOT HAVE BEEN MORE HELPFUL AND
 10:24:59 PATIENT IN EXPLAINING THE PROCEDURES TO ME.
 10:25:02 PLEASE PASS ALONG A GOOD WORD FOR THEM TO WHOEVER NEEDS TO
 10:25:06 HEAR IT.
 10:25:06 SHE DID ALSO SAY, IF YOU BRING IT UP AS A CONSTITUENT
 10:25:10 COMPLIMENT AT A COUNCIL MEETING, IT WOULD EVEN MAKE THE
 10:25:14 MINUTES.
 10:25:14 SO THAT'S WHAT I'M DOING.
 10:25:16 I WANT TO THANK CAROL AND SHERYL.
 10:25:20 THEY ARE DOING A GOOD JOB.
 10:25:21 I DO HEAR A LOT OF NOISE ABOUT PERMITTING AND STUFF, BUT I
 10:25:27 THINK IF RESIDENTS CALL THE VILLAGE AND THEY INVESTIGATE
 10:25:30 WHAT'S GOING ON, YOU'LL FIND OUT THAT THE MAJORITY OF THE
 10:25:34 TIMES, IF NOT ALL THE TIMES, IT'S NOT THE VILLAGE'S FAULT,
 10:25:38 BUT IT COULD BE SOME LACK OF COMMUNICATION SOMEWHERE IN THE
 10:25:42 PIPELINE.
 10:25:43 AGAIN, I THANK CAROL AND SHERYL FOR DOING A GOOD JOB.

10:25:47 I'M KNOWN FOR BEING LONG-WINDED, SO I'LL STOP NOW.
 10:25:50 >>Mayor McLain: THANK YOU.
 10:25:51 COUNCIL PERSON FAYHEE.

 10:25:54 >>Lori Fayhee: THANK YOU.
 10:25:56 I'M HONORED TO BE HERE AND JOIN THIS TEAM.
 10:26:00 I'M HOPING TO KEEP ESTERO THE GREAT PLACE THAT IT IS TO
 10:26:04 LIVE.
 10:26:05 AND I AM VERY BRIEF.
 10:26:10 I WANT TO THANK MY FAMILY AND FRIENDS AND SUPPORTERS AND FOR
 10:26:13 ALL OF YOU, PLEASE KNOW MY PHONE IS ALWAYS OPEN IF YOU HAVE
 10:26:18 QUESTIONS OR CONCERNS.
 10:26:19 THANK YOU.
 10:26:23 >>Mayor McLain: COUNCIL MEMBER FIESEL.
 10:26:27 >>Larry Fiesel: FIRST OF ALL, I WOULD LIKE TO ALSO
 10:26:29 CONGRATULATE JON AND JOANNE FOR BEING APPOINTED MAYOR AND
 10:26:33 VICE-MAYOR AND THE NEW COUNCIL MEMBERS THAT ARE WITH US
 10:26:37 TODAY.
 10:26:38 CONGRATULATIONS FOR BEING A PART OF OUR GROUP.
 10:26:41 I LOOK BACK TWO YEARS AGO NOW WHEN I FIRST SAT IN THIS SEAT
 10:26:46 AS A MEMBER OF THIS COUNCIL AND REALIZED AT THAT POINT THERE
 10:26:49 WERE A LOT OF THINGS I REALLY DIDN'T KNOW AND UNDERSTAND, SO
 10:26:53 I'VE COME FORWARD TWO YEARS AS I SIT IN THIS SEAT AS A
 10:26:57 MEMBER OF THIS COUNCIL AND REALIZE THERE ARE A LOT OF THINGS
 10:27:00 I DON'T KNOW AND DON'T UNDERSTAND.
 10:27:02 SO IT IS A LEARNING CURVE THAT CONTINUES ON A DAILY BASIS.
 10:27:06 I HOPE I'VE LEARNED SOME THINGS IN THE LAST TWO YEARS.
 10:27:11 PERMITTING HAS BEEN ON MY AGENDA BECAUSE I'M GETTING A LOT
 10:27:15 OF E-MAILS ALSO.

 10:27:16 SO I THINK THERE'S SOME PERMITTING THINGS THAT WE CAN DEAL
 10:27:20 WITH AS WE GO FORWARD.
 10:27:23 AND I HAVE APPRECIATED THE HELP FROM MARY AND SHERYL AND
 10:27:28 CAROL.
 10:27:30 I HAD A MEETING ON THE NORTH SIDE OF THE RIVER WITH ESTERO
 10:27:33 BAY VILLAGE AND THEIR FRUSTRATIONS WERE PARTIALLY WITH THE
 10:27:40 VILLAGE AND PARTIALLY WITH THE OWNER OF THE PROPERTY ON
 10:27:42 WHICH THEIR HOMES ARE LOCATED.
 10:27:43 WE MET HERE IN THE UPSTAIRS CONFERENCE ROOM, AND GOT
 10:27:46 EVERYTHING, I THINK, PRETTY WELL WORKED OUT.
 10:27:49 AS YOU'VE ALLUDED TO, RAFAEL, A LOT OF THE PROBLEMS IN
 10:27:53 PERMITTING IS NOT WITH OUR PEOPLE.
 10:27:55 IT'S THE PERMIT THAT COMES FORWARD THAT HAVEN'T BROUGHT
 10:27:59 FORTH ENOUGH INFORMATION, THE RIGHT INFORMATION, THE RIGHT
 10:28:03 INSURANCE, THE RIGHT LICENSE.
 10:28:06 THE VILLAGE, I THINK, RECEIVES CRITICISM THAT'S UNWARRANTED,
 10:28:12 BUT WE UNDERSTAND AND WE CAN DEAL WITH THAT.
 10:28:15 AGAIN, I WOULD LIKE TO WELCOME EVERYBODY HERE.

10:28:18 I'VE ENJOYED THE PREVIOUS COUNCIL WORKING WITH EVERYONE.
 10:28:21 WE GOT ALONG WELL AND LOOK FORWARD TO GOING FORWARD AND
 10:28:24 WORKING TOGETHER.
 10:28:26 I UNDERSTAND FROM OTHER COUNCILS AROUND THIS PART OF THE
 10:28:29 STATE THAT THEY DON'T ALWAYS GET ALONG WITH EACH OTHER.
 10:28:31 WE'VE BEEN FORTUNATE SO FAR THAT THAT HASN'T BEEN THE CASE
 10:28:34 WITH OUR COUNCIL.

10:28:36 WELCOME.
 10:28:38 >>Mayor McLain: THANK YOU.
 10:28:39 VICE-MAYOR RIBBLE.
 10:28:41 >>Vice-Mayor Ribble: WELL, LET ME ADD MY CONGRATULATIONS
 10:28:43 AGAIN TO YOU, JON, AND WELCOME ABOARD TO ALL OUR NEW COUNCIL
 10:28:49 PEOPLE.
 10:28:49 AND I LOOK FORWARD TO WORKING WITH YOU.
 10:28:53 AS LARRY SAID, WE'VE WORKED WELL TOGETHER, AND I EXPECT THAT
 10:28:57 WE WILL WORK AS WELL, IF NOT BETTER TOGETHER AND MAKE THE
 10:29:00 VILLAGE EVEN BETTER IN THE NEXT FEW YEARS.
 10:29:03 AGAIN, FROM THE BOTTOM OF MY HEART, THANK YOU FOR YOUR VOTE
 10:29:06 OF CONFIDENCE IN ME AND I WILL WORK HARD TO LIVE UP TO ALL
 10:29:12 OF YOUR EXPECTATIONS.
 10:29:13 THANK YOU AGAIN.
 10:29:15 >>Mayor McLain: WELL, I'VE GOT A FEW COMMENTS, I GUESS.
 10:29:18 FIRST OFF, I WANT TO THANK MY FELLOW COUNCIL MEMBERS FOR THE
 10:29:21 HONOR TO SERVE AS YOUR MAYOR.
 10:29:24 AND I LOOK FORWARD TO WORKING WITH YOU.
 10:29:27 I THINK LARRY INDICATED, THE LEARNING CURVE IS PRETTY STEEP.
 10:29:32 WE'RE HERE TO SUPPORT.
 10:29:33 AS YOU KNOW, WE HAVE SUNSHINE LAWS, SO IT'S DIFFICULT TO PUT
 10:29:36 OUR ARM AROUND YOU FROM THESE MEETINGS, BUT I BELIEVE WE CAN
 10:29:39 HAVE ACTIVE DEBATE AND DISCUSSIONS HERE, AND I REALLY
 10:29:42 ENCOURAGE THAT SO THAT WE DEVELOP THE BEST UNDERSTANDING WE
 10:29:47 CAN TO MAKE SURE THAT WHAT WE DO IN MOVING FORWARD IN THE

10:29:51 VILLAGE IS THE RIGHT THING FOR EACH OF OUR DISTRICTS AND FOR
 10:29:55 ALL OF THE VILLAGE OF ESTERO AND TAKE INTO CONSIDERATION THE
 10:29:58 IMPACTS TO LEE COUNTY.
 10:29:59 SO I REALLY LOOK FORWARD TO WORKING WITH EACH OF YOU ON MANY
 10:30:06 OF THE NEAT OBJECTIVES THAT WE'VE GOT GOING FORWARD HERE IN
 10:30:09 THE VILLAGE.
 10:30:10 MOST OF YOU, STEVE, I KNOW, HAS BRIEFED ALL OF YOU ON ALL
 10:30:14 THE ACTIVITY.
 10:30:16 I THINK OUR OBJECTIVE IS TO SAY THESE ARE GREAT
 10:30:20 OPPORTUNITIES.
 10:30:21 HOW DO WE TOGETHER GET THESE THINGS MOVING FORWARD AS
 10:30:23 OPPOSED TO DISCUSSING THEM?
 10:30:26 THINK WE'RE ALL ACTION ORIENTED AND WE'LL DO IT IN THE RIGHT
 10:30:30 WAY.

10:30:30 I LOOK FORWARD TO THE NEXT TWO YEARS WORKING WITH EACH OF
 10:30:33 YOU AND SEEING SOME GREAT RESULTS TO CARRY ON FROM WHERE OUR
 10:30:36 ORIGINAL COUNCIL MEMBERS AND MAYORS HAD SET A PRECEDENT
 10:30:42 BEFORE.
 10:30:42 SO WE WANT TO MAKE SURE THIS COUNCIL DELIVERS ON THE GOODS
 10:30:47 HERE ALSO.
 10:30:48 THANK YOU MUCH AND LOOK FORWARD TO WORKING WITH YOU.
 10:30:51 I ALSO WANT TO THANK MY FIANCÉE, DIANE QUEEN.
 10:30:57 SHE BROUGHT HER GRANDSONS AND SON HERE FOR THE SWEARING IN,
 10:31:03 AND I DIDN'T SEE THE BOYS FALL ASLEEP.
 10:31:05 THEY SEEMED TO BE INTERESTED IN CIVIC ACTIVITY.

10:31:08 I THINK THAT'S REALLY IMPORTANT FOR THE FUTURE OF OUR CITY
 10:31:13 AND FOR OUR COUNTRY TO GET YOUNG PEOPLE INVOLVED AND
 10:31:18 UNDERSTAND WHAT REALLY GOES ON HERE.
 10:31:19 SOMETIMES IT'S BORING, BUT A LOT OF TIMES THERE ARE SOME
 10:31:22 THINGS THAT THEY CAN PICK UP AND THEY CAN BE FUTURE LEADERS
 10:31:25 FOR US.
 10:31:26 SO THANK YOU, DIANE, FOR DOING THAT.
 10:31:28 ALSO, I THINK SOME OF YOU MAY HAVE SEEN EARLIER, CAPTAIN
 10:31:33 BLAKE LEE AND HIS LIEUTENANT.
 10:31:36 I FORGET HER NAME.
 10:31:39 THEY WERE HERE TO WELCOME US ALL AND OFFER THEIR ASSISTANCE
 10:31:44 ON ANYTHING THAT ANY OF US, ANY COUNCIL MEMBERS MAY HAVE,
 10:31:47 RIDE-ALONGS OR WHATEVER.
 10:31:49 THEY HAVE BEEN VERY RESPONSIVE TO COMMENTS THAT I MADE A
 10:31:54 COUPLE OF MONTHS BACK REGARDING SPEEDING IN ESTERO, ALONG
 10:31:59 ESTERO PARKWAY AND CORKSCREW AND OBVIOUSLY YOU'VE READ IN
 10:32:02 THE PAPER ABOUT ALICO.
 10:32:04 I CAN TELL YOU THE SHERIFF HAS DONE A GREAT JOB OF HAVING A
 10:32:09 POLICE PRESENCE.
 10:32:11 IT SLOWS PEOPLE DOWN.
 10:32:13 I'VE SEEN THEM GIVING OUT TICKETS.
 10:32:15 UNFORTUNATELY, AS SOON AS THEY LEAVE, IT SEEMS LIKE FOLKS
 10:32:19 SEEM TO STEP ON THE GAS PEDAL AGAIN.
 10:32:21 BUT THEY ARE GOING TO CONTINUE IN THEIR EFFORTS.
 10:32:22 THEY ARE GOING TO QUELL SOME OF THE SPEEDING AND DRAG

10:32:30 RACING.
 10:32:31 I'M NOT SURE IF IT IS DRAG RACING, BUT THE RACING THAT GOES
 10:32:34 ON ON ALICO AND I THINK EVEN ESTERO PARKWAY.
 10:32:37 THEIR EFFORTS ARE APPLAUDED AND I THINK IT WAS GREAT THAT
 10:32:40 THEY WOULD SHOW UP AT OUR MEETING HERE.
 10:32:42 THEY ARE OBVIOUSLY BUSY SO THEY HAD TO LEAVE A LITTLE BIT
 10:32:45 EARLY.
 10:32:46 BEFORE I GET INTO SOME OTHER BUSINESS, I WOULD LIKE TO ALSO
 10:32:51 WISH EVERYBODY A HAPPY EASTER THAT'S COMING UP HERE VERY
 10:32:54 MUCH.

10:32:55 IT'S AN IMPORTANT HOLIDAY FOR EVERYBODY.
 10:32:57 I DID WANT TO TALK JUST A LITTLE BIT ABOUT A HUGE EFFORT
 10:33:02 THAT INVOLVES THE VILLAGE BUT ALL OF LEE COUNTY.
 10:33:05 IT IS CALLED LEE RESILIENCY GROUP.
 10:33:09 I THINK A LOT OF YOU PROBABLY READ ABOUT IT IN THE PAPERS.
 10:33:11 I KNOW THE COUNCIL MEMBERS AND STAFF HERE IN THE VILLAGE ARE
 10:33:14 INVOLVED IN A VARIETY OF GROUPS IN HERE.
 10:33:21 THERE ARE REGULAR MEETINGS, SOME EVERY OTHER WEEK, SOME
 10:33:24 MONTHLY.
 10:33:24 THIS IS A \$1.1 BILLION OPPORTUNITY FOR LEE COUNTY TO BUILD
 10:33:33 UP ITS INFRASTRUCTURE.
 10:33:36 SO THE TASK OF THE VILLAGE HERE IS TO OPEN OUR EYES UP TO
 10:33:41 WHAT WE NEED HERE WITHIN THE VILLAGE TO ENSURE THAT WE GET
 10:33:46 APPROPRIATE AMOUNT OF FUNDS TO IMPROVE WHAT WE HAVE HERE IN
 10:33:50 ESTERO AND OUTSIDE OF OUR BOUNDARIES ALSO.

10:33:52 THOSE KIND OF THINGS INVOLVE OBVIOUSLY SEPTIC TO SEWER COULD
 10:33:56 BE PART OF THAT.
 10:33:57 COULD IT BE THE PURCHASE OF THE RAILROAD SO WE CAN IMPROVE
 10:34:01 STORMWATER MANAGEMENT AND PROVIDE OPPORTUNITIES FOR
 10:34:04 RECREATION FOR FOLKS.
 10:34:06 SO THERE'S A WHOLE LIST OF ITEMS AND THERE'S A LOT OF
 10:34:10 DETAILS AND REGULATIONS.
 10:34:11 SO IT'S NOT A MATTER OF YOU POP UP AN IDEA AND GET THE
 10:34:14 FUNDING.
 10:34:14 THERE IS A REAL PROCESS INVOLVED AND WE'VE HIRED EXPERTS TO
 10:34:18 HELP US AND HELP GUIDE US TO MAKE SURE WE GET THE RIGHT
 10:34:22 THINGS IN.
 10:34:22 BUT I ASK COUNCIL MEMBERS TO CHECK WITH YOUR CONSTITUENTS
 10:34:26 AND THOSE FOLKS HERE AND THOSE THAT ARE LISTENING IS THAT IF
 10:34:30 YOU GOT ANY IDEAS HOW WE CAN IMPROVE RECREATION, AFFORDABLE
 10:34:34 HOUSING, WHATEVER YOU COME UP WITH, WE WELCOME IDEAS.
 10:34:41 IT DOESN'T MEAN WE'RE GOING TO PUT THEM ALL FORWARD, BUT WE
 10:34:44 WILL DEFINITELY TAKE THEM INTO CONSIDERATION.
 10:34:47 SO THIS IS AN EXTREMELY IMPORTANT ITEM FOR US BECAUSE WE'RE
 10:34:53 HURRICANE-PRONE.
 10:34:54 PART OF IT IS TO BUILD UP THE STRUCTURE SO THEY CAN HANDLE
 10:34:57 THAT BETTER.
 10:34:58 BUT IN ADDITION TO THAT, I THINK THERE ARE REAL
 10:35:00 OPPORTUNITIES TO IMPROVE PROJECTS THAT WILL IMPROVE THE
 10:35:03 QUALITY OF LIFE FOR ALL FOLKS IN ESTERO AND LEE COUNTY.

10:35:07 WE'LL PUT OUR HATS ON AND WE'LL WORK HARD TO MAKE SURE WE
 10:35:11 GET OUR FAIR SHARE ON THAT THING.
 10:35:13 THAT CONCLUDES MY COMMENTS, AND I THINK EVERYBODY ELSE'S,
 10:35:20 EXCEPT FOR WE WILL GO TO THE VILLAGE ATTORNEY FOR ANY
 10:35:24 COMMENTS.
 10:35:24 >>Robert Eschenfelder: NOTHING, EXCEPT CONGRATULATIONS AGAIN

10:35:27 TO YOU ALL.
 10:35:28 I LOOK FORWARD TO HELPING YOU ALL INDIVIDUALLY AND
 10:35:30 COLLECTIVELY AS YOU MOVE FORWARD TO GOVERN THE VILLAGE.
 10:35:33 >>Mayor McLain: THANK YOU.
 10:35:34 AND OUR VILLAGE MANAGER.
 10:35:34 I DON'T KNOW IF I DID THAT IN THE WRONG ORDER.
 10:35:38 >>Steven Sarkozy: YOU GOT IT.
 10:35:39 THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
 10:35:42 ON BEHALF OF ALL STAFF, CONGRATULATIONS TO THE INCOMING
 10:35:46 COUNCIL MEMBERS.
 10:35:48 CONGRATULATIONS TO THE NEW COUNCIL AS A WHOLE FOR YOUR
 10:35:52 SELECTION OF NEW LEADERSHIP.
 10:35:55 IN PARTICULAR, A RECOGNITION AND APPRECIATION TO THIS
 10:36:02 COMMUNITY WHICH ONCE AGAIN HAS SHOWN ITSELF ON A REGIONAL
 10:36:06 BASIS OF BEING A VERY DIGNIFIED AND PROFESSIONAL AND JUST
 10:36:15 VERY MUCH COMMUNITY MINDED AS YOU'VE GONE THROUGH AN ENTIRE
 10:36:20 ELECTION, AND NOW YOU'VE GONE THROUGH AN ENTIRE CHANGE OF
 10:36:24 LEADERSHIP IN A WAY THAT COMPLIMENTS THE CHARACTER OF THIS
 10:36:30 COMMUNITY.

 10:36:30 SO IT REALLY SPEAKS WELL FOR ESTERO.
 10:36:35 ON BEHALF OF THE STAFF IN PARTICULAR, WE REALLY TREASURE AND
 10:36:39 WELCOME SERVING YOU AND THIS COMMUNITY LARGELY BECAUSE OF
 10:36:43 THAT BEHAVIOR.
 10:36:45 IT SERVES US ALL WELL.
 10:36:46 THANK YOU.
 10:36:47 >>Mayor McLain: THANK YOU.
 10:36:48 SO AT THIS POINT, I AM LOOKING FOR A MOTION TO ADJOURN THE
 10:36:54 MEETING AND GO INTO --
 10:36:57 >>Carol Sacco: ADJOURN THE REGULAR SESSION AND WE'LL CONVENE
 10:36:59 TO THE WORKSHOP ITEMS.
 10:37:03 >>Mayor McLain: ADJOURN THIS AND THEN GO TO THE WORKSHOP.
 10:37:06 >>Carol Sacco: YES.
 10:37:06 >>Mayor McLain: COUNCILMAN FIESEL MADE THE MOTION AND WE'RE
 10:37:09 LOOKING FOR A SECOND BY COUNCILWOMAN FAYHEE.
 10:37:14 AT THIS POINT, WE'VE GOT --
 10:37:23 >>Carol Sacco: IT'S 10:37.
 10:37:28 >>Steven Sarkozy: MAYOR, IF WE MAY, BECAUSE WE HAVE PEOPLE
 10:37:30 WHO ARE REMOTE THAT ARE GOING TO BE CHECKING IN ON THIS,
 10:37:33 ITEM A IS TENTATIVELY SCHEDULED FOR ABOUT 11:00.
 10:37:38 AND B, ABOUT 11:30.
 10:37:41 SO IF WE COULD GO TO ITEM 11C FIRST AND THEN C, A, AND B,
 10:37:49 THAT KIND OF ADDRESSES THE SCHEDULE AND AVAILABILITY OF OUR
 10:37:53 OUTSIDE SPEAKERS.
 10:37:53 >>Mayor McLain: ANYBODY HAVE ANY OBJECTION TO MOVING UP C

 10:37:56 AND WE'LL GO BACK TO A AND B AT THE APPROPRIATE TIME?
 10:37:59 YOU'RE ON, DAVID.

10:38:03 >>David Willems: GOOD MORNING, AGAIN.
 10:38:04 WHAT I WANTED TO DO HERE IS GO OVER WHAT'S GOING ON WITH
 10:38:08 I-75.
 10:38:10 WE HAVE THE LANDSCAPE PROJECT THAT HAS JUST STARTED.
 10:38:13 IF YOU'VE DRIVEN THROUGH THERE, THEY ARE DOING THE
 10:38:16 IRRIGATION RIGHT NOW.
 10:38:17 RECENTLY, THE FLORIDA DEPARTMENT OF TRANSPORTATION HAD A
 10:38:19 SERIES OF PUBLIC MEETINGS THAT DESCRIBED WHAT THEY ARE
 10:38:23 LOOKING TO DO WITH I-75 CORRIDOR THROUGH SOUTHWEST FLORIDA.
 10:38:28 I'LL GO THROUGH THE PLANS AND THE SCHEDULE FOR THAT PROJECT
 10:38:35 THAT'S ALREADY STARTED CONSTRUCTION.
 10:38:36 AND THEN FOR THE CONNECT, I'LL GO OVER SOME OF THE
 10:38:39 INFORMATION THAT THE DEPARTMENT PRESENTED AT THEIR MEETINGS,
 10:38:43 WHICH WAS THE EXISTING CONDITIONS, WHAT THEY SEE FORECAST
 10:38:46 FOR TRAFFIC ON I-75.
 10:38:48 TENTATIVELY, WHAT THEY ARE LOOKING AT FOR DIFFERENT
 10:38:51 IMPROVEMENTS BOTH ALONG THE CORRIDOR ITSELF AND THEN ALONG
 10:38:54 THE INTERCHANGE, I'M GOING TO FOCUS ON CORKSCREW ROAD FOR
 10:38:58 US, BUT THEY ALSO LOOKED AT ALL THE OTHER INTERCHANGES
 10:39:01 WITHIN SOUTHWEST FLORIDA AND THEN NEXT STEPS.
 10:39:04 THAT'S GOING TO BE A VERY LONG PROCESS.
 10:39:06 THEY ARE REALLY AT JUST THE FIRST STEP, BUT IT'S AN
 10:39:09 IMPORTANT STEP JUST SO COUNCIL AND THE PUBLIC UNDERSTANDS

 10:39:12 THE DIRECTION THAT THEY ARE LOOKING AT GOING.
 10:39:15 THIS IS JUST TO START THE DISCUSSION ON THE DESIGN OF THE
 10:39:21 INTERCHANGE.
 10:39:23 COUNCIL, THIS HAS BEEN PRESENTED TO COUNCIL BEFORE.
 10:39:25 SINCE WE HAVE NEW COUNCIL MEMBERS, THOUGHT IT WAS IMPORTANT
 10:39:28 TO BRING THAT FORWARD AGAIN.
 10:39:30 THERE'S GOING TO BE A COMBINATION OF TREES AND SHRUBS AND
 10:39:33 GROUND COVER AND GRASS AT THE INTERCHANGE.
 10:39:35 IT'S GENERALLY GOING TO BE ALONG THE SLOPES OF THE
 10:39:39 EMBANKMENT AND THEN IN SOME AREAS WHERE THEY COULD FIT IT,
 10:39:43 ADDITIONAL LANDSCAPING ALONG CORKSCREW ROAD.
 10:39:46 THEY ARE A LITTLE BIT LIMITED BECAUSE OF THE UTILITIES
 10:39:48 THROUGH THAT CORRIDOR, WHAT THEY COULD DO, BUT THEY TRIED TO
 10:39:53 FIT IN AS MUCH AS THEY COULD.
 10:39:55 I WAS GOING TO FOCUS HERE ON THE TREES BECAUSE THAT'S REALLY
 10:39:57 WHAT I THINK PEOPLE ARE GOING TO NOTICE THE MOST.
 10:40:00 AND THESE ARE THE MAIN TREES THAT ARE GOING TO BE ALONG THE
 10:40:04 ROAD.
 10:40:05 YOU'LL NOTICE HERE THAT THE ROYAL POINCIANA, I THOUGHT IT
 10:40:08 WAS IMPORTANT TO SHOW BOTH WHILE IT'S IN BLOOM AND NOT IN
 10:40:13 BLOOM.
 10:40:13 OBVIOUSLY, IT LOOKS LIKE A TOTALLY DIFFERENT TREE. A LOT OF
 10:40:17 TIMES, PEOPLE JUST SHOW IT AS THE ORANGE.
 10:40:20 THROUGH MOST OF THE YEAR IT IS GREEN.

10:40:21 IT IS A LARGE, FAST-GROWING TREE.

10:40:23 THAT'S WHY THEY SELECTED IT.

10:40:26 THESE WILL BE INTERSPERSED ALONG THE SIDES OF THE

10:40:29 INTERSTATE.

10:40:30 THEY CHOSE THIS FOR THE COLOR.

10:40:33 THE PURPOSE WAS THE COLOR.

10:40:34 THE ONE ON THE BOTTOM, IT BLOOMS BUT NOT AS LARGE.

10:40:39 THESE ARE MORE SMALLER-SCALE TREES THAT ARE INTERSPERSED

10:40:42 BETWEEN THE LARGER TREES.

10:40:44 AND THEN AS INFILL, THERE'S GREEN BUTTONWOOD WHICH WE HAVE

10:40:49 ALONG I-75.

10:40:50 THEY ARE THE LARGE TREES THAT ARE WITHIN THE MEDIAN.

10:40:53 THE PINES, THEY USE THE PINES PARTLY BECAUSE IF YOU LOOK,

10:40:58 WHEN COMING SOUTHBOUND AND LOOK TO THE LEFT, THERE ARE

10:41:01 ALREADY PINES THERE.

10:41:02 IT KIND OF WORKS IN WITH THAT.

10:41:04 AND THEN THERE ARE GOING TO BE A LOT OF PALM TREES.

10:41:08 ONE OF THE VISIONS THAT THE LANDSCAPE ARCHITECT HAD, WHEN

10:41:11 YOU'RE COMING NORTH AND SOUTH ALONG I-75, THEY WANTED TO

10:41:15 CREATE LIKE A GATEWAY FEEL AS YOU'RE COMING DOWN OR UP THE

10:41:22 INTERSTATE.

10:41:22 AS YOU'RE APPROACHING BOTH OF THE RAMPS, THERE WILL BE LIKE

10:41:24 8 OR 9 LARGE ROYAL PALMS THAT WILL KIND OF BOOKEND THE

10:41:29 INTERSTATE TO KIND OF SEPARATE WHAT ESTERO LOOKS LIKE FROM

10:41:32 OTHER AREAS.

10:41:33 IF YOU GO TO A LOT OF THE OTHER INTERCHANGES JUST NORTH OF

10:41:37 US AND SOUTH OF US, YOU'LL NOTICE THERE IS A VERY LARGE

10:41:41 NUMBER OF PALM TREES.

10:41:43 OUR INTERCHANGE WILL HAVE PALM TREES, BUT IT'S GOING TO BE A

10:41:46 LOT MORE TREES AS WELL, SPECIFICALLY THE POINCIANA THAT HAS

10:41:50 A LOT OF COLOR.

10:41:52 IT WILL SEPARATE IT FROM WHAT YOU SEE UP AT ALICO AND EVEN

10:41:55 DOWN AT BONITA WHERE IT IS ALMOST ALL PALM TREES.

10:41:58 THIS IS JUST A PERSPECTIVE.

10:42:00 THIS IS ACTUALLY CLOSER TO CORKSCREW ROAD.

10:42:05 YOU'LL SEE ON THE RIGHT-HAND SIDE YOU HAVE THE FLOWERING

10:42:09 INTERSPERSED.

10:42:10 THERE ARE SOME PALM TREES, AND THEN WE HAVE GROUND COVER.

10:42:13 IT'S NOT GOING TO JUST BE GRASS EVERYWHERE.

10:42:16 THERE WILL BE SHRUBS AND DIFFERENT GROUND COVER TO MAKE IT

10:42:19 LOOK A LITTLE MORE INTERESTING THAN JUST SOD ALONG THE SIDES

10:42:22 OF THE ROAD.

10:42:23 THIS IS WHAT I WAS TALKING ABOUT, THE BOOKENDS AS YOU'RE

10:42:27 APPROACHING THE RAMPS.

10:42:28 THERE WILL BE A CLUSTER OF VERY LARGE ROYAL PALMS, AND THEY

10:42:31 WILL BE FAIRLY LARGE WHEN THEY ARE INSTALLED, BUT AS THEY

10:42:34 GROW TALLER, THEY'LL HAVE A BIGGER IMPACT AS APPROACHING
 10:42:38 ESTERO.
 10:42:38 THIS WILL BE KIND OF WHERE PEOPLE SEE THAT THEY ARE COMING
 10:42:41 INTO ESTERO, THESE LARGE PALM TREES.
 10:42:44 AND THEN AS YOU'RE ON CORKSCREW ROAD, THIS IS THE EASTBOUND,

 10:42:50 EASTBOUND ON CORKSCREW, IF YOU LOOK TO THE RIGHT, THIS IS A
 10:42:53 RENDERING OF WHAT IT WOULD LOOK LIKE.
 10:42:56 THIS WAS DONE SOMEWHAT EARLY ON IN THE PROCESS.
 10:43:00 A FEW OF THE UNDERSTORY PLANTINGS HAVE CHANGED A LITTLE BIT,
 10:43:02 BUT THIS IS GENERALLY WHAT IT WOULD LOOK LIKE.
 10:43:05 THE PLANTING BEDS ARE MEANDERING WITH DIFFERENT SHRUBS AND
 10:43:09 GROUND COVERS AND LARGE TREES INTERSPERSED THROUGHOUT.
 10:43:12 THERE WAS ONE AREA KIND OF A WAY FROM THE INTERCHANGE THAT
 10:43:15 THEY HAD ENOUGH SPACE WITHOUT A LOT OF UNDERGROUND UTILITIES
 10:43:20 THAT THEY COULD DO SOME PLANTINGS.
 10:43:22 AND THIS IS RIGHT ACROSS, RIGHT IN FRONT OF THE MIROMAR
 10:43:25 OUTLETS, AS YOU'RE HEADING -- YOU KNOW, IF YOU'RE HEADING
 10:43:28 WEST ON CORKSCREW ROAD AND COMING ONTO THE INTERCHANGE, THAT
 10:43:31 LITTLE MEDIAN, THAT ISLAND THERE, THEY ARE ABLE TO DO A
 10:43:35 LITTLE BIT MORE, SO IT WILL HAVE GRASS AROUND THE EDGE AND
 10:43:39 THEN SOME LARGER PALM TREES.
 10:43:41 IT'S NOT GOING TO BE ROYAL PALMS, BUT THERE WILL BE PALM
 10:43:44 TREES THERE.
 10:43:46 THEY DIDN'T WANT TO DO THE ROYALS BECAUSE YOU STILL NEED TO
 10:43:49 BE ABLE TO SEE REALLY WELL THROUGH HERE BECAUSE YOU'RE
 10:43:52 TRYING TO MERGE ONTO THE INTERSTATE.
 10:43:54 SO THIS IS -- IT WAS BROUGHT TO MY ATTENTION THAT I PROBABLY
 10:43:58 SHOULD HAVE PUT THE YEAR IN HERE TO MAKE IT A LITTLE CLEARER
 10:44:01 WHEN THIS IS GOING TO HAPPEN.
 10:44:02 BUT IT'S FEBRUARY -- IT HAPPENED IN THE PAST, IT WAS

 10:44:06 FEBRUARY OF THIS YEAR IS WHEN THEY TECHNICALLY STARTED
 10:44:10 CONSTRUCTION.
 10:44:10 IT WAS THE 20th WHEN THE FLORIDA DEPARTMENT OF
 10:44:13 TRANSPORTATION GAVE THEM THE GO-AHEAD.
 10:44:16 AND THEN THEY ARE TO BE COMPLETED BY THE END OF JUNE.
 10:44:21 SO THEY SHOULD BE DONE WITH ALL OF THE IRRIGATION, ALL OF
 10:44:23 THE LANDSCAPING, EVERYTHING IS SCHEDULED TO BE DONE IN JUNE.
 10:44:27 AFTER COMPLETION OF THAT, IN THE CONTRACT WITH THE
 10:44:32 DEPARTMENT, THE CONTRACTOR IS GOING TO MAINTAIN IT FOR TWO
 10:44:34 YEARS.
 10:44:36 AFTER THOSE TWO YEARS, IT WILL BE ON THE VILLAGE TO MAINTAIN
 10:44:40 THAT, AND THE VILLAGE WILL THEN INCUR THE COST FOR THE
 10:44:44 MAINTENANCE.
 10:44:44 THE REASON WE'RE DOING THAT AND A LOT OF THE OTHER
 10:44:47 INTERCHANGES, THE STATE IS ACTUALLY STILL MAINTAINING IT,
 10:44:51 BUT THERE ARE CERTAIN THINGS THAT ARE HAPPENING AT THIS

10:44:54 INTERCHANGE THAT THE STATE WOULD NOT DO IF THEY WERE
 10:44:57 MAINTAINING IT.
 10:44:58 A COUPLE OF EXAMPLES, THE TREES THAT WE'RE TALKING ABOUT,
 10:45:02 THEY PROBABLY WOULDN'T PUT THOSE ON A TYPICAL INTERCHANGE.
 10:45:05 WE ASKED THEM TO DO THAT.
 10:45:06 ALONG THE SIDEWALKS, THE VILLAGE DID NOT WANT TO JUST HAVE
 10:45:11 THE BAHIA GRASS THAT GOES DEAD AND DORMANT IN THE DRY
 10:45:15 SEASON.
 10:45:15 WE ASKED THEM TO IRRIGATE ALL OF THAT SO IT WOULD BE

 10:45:18 IRRIGATED.
 10:45:19 IT SHOULD BE GREEN YEAR-ROUND.
 10:45:21 WHEN YOU'RE GOING UNDERNEATH THE OVERPASS, YOU HAVE THOSE
 10:45:25 SLOPES BETWEEN THE BRIDGES.
 10:45:27 THEY JUST WANTED TO SOD THAT WHOLE SLOPE, AND WE WERE ABLE
 10:45:31 TO GET THEM -- IT WILL BE LIKE A FAKAHATCHEE GRASS AND A
 10:45:35 GROUND COVER THERE SO IT LOOKS NICE ALL THE WAY UP THE SLOPE
 10:45:38 THERE.
 10:45:39 THAT'S KIND OF A TRADE-OFF.
 10:45:41 WE MAINTAIN IT BY GETTING THEM TO DO SOMETHING A LITTLE BIT
 10:45:44 NICER THAN WHAT THEY WOULD DO AT OTHER INTERCHANGES.
 10:45:48 WHEN THEIR DESIGN CONSULTANT PRESENTED TO COUNCIL, I THINK
 10:45:51 IT WAS PROBABLY A YEAR AGO, THEY ACTUALLY SAID THEY EXPECT
 10:45:55 THIS TO BE THE NICEST LOOKING INTERCHANGE IN DISTRICT ONE,
 10:45:58 WHICH IS THE AREA THAT WE'RE IN.
 10:46:00 ANY QUESTIONS ABOUT THE LANDSCAPING PORTION OF IT?
 10:46:07 >>Vice-Mayor Ribble: DAVID, DO WE HAVE TO BE MINDFUL OF THE
 10:46:09 IRRIGATION WATER AS TO RUST SO WE DON'T HAVE THOSE RUST
 10:46:13 ISSUES?
 10:46:13 >>David Willems: SO THAT WAS ONE OF THE DISCUSSIONS THAT
 10:46:18 KIND OF DIDN'T GET WHERE WE WANTED TO BE.
 10:46:20 THEY WOULD NOT CONSIDER USING RECLAIMED WATER FOR
 10:46:25 IRRIGATION.
 10:46:26 THE DEPARTMENT HAS THEIR REASONS WHY THEY DO THINGS.
 10:46:29 IT IS ON WELL WATER.

 10:46:31 SO WE'LL HAVE TO PAY ATTENTION TO THAT BECAUSE IT'S NOT --
 10:46:38 NOT ALL WELLS HAVE IRON IN IT.
 10:46:40 IT'S KIND OF INTERSPERSED SO THIS ONE COULD BE OKAY, BUT WE
 10:46:44 HAVE DISCUSSIONS THAT MAYBE AT SOME POINT THERE WOULD NEED
 10:46:46 TO BE A FILTER ON IT OR, I MEAN, IF THE VILLAGE POSSIBLY WE
 10:46:51 MIGHT BE ABLE TO DO IT ON OUR OWN WHERE AFTER THE TWO-YEAR
 10:46:55 MAINTENANCE WE ABANDON THE WELL AND PUT IT ON RECLAIMED
 10:46:59 WATER, BECAUSE THERE IS A RECLAIMED WATER MAIN IN CLOSE
 10:47:02 PROXIMITY TO THE PROJECT.
 10:47:02 >>Vice-Mayor Ribble: THAT WOULD BE GOOD, YEAH.
 10:47:04 >>David Willems: AND ALSO, THE MAJORITY OF THIS LANDSCAPING,
 10:47:08 EVEN IF THERE WAS SOME IRON, YOU WOULDN'T GET THE STAINING

10:47:11 OF THE SIDEWALK EXCEPT FOR RIGHT NEXT TO THE SIDEWALK.
 10:47:14 SO MOST OF IT IS AWAY FROM WHERE YOU WOULD NOTICE IT AS MUCH
 10:47:18 AS WE DID ON ESTERO PARKWAY.
 10:47:20 >>Vice-Mayor Ribble: OKAY.
 10:47:21 THANK YOU.
 10:47:23 >>Mayor McLain: STEVE, YOU HAD A COMMENT.
 10:47:24 >>Steven Sarkozy: YES, JUST BY WAY OF BACKGROUND, THIS
 10:47:28 PROJECT WAS ONE, AND THE WHOLE INTERCHANGE WAS ONE OF THE
 10:47:32 TOP PROJECTS WHEN THE VILLAGE INCORPORATED.
 10:47:34 YOU MAY RECALL THAT THIS WAS THE MAJOR STUMBLING BLOCK IN
 10:47:39 OUR ROADS MASTER PLAN.
 10:47:45 BACK IN 2017, THE COUNCIL OFFICIALLY PETITIONED THE
 10:47:50 DEPARTMENT OF TRANSPORTATION TO GET IMPROVEMENTS MADE ON

 10:47:52 THIS INTERSECTION.
 10:47:54 SO THE FIRST PROJECT WAS THE DESIGN, PERMITTING, AND
 10:47:59 CONSTRUCTION OF THE WIDENING OF THE INTERSECTION, WHICH GAVE
 10:48:02 US AN ADDITIONAL THROUGHPUT LANE.
 10:48:07 THOSE OF US WHO HAD TO ENDURE THAT CONSTRUCTION HAD TO GO
 10:48:10 THROUGH ALL THAT TWO AND A HALF YEARS OF CONSTRUCTION
 10:48:13 PROCESS.
 10:48:14 THIS PROJECT, WE ASKED TO COINCIDE WITH THE COMPLETION OF
 10:48:22 THAT ROAD CONSTRUCTION SO THAT THE LANDSCAPE WOULD OCCUR
 10:48:26 IMMEDIATELY FOLLOWING THE CLOSEOUT OF THE ROAD CONSTRUCTION
 10:48:31 PROJECT.
 10:48:31 SO THIS HAS BEEN A VERY ARDUOUS PROCESS FOR US AND CONTINUE
 10:48:35 TO MONITOR AND STAY ON D.O.T. TO GET THIS THING DONE.
 10:48:39 WHEN WE TALK ABOUT THE TIME TAKEN TO GET SOME OF THESE
 10:48:48 THINGS, THIS IS, WHAT, EIGHT YEARS, BUT IT WILL BE NICE WHEN
 10:48:54 IT'S DONE.
 10:48:59 >>Mayor McLain: ANY OTHER COMMENTS?
 10:49:03 >>Jim Ward: THE FUNDING FOR THE PROJECT, IS IT PRIMARILY THE
 10:49:05 STATE WITH SOME FUNDING FROM THE VILLAGE?
 10:49:07 >>David Willems: IT IS ENTIRELY THE STATE.
 10:49:09 IF YOU LOOK AT THE VILLAGE'S BUDGET, WE PUT A COUPLE HUNDRED
 10:49:13 THOUSAND DOLLARS IN THERE JUST IN CASE, YOU KNOW, IF THERE
 10:49:17 WAS SOMETHING THE VILLAGE NEEDED OR WANTED THAT THE STATE
 10:49:19 WASN'T ABLE TO FUND, BUT I GUESS IT WAS ABOUT A YEAR AND A
 10:49:22 HALF AGO, THEY ACTUALLY INCREASED THE BUDGET.

 10:49:25 I THINK THE ORIGINAL BUDGET WAS SEVEN OR EIGHT HUNDRED
 10:49:28 THOUSAND DOLLARS.
 10:49:28 THEY BUMPED THAT UP TO 1.1 MILLION, SO THAT'S THE BUDGET
 10:49:32 THEY ARE GOING WITH AND THE CONSTRUCTION AND THE TWO YEARS
 10:49:36 OF MAINTENANCE IS ENTIRELY PAID FOR BY THE STATE.
 10:49:39 >>Jim Ward: THE CHANGES WE REQUESTED ARE STILL FUNDED --
 10:49:42 >>David Willems: YES, ALL THE IMPROVEMENTS WE REQUESTED ARE
 10:49:45 STILL FUNDED BY THE STATE, YES.

10:49:46 >>Jim Ward: THANK YOU.
 10:49:47 >>Mayor McLain: ANY OTHER QUESTIONS?
 10:49:49 >> MR. MAYOR.
 10:49:50 ONE QUICK ONE.
 10:49:51 DAVID, DO YOU HAPPEN TO KNOW WHAT THE MAINTENANCE COST IS
 10:49:53 GOING TO BE TO THE VILLAGE AFTER 2025?
 10:49:57 >>David Willems: I THINK -- I DON'T HAVE THAT IN MY PACKET,
 10:50:01 BUT IT WAS IN THE AGENDA.
 10:50:04 A COUPLE HUNDRED THOUSAND DOLLARS.
 10:50:05 260.
 10:50:07 216 PER YEAR.
 10:50:20 >>George Zalucki: THANK YOU.
 10:50:21 >>Mayor McLain: I'VE GOT A QUESTION.
 10:50:23 ONE, I THINK IT'S GOING TO BE A BEAUTIFUL PROJECT, NICE
 10:50:26 ADDITION, NICE ROADWAY INTO THE VILLAGE THAT YOU'VE BEEN
 10:50:29 WORKING ON FOR PROBABLY TOO LONG.
 10:50:32 A CONCERN I HAVE IS I UNDERSTAND SUPERIOR IS GOING TO BE THE

 10:50:37 LANDSCAPE INSTALLER.
 10:50:41 THAT'S THE SAME INSTALLER FOR LANDSCAPE THAT WENT ON 41, AND
 10:50:45 WE KNOW THAT WE'VE GOT NEW COUNCIL MEMBERS HERE.
 10:50:49 THAT DIDN'T WORK OUT VERY WELL.
 10:50:51 THEY DIDN'T PUT PROPER SPRINKLERS IN OR PLANTS OR WHATEVER,
 10:50:56 AND WE HAD TO GO BACK IN AS A VILLAGE.
 10:50:58 WE STOPPED THE CONTRACT PRIOR TO THE TWO-YEAR EXPIRATION AND
 10:51:04 BROUGHT IN PT, OUR NORMAL LANDSCAPE COMPANY WE'VE BEEN
 10:51:08 USING.
 10:51:08 I'M A LITTLE CONCERNED ABOUT THIS PROJECT BEING SPEARHEADED
 10:51:11 BY THEM.
 10:51:12 WILL WE HAVE THE SAME RIGHT -- I HATE TO SEE US PUT IN A
 10:51:17 MILLION DOLLARS' WORTH OF LANDSCAPE AND THEN HAVE LACK OF
 10:51:21 CARE AND CONCERN ABOUT MAINTAINING THAT.
 10:51:23 WE HAVE AN OUT THAT IF THEY ARE NOT PERFORMING THAT WE CAN
 10:51:26 GET OUT OF THE CONTRACT?
 10:51:27 >>David Willems: SO WE DON'T HAVE A CONTRACT WITH SUPERIOR.
 10:51:31 IT'S ENTIRELY THE STATE.
 10:51:32 I MEAN, THERE ARE MECHANISMS PROBABLY FOR THE STATE TO GET
 10:51:36 OUT OF IT, BUT THE CONCERN IS DEFINITELY THERE BECAUSE YOU
 10:51:41 HAVE THE INSTALL AND THEN TWO YEARS OF MAINTENANCE.
 10:51:45 BUT WE'RE IN -- STAFF IS IN CONVERSATION WITH D.O.T. STAFF.
 10:51:50 THEY UNDERSTAND THE CONCERNS.
 10:51:53 THEY HAVE A FULL-TIME, ON-SITE INSPECTOR THAT WILL BE
 10:51:58 HELPING TO MAKE SURE IT GETS MAINTAINED THE WAY THAT IT

 10:52:01 SHOULD.
 10:52:01 >>Mayor McLain: OKAY.
 10:52:02 AND WE'LL BE WATCHING.
 10:52:03 >>David Willems: YES.

10:52:04 ALL OF US.
 10:52:07 >>Mayor McLain: LET'S GO TO -- DO WE TAKE PUBLIC COMMENTS ON
 10:52:12 THIS?
 10:52:13 >>Carol Sacco: WE DO, BUT WE DO NOT HAVE ANY.
 10:52:17 WE HAVE NONE.
 10:52:17 >>David Willems: I HAVE A SECOND PART, WHICH IS THE ACTUAL
 10:52:21 INTERSTATE ITSELF.
 10:52:22 SOME COUNCIL MAY OR MAY NOT BE AWARE, THE STATE HAS EMBARKED
 10:52:30 ON A DISTRICT ONE, WHICH IS THE DISTRICT WE'RE IN OF THE
 10:52:34 STATE HAS EMBARKED ON A PLANNING EFFORT FOR BASICALLY ALL OF
 10:52:36 THE INTERSTATES WITHIN THEIR DISTRICT.
 10:52:38 AND THAT'S REALLY I-4 AND I-75.
 10:52:42 THEY SPLIT THE I-75 CORRIDOR INTO THREE DIFFERENT SECTIONS.
 10:52:48 WHAT THE VILLAGE IS REALLY CONCERNED ABOUT IS THE SOUTH
 10:52:52 SECTION OF THE I-75 CORRIDOR.
 10:52:54 I'M NOT GOING TO GO OVER ANY OF THE OTHER.
 10:52:56 IT DOESN'T REALLY AFFECT US DIRECTLY.
 10:52:58 IF YOU'RE GOING TO TAMPA OR SOMEWHERE IT WILL.
 10:53:00 BUT REALLY THE FOCUS IS ON THE SOUTH CORRIDOR.
 10:53:02 BUT IT'S IMPORTANT TO KNOW THAT THEY ARE LOOKING AT THE
 10:53:05 WHOLE INTERSTATE SYSTEM THROUGH DISTRICT ONE TO UNDERSTAND

 10:53:07 IN THE NEXT 20, 30 YEARS WHAT SHOULD THE INTERSTATE LOOK
 10:53:11 LIKE?
 10:53:11 WHERE ARE THE CHALLENGES?
 10:53:12 AND WHAT ARE WE GOING TO HAVE TO PLAN FOR IN THE FUTURE?
 10:53:15 THROUGH OUR CORRIDOR IS REALLY FROM NAPLES UP TO BAY SHORE
 10:53:21 ROAD.
 10:53:21 IT'S NORTH FORT MYERS DOWN THROUGH COLLIER COUNTY.
 10:53:24 AND WHAT THEY LOOKED AT, THEY LOOKED AT THE ENTIRE CORRIDOR.
 10:53:27 THEY LOOKED AT EVERY INTERCHANGE.
 10:53:30 THEY HAD GROWTH PROJECTIONS TO FIGURE OUT AND THEY TRIED TO
 10:53:34 DETERMINE WHEN EACH SEGMENT AND WHEN EACH INTERCHANGE WAS
 10:53:37 GOING TO FAIL IN THE FUTURE.
 10:53:39 AND THEN THEY LOOKED VERY DETAILED AT TRAFFIC PATTERNS AS
 10:53:44 MUCH TO KNOW THAT PEOPLE FROM COLLIER COUNTY ARE GOING TO
 10:53:47 LEHIGH OR CAPE CORAL TO UNDERSTAND WHERE PEOPLE ARE DRIVING,
 10:53:50 GETTING ON AND OFF THE INTERSTATE TO COME UP WITH A PLAN
 10:53:54 THAT WILL HELP IN THE FORESEEABLE FUTURE TO GET PEOPLE
 10:53:56 MOVING ALONG I-75.
 10:53:58 AND THROUGH THAT PROCESS, I MEAN, I THINK EVERYBODY KNEW IT,
 10:54:03 BUT ONE OF THE CHALLENGES THROUGH BOTH OUR AREA AND SARASOTA
 10:54:06 IS THOSE ARE TWO OF THE MAIN AREAS WHERE THE TRAVELING
 10:54:10 PUBLIC ACTUALLY USES I-75 ALMOST AS A LOCAL ROAD.
 10:54:15 THEY USE IT TO GO FROM PLACE TO PLACE INSTEAD OF LONG TRIPS,
 10:54:20 WHICH CREATES A LOT OF PROBLEMS AND WHY WE HAVE SOME OF THE
 10:54:22 TRAFFIC ISSUES WE HAVE.

10:54:23 SO THAT IN AND OF ITSELF DOES LIMIT SOME OF THE ABILITY FOR
 10:54:27 THEM TO DO CERTAIN IMPROVEMENTS.
 10:54:29 AND YOU'LL SEE THAT WHEN WE GET TO THE RECOMMENDATIONS, WHY
 10:54:32 THEY RECOMMENDED LEE COUNTY LOOKS A LITTLE BIT DIFFERENT
 10:54:34 THAN WHAT YOU HAVE IN SOUTHERN LEE COUNTY AND IN COLLIER
 10:54:37 COUNTY.
 10:54:38 I THOUGHT THIS WAS IN THE REPORT.
 10:54:42 I THOUGHT IT WAS INTERESTING TO LOOK AT.
 10:54:44 SO YOU LOOK AT THE DIFFERENT COLORS, IF IT IS A LIGHT BLUE
 10:54:48 OR A DARK BLUE, THAT MEANS TRAFFIC IS ACTUALLY TRAVELING
 10:54:51 REALLY WELL ON THE ROADWAY.
 10:54:53 AND AS YOU GO TOP TO BOTTOM, THAT'S ALONG THE INTERSTATE,
 10:54:58 AND AS YOU GO LEFT TO RIGHT, THAT'S DIFFERENT TIMES OF THE
 10:55:02 DAY.
 10:55:03 AND THIS IS DURING THE ONE-HOUR PEAK.
 10:55:06 YOU CAN SEE HERE EVERYTHING IS EITHER BLUE OR GRAY.
 10:55:09 SO THAT MEANS EVERYTHING IS GOING REALLY WELL.
 10:55:11 THIS IS EXISTING CONDITIONS.
 10:55:14 THIS IS IN THE AFTERNOON THE EXISTING CONDITIONS.
 10:55:17 YOU CAN SEE ON THE NORTHBOUND, THERE ARE SOME PROBLEMS IN
 10:55:21 THE EVENING, SO THAT'S WHEN EVERYBODY IS GOING, LEAVING WORK
 10:55:24 AND GOING FROM COLLIER COUNTY BACK UP INTO LEE COUNTY.
 10:55:27 SO THAT'S WHAT THE GREEN IS.
 10:55:29 AND THEN THE NEXT TWO ARE FUTURE CONDITIONS, WHAT I-75 COULD
 10:55:34 LOOK LIKE FROM A TRAFFIC SPEED STANDPOINT.

 10:55:36 SO THAT IS IN THE MORNING.
 10:55:39 YOU CAN SEE UP NORTH THERE IS A LOT OF REALLY SLOW TRAFFIC,
 10:55:44 AND THIS IS WITHOUT AN ACCIDENT.
 10:55:45 THIS IS JUST NORMAL TRAFFIC, WHAT IT WOULD LOOK LIKE, AND
 10:55:49 YOU CAN SEE THE SOUTHBOUND LOOKS REALLY BAD IN THE MORNING.
 10:55:52 THIS IS THE NORTHBOUND IN THE AFTERNOON, AND YOU CAN SEE THE
 10:55:57 PROBLEMS THAT WE'RE GOING TO HAVE IN THE FUTURE IF THERE
 10:56:00 AREN'T IMPROVEMENTS BEING MADE.
 10:56:02 RIGHT NOW, I-75 GENERALLY FLOWS OKAY AS LONG AS THERE'S NO
 10:56:08 ACCIDENT.
 10:56:09 WHAT THIS SHOWS IS IN THE FUTURE IT'S NOT GOING TO FLOW OKAY
 10:56:12 EVEN IF THERE ARE NO ACCIDENTS.
 10:56:14 SO SOMETHING DEFINITELY NEEDS TO BE DONE, AND THIS IS KIND
 10:56:17 OF ONE OF THE TOOLS THAT THEY LOOKED AT TO SAY, YEAH,
 10:56:20 SOMETHING DEFINITELY NEEDS TO BE DONE ON THE INTERSTATE TO
 10:56:22 MAKE SURE THAT TRAFFIC IS ABLE TO FLOW.
 10:56:24 YOU CAN SEE EVEN SOUTHBOUND IN THE AFTERNOON IS A PROBLEM IN
 10:56:27 SOME LOCATIONS IN THE FUTURE.
 10:56:28 SO WHAT THIS DOES, THIS KIND OF SUMMARIZES WHAT THAT
 10:56:35 ANALYSIS SHOWED, AND IT SHOWED THE DIFFERENT YEARS THAT EACH
 10:56:39 SEGMENT OR EACH INTERCHANGE WOULD FAIL.
 10:56:42 AND SO YOU CAN SEE HERE THAT CORKSCREW ROAD, THE

10:56:45 INTERCHANGE, EVEN WITH THE IMPROVEMENTS THAT WERE MADE
 10:56:48 RECENTLY, WOULD FAIL IN 2032.
 10:56:52 THE SECTION OF 75 JUST NORTH OF US WOULD FAIL IN 2029, AND

 10:56:56 THE SECTION SOUTH OF US WOULD FAIL IN 2028.
 10:57:00 WHEN THIS WAS PRESENTED TO THE MPO, VILLAGE STAFF BROUGHT UP
 10:57:06 THAT THE CONCERN HERE IS WE HAVE A LOT OF NEW DEVELOPMENT
 10:57:10 THAT'S GOING TO BE PUT IN PLACE OVER THE NEXT THREE YEARS
 10:57:14 ALONG CORKSCREW ROAD, AND GETTING INTO THE DETAILS OF IT, IT
 10:57:18 DOESN'T APPEAR THAT THIS ANALYSIS HAS TAKEN THAT FULLY INTO
 10:57:23 CONSIDERATION.
 10:57:24 SO WHEN ALL OF THOSE UNITS ARE BUILT OUT EAST ALONG
 10:57:27 CORKSCREW ROAD, IT WILL LIKELY FAIL -- THE INTERCHANGE WILL
 10:57:32 LIKELY FAIL EARLIER THAN WHAT IT SHOWS HERE.
 10:57:35 THEY DID COME UP -- SO BACK TO THE INTERCHANGE, THEY DID
 10:57:40 COME UP WITH SOME POTENTIAL RECOMMENDATIONS OF WHAT WOULD
 10:57:43 NEED TO BE DONE TO THE INTERCHANGE AT SOME POINT IN THE
 10:57:46 FUTURE.
 10:57:47 AND FOR CORKSCREW ROAD, THE INITIAL RECOMMENDATION IS A
 10:57:50 DIVERGING DIAMOND, WHICH IS SOMEWHAT SIMILAR TO WHAT'S GOING
 10:57:56 ON AT COLONIAL, NOT THAT BIG BUT SIMILAR, AND THEN ALSO SOME
 10:58:00 IMPROVEMENTS TO THE ADJACENT INTERSECTIONS, WHICH MEANS THAT
 10:58:04 IN THE FUTURE THEY EXPECT DIFFICULTY GETTING PEOPLE THROUGH
 10:58:08 BEN HILL GRIFFIN AND THROUGH THREE OAKS.
 10:58:11 SO IT WOULD HAVE TO BE A BIGGER IMPROVEMENT THAN JUST THE
 10:58:14 INTERCHANGE ITSELF.
 10:58:15 IT HAS TO BE MORE OF A REGIONAL TO GET PEOPLE TO THE
 10:58:18 INTERSTATE.
 10:58:19 SO THIS JUST SUMMARIZES WHEN THEY EXPECT THE DIFFERENT AREAS

 10:58:24 TO FAIL.
 10:58:25 THIS IS THE INTERCHANGE IMPROVEMENTS.
 10:58:30 IT DOESN'T SAY IT HERE, BUT WHAT THEY MEAN BY THE
 10:58:33 INTERCHANGE IMPROVEMENTS AT CORKSCREW IS THE DIVERGING
 10:58:36 DIAMOND THAT WILL HELP ALLEVIATE SOME OF THAT TRAFFIC.
 10:58:38 SO THIS IS THE PART THAT THEY RECOMMENDED TWO DIFFERENT
 10:58:43 CROSS SECTIONS, TWO DIFFERENT ROADWAYS BASICALLY AND IT
 10:58:47 CHANGES AT CORKSCREW ROAD.
 10:58:49 SOUTH OF CORKSCREW ROAD, THEY DID NOT PROPOSE ANY AUXILIARY,
 10:58:55 ANY INTERNAL LANES.
 10:58:59 THE THROUGH LANES, AND THE REASON BEING, IN COLLIER COUNTY,
 10:59:03 THERE ARE SO MANY PEOPLE WEAVING FROM INTERCHANGE TO
 10:59:06 INTERCHANGE, JUST USING IT AS A LOCAL ROAD.
 10:59:10 THAT TYPE OF ALIGNMENT WOULDN'T WORK BECAUSE THERE WOULD BE
 10:59:13 TOO MANY PEOPLE TRYING TO GET BACK AND FORTH.
 10:59:15 THAT'S WHY IN COLLIER COUNTY AND SOUTH OF ESTERO, THEY JUST
 10:59:19 PROPOSED ADDING MORE LANES TO THE EXISTING ROADWAY.
 10:59:21 SO THAT'S ALL IT WOULD LOOK LIKE.

10:59:23 NORTH OF CORKSCREW ROAD, THEY ARE PROPOSING TWO SEPARATE
 10:59:29 LANES THAT WILL BASICALLY ACT AS A CUT-THRU.
 10:59:33 IF YOU'RE JUST TRYING TO GET THROUGH LEE COUNTY, YOU GET IN
 10:59:36 THOSE LANES AND THEY ARE MORE OF AN EXPRESS LANE.
 10:59:40 THE PRELIMINARY IDEA THAT THEY HAVE DISCUSSED IS THOSE WOULD
 10:59:43 NOT BE TOLLED, BUT WHEN YOU READ THROUGH THE REPORT, THERE
 10:59:46 IS THE POTENTIAL THAT IN THE FUTURE THOSE WOULD BE TOLL

 10:59:49 LANES SIMILAR TO WHAT WE SEE ON THE OTHER COAST, IF YOU'VE
 10:59:52 BEEN OVER THERE, SO PEOPLE COULD PAY MONEY TO GO THROUGH THE
 10:59:55 EXPRESS LANES AND KIND OF GET AROUND THE TRAFFIC THROUGH
 10:59:59 THERE.
 10:59:59 ANY QUESTIONS SO FAR?
 11:00:01 AND THIS IS JUST A LITTLE BIT MORE DETAIL.
 11:00:07 IT DOES SHOW ADDITIONAL THRU LANE AS WELL, AND THEN THE
 11:00:10 ADDITIONAL TWO ON THE INSIDE.
 11:00:12 AND THEN THIS IS JUST -- THEY KIND OF CAME UP -- THE STATE
 11:00:18 KIND OF CAME UP WITH A PHASING PLAN.
 11:00:21 IT DOESN'T REALLY SAY WHAT'S IN EACH ORDER, BUT WHAT PARTS
 11:00:24 MAKE SENSE TO BE TOGETHER, AND THAT'S WHAT THIS SHOWS AND
 11:00:29 SOME INFORMATION ON WHEN THOSE SPECIFIC IMPROVEMENTS WOULD
 11:00:33 BE NEEDED.
 11:00:34 I'M NOT GOING TO GO THROUGH ALL OF IT, BUT THE DIFFERENT
 11:00:37 COLORS ARE THE DIFFERENT PHASES, AND THEN IT SHOWS WHEN EACH
 11:00:40 INTERCHANGE WOULD NEED TO BE IMPROVED DUE TO THE TRAFFIC
 11:00:43 VOLUMES THEY EXPECT.
 11:00:44 AND SO THIS IS JUST STEP ONE.
 11:00:49 THEY ARE JUST DOING THE PLANNING AND THE FEASIBILITY STUDY.
 11:00:53 THEY FINISHED THAT.
 11:00:56 THE NEXT STEP IS GOING TO BE START DOING A LITTLE BIT MORE
 11:00:58 OF THE DESIGN AND WHAT THEY CALL IT IS A PD AND E,
 11:01:05 PRELIMINARY DESIGN AND ENVIRONMENTAL STUDY.
 11:01:07 WHAT THAT DOES IS IT GIVES A LITTLE MORE DETAIL ON EXACTLY

 11:01:10 WHAT THEY ARE DOING AND WHAT RIGHT-OF-WAY NEEDS THEY WILL
 11:01:12 HAVE AND GET A LITTLE BIT MORE DETAIL.
 11:01:14 IT'S KIND OF THEIR CONCEPT PLAN, BASICALLY.
 11:01:16 AFTER THAT, THEY WOULD HAVE TO GO TO THE ACTUAL DESIGN.
 11:01:19 ONCE IT'S DESIGNED, THEN IT'S RIGHT-OF-WAY ACQUISITION, AND
 11:01:22 THEN CONSTRUCTION.
 11:01:22 AS YOU CAN IMAGINE, THIS IS EVEN IN THE BEST-CASE SCENARIO,
 11:01:27 A SEVERAL-YEAR PROCESS.
 11:01:28 NOT ONE OR TWO YEARS, MORE LIKE THREE OR FOUR YEARS.
 11:01:31 BUT WITH SOMETHING THIS BIG, THEY WILL BE DOING IT IN
 11:01:35 PHASES.
 11:01:35 ONE PHASE WOULD START.
 11:01:37 TO DO ALL OF IT IS -- [ENCODER DROP]
 11:01:52 [ENCODER DROP - EEG NETWORK FAILURE]

11:03:19 [ENCODER DROP]
 11:03:22 >>Steven Sarkozy: THE FIRST YEAR WHERE WE HAD LEGISLATIVE
 11:03:24 REQUESTS, WE ACTUALLY RECEIVED \$1.75 MILLION, WHEREAS UP TO
 11:03:29 THAT POINT, WE HAD RECEIVED ZERO DOLLARS FROM THE
 11:03:32 LEGISLATURE.
 11:03:33 OUR LOBBYISTS ALSO REPRESENT THE VILLAGE INTERESTS IN
 11:03:40 TALLAHASSEE, AND DURING THE LEGISLATIVE SESSION, THEY ARE
 11:03:44 VERY BUSY, UP IN TALLAHASSEE, TRACKING LEGISLATION THAT MAY
 11:03:49 BE OF INTEREST TO THE VILLAGE.
 11:03:51 WITH THAT, I WOULD LIKE TO TURN IT OVER TO OUR LOBBYIST
 11:03:58 GROUP AND ASK THAT THEY INTRODUCE THEMSELVES AND GIVE US AN

 11:04:02 UPDATE AS TO WHAT'S HAPPENING.
 11:04:09 [ENCODER LOSS - EEG NETWORK FAILURE]
 [CAPTIONER USING AUDIO FROM VILLAGE OF ESTERO'S STREAMING
 VIDEO.]
 11:05:52 >> -- I ALSO WANT TO KICK OFF AND FLIP BACK TO LENA.
 11:05:58 BUT WE'VE GOT A VERY GOOD WORKING RELATIONSHIP BETWEEN OUR
 11:06:03 FIRMS.
 11:06:03 WE MADE ONE COMMITMENT WHEN WE WERE INTERVIEWED, THAT WE
 11:06:07 WOULD WORK HARD AND WORK TIRELESSLY TO MAKE SURE THAT SOME
 11:06:15 OF WHAT YOU DONATE TO THE STATE OF FLORIDA THROUGH YOUR
 11:06:17 TAX-PAYING CONSTITUENTS GOT RETURNED TO YOU IN THE COMMUNITY
 11:06:22 AS IT SHOULD HAVE BEEN BEFORE OUR ENTRANCE INTO THE PROCESS.
 11:06:25 THE OLD EXPRESSION, IF YOU DON'T ASK, YOU DON'T GET.
 11:06:30 WE'VE ENCOURAGED MEANINGFUL APPROPRIATION REQUESTS, AND
 11:06:39 CURRENTLY, IN ADDITION TO WHAT WE BELIEVE WILL COME OUT TO
 11:06:42 BE A \$350 MILLION POT OF MONEY FOR HURRICANE-IMPACTED AREAS,
 11:06:51 LIKE COLLIER AND LEE COUNTIES, AND SOME UP IN SARASOTA AND
 11:06:55 SOME OF THE OTHER AREAS THAT GOT HIT AS WELL, THERE WILL BE
 11:07:02 A PROCESS AFTER THE LEGISLATIVE SESSION, ASSUMING THEY STICK
 11:07:05 WITH THE \$350 MILLION POT, THAT YOU WILL BE ABLE TO --
 11:07:12 [EEG NETWORK CONNECTED - CAPTIONER USING ENCODER AUDIO.]
 11:07:14 -- YOU SIMPLY NEED ONE DOLLAR ON A PROJECT IN EITHER BUDGET
 11:07:17 TO BE ALIVE IN THE BUDGET CONFERENCE.
 11:07:19 JUST BECAUSE YOU SUBMIT A PROJECT, IF THE HOUSE AND GNAT
 11:07:22 PASSED THEIR RESPECTIVE BUDGETS GOING INTO THE CONFERENCE

 11:07:25 PROCESS, AND YOU DON'T HAVE SOMETHING IN, ONE DOLLAR YOUR
 11:07:32 PROJECT CANNOT BE CONSIDERED DURING THE BUDGET CONFERENCE
 11:07:35 PROCESS.
 11:07:38 >> I WANT TO INTERRUPT YOU.
 11:07:40 WE WERE REALLY LUCKY.
 11:07:41 SENATOR PASSIDOMO DECIDED TO INTRODUCE THE BUDGET REQUEST,
 11:07:44 WHICH IS HIGHLY UNUSUAL FOR A PRESIDING OFFICER TO DO THAT,
 11:07:48 BUT THE VILLAGE AS WELL AS SEVERAL OTHER PROJECTS IN THE
 11:07:50 SOUTHWEST FLORIDA AREA ARE BEING SPONSORED DIRECTLY BY HER.
 11:07:56 SENATOR MARTIN AGREED TO DO IT IN LIEU OF SENATOR PASSIDOMO.

11:08:01 >> LET ME SAY THIS THE SENATE PRESIDENT HAS WORKED WITH THE
 11:08:04 SPEAKER TO COME UP WITH THESE LARGE AMOUNTS OF MONEY.
 11:08:07 OUR GOAL IS TO KEEP YOUR PROJECT SEPARATED OUT SO THAT YOU
 11:08:13 DON'T HAVE TO GET INTO THE FIGHT OVER THE \$350 MILLION.
 11:08:18 I SAW THE PRESIDENT THIS MORNING, FOLKS FROM FORT MYERS
 11:08:25 BEACH WERE IN TO TALK ABOUT THEIR LOAN WHICH THEY WERE
 11:08:28 APPROVED ON TODAY, AND SHE AGREED THAT THOSE THAT ARE
 11:08:34 CURRENTLY SEPARATED OUT WITH SOME AMOUNT, SHE IS LIKELY TO
 11:08:37 ALLOW THEM TO STAY STAND-ALONES SO AS TO NOT HAVE TO GET
 11:08:42 INTO THAT COMPETITION LATER.
 11:08:44 IF YOU HAVE ADDITIONAL PROJECTS, CHANCES ARE WE'LL BE ABLE
 11:08:49 TO GET THOSE INTO THAT \$350 MILLION POST-SESSION REVIEW TO
 11:08:55 GET SOME ADDITIONAL FUNDING.
 11:08:57 A LOT OF OTHER ISSUES, SUBSTANTIVELY BEYOND THE BUDGET AND,
 11:09:02 BY THE WAY, ON THE BUDGET SIDE, I LOOKED FOR THE BUDGET TO

 11:09:05 END UP BEING SOMEWHERE IN THE 113 TO \$115 BILLION RANGE.
 11:09:11 THEY'VE GOT ABOUT 18 BILLION IN RESERVES.
 11:09:15 NO REVENUE ESTIMATING CONFERENCE HAS TAKEN PLACE IN THE LAST
 11:09:19 YEAR WHERE THEY HAVE NOT BEEN FORCED TO REVISE THEIR
 11:09:22 ESTIMATES BASED ON ACTUAL RECEIPTS IN AND IN THE REVENUE
 11:09:28 ESTIMATING CONFERENCES OVER THE LAST 12 MONTHS, THOSE
 11:09:31 INCREASES HAVE BEEN FIVE, SIX, SEVEN AND EIGHT HUNDRED
 11:09:34 MILLION ABOVE WHAT THE CURRENT THEN ESTIMATE HAD BEEN BASED
 11:09:41 ON PRIOR RECEIPTS FROM THAT PRIOR MONTH.
 11:09:42 IT REALLY IS A ROBUST TIME IN FLORIDA IN SPITE OF INFLATION,
 11:09:50 IN SPITE OF FEARS OF RECESSION.
 11:09:53 LENA, DO YOU WANT TO PICK UP ON ANY OF THE LOCAL ISSUES
 11:09:58 STARTING WITH 102 SIGNED?
 11:10:00 >> SURE.
 11:10:01 SENATE BILL 102 IS THE LIVE LOCAL ACT, WHICH WAS THE TOP
 11:10:05 PRIORITY FOR SENATE PRESIDENT PASSIDOMO.
 11:10:08 AND IT HAS PASSED.
 11:10:10 IT IS ALREADY SIGNED INTO LAW BY THE GOVERNOR, AND IT'S
 11:10:14 GOING TO BE HOPEFULLY VERY HELPFUL FOR THE VILLAGE.
 11:10:17 I KNOW THERE WERE SOME CONCERNS ABOUT DEVELOPMENT THAT'S
 11:10:20 HAPPENING NEAR YOU, SO THIS MIGHT BE ABLE TO ASSIST YOU WITH
 11:10:23 THOSE DECISIONS.
 11:10:24 BUT ESSENTIALLY, IT GIVES THE PROPERTY TAX EXEMPTIONS FOR
 11:10:32 OWNERS OF LAND -- OF LAND OWNED BY NONPROFIT ORGANIZATIONS
 11:10:38 TO THE EXISTING DEPARTMENTS, AND THEY HAVE TO OFFER AT LEAST

 11:10:42 70 AFFORDABLE HOUSING UNITS.
 11:10:43 SO THAT'S AN EFFORT TO DELIVER SOME RELIEF TO CURRENT
 11:10:47 OWNERS.
 11:10:49 THERE IS \$150 MILLION POT FOR THE STATE APARTMENTS INCENTIVE
 11:10:55 LOAN PROGRAM FOR PROJECTS ON VACANT OR DILAPIDATED URBAN
 11:10:58 LAND AND/OR NEAR MILITARY INSTALLATIONS.

11:11:01 AND THERE IS THE OPPORTUNITY FOR COUNTIES AND CITIES TO
 11:11:07 OFFER ADDITIONAL EXEMPTIONS FOR OWNERS WHO DEDICATE UNITS TO
 11:11:12 AFFORDABLE HOUSING.
 11:11:14 THERE ARE SO MANY ASPECTS TO THIS BILL, WE CAN GET INTO IT
 11:11:18 SOME MORE WITH ANY QUESTIONS THAT YOU MIGHT HAVE, BUT ONE
 11:11:22 ITEM THAT IS VERY FRIENDLY TO VETERANS IS CALLED THE
 11:11:26 HOMETOWN HEROES PROGRAM, WHICH IS A NO-INTEREST LOAN PROGRAM
 11:11:31 FOR CLOSING COSTS AND DOWN PAYMENTS FOR THOSE HOME BUYERS,
 11:11:35 AND SO THERE ARE SOME ADDITIONAL INCENTIVES FOR THEM.
 11:11:42 AND I KNOW THAT THERE WAS CONCERN AMONGST THE LEGISLATURE,
 11:11:46 PRIMARILY STARTED BY THE CENTRAL FLORIDA COMMUNITIES TO LET
 11:11:49 THE LOCAL GOVERNMENTS CONTROL RENTS, AND THAT HAS BEEN TAKEN
 11:11:53 AWAY.
 11:11:54 SO THAT IS NOT IN THE BILL.
 11:11:56 BUT THOSE ARE SOME VERY, VERY HIGH-LEVEL OVERVIEW OF THAT
 11:12:00 PARTICULAR PIECE OF LEGISLATION.
 11:12:02 THERE ARE 11 OTHER BILLS THAT WERE PRIORITIES OF THE SENATE
 11:12:07 PRESIDENT OR THE HOUSE SPEAKER THAT HAVE ALREADY BEEN PASSED
 11:12:10 AND SIGNED, SENT TO THE GOVERNOR.

 11:12:12 SO THEY ARE -- THE LEGISLATURE HAS BEEN VERY PRODUCTIVE AND
 11:12:18 BUSY IN GETTING THEIR PRIORITIES THROUGH, AND WE'RE ONLY
 11:12:21 HALFWAY THROUGH AT THIS STAGE.
 11:12:25 >> RON: WE HIT THE MIDWAY PORTION BASICALLY TODAY.
 11:12:29 THEY'LL GO HOME.
 11:12:30 THE HOUSE IS NOT WORKING TODAY.
 11:12:31 THE SENATE IS WORKING UNTIL 1:00 OR 2:00, AND THEN THEY'LL
 11:12:35 GO HOME FOR THE HOLIDAYS.
 11:12:36 THEY WILL COME BACK NEXT WEEK, WHICH THEY WILL -- I WOULD
 11:12:43 SAY NORMALLY THEY WOULD NEGOTIATE, ARGUE BETWEEN THE SENATE
 11:12:47 PRESIDENT AND THE SPEAKER ON BUDGET ALLOCATIONS, BECAUSE THE
 11:12:50 BUDGETS HAVE NOW PASSED EACH OF THEIR RESPECTIVE HOUSES WERE
 11:12:55 NOW GETTING READY TO GET THE APPOINTMENTS TO BUDGET
 11:12:56 CONFERENCE COMMITTEE.
 11:12:57 BUT THE CONFERENCE COMMITTEE PROCESS CANNOT BEGIN UNTIL THE
 11:13:02 SENATE PRESIDENT AND THE SPEAKER AGREE ON HOW MUCH MORE
 11:13:05 MONEY THEY ARE GOING TO PUT INTO THE VARIOUS BUDGET SILOS,
 11:13:11 PreK-12, HIGHER ED, CORRECTIONS, COURTS, PUBLIC DEFENDERS,
 11:13:14 STATE ATTORNEYS, AG, DEP, AND THE ENVIRONMENT, HEALTH AND
 11:13:20 HUMAN SERVICES AND THE LIKE.
 11:13:22 THEY GO THROUGH.
 11:13:23 THEY DETERMINE THAT, AND THEN THE FOLLOWING WEEK I EXPECT
 11:13:26 NEXT WEEKEND, THE FOLLOWING WEEKEND FROM NOW THE STAFF WILL
 11:13:30 WORK THAT WEEKEND.
 11:13:32 THEY'LL START THE BUDGET CONFERENCE THAT MONDAY, WHICH

 11:13:36 SHOULD BE WEEK 7, I BELIEVE, IF I'M CORRECT.
 11:13:40 THEY PLAN ON HAVING THE BUDGET DONE EARLIER THAN NORMAL,

11:13:46 REMEMBERING THAT WHEN THEY FINISH, THEY HAVE TO DO WHAT IS
 11:13:51 CALLED LAYING IT ON THE DESK OF THE MEMBERS, OR, IF YOU
 11:13:55 WILL, ELECTRONICALLY TRANSMITTING TO THEM THE BUDGET, AND
 11:13:58 THEY HAVE TO WAIT 72 HOURS BEFORE THEY CAN VOTE ON IT UNDER
 11:14:02 THE CONSTITUTION.
 11:14:03 I WOULD ADD JUST BRIEFLY A COUPLE OF OTHER THINGS.
 11:14:06 FIRST OF ALL, LENA HAS HIT THE HIGH POINTS.
 11:14:09 YOU SHOULD KNOW THEY PASSED THE TORT REFORM BILL THAT WILL
 11:14:13 HAVE AN IMPACT ON A LOT OF BUSINESSES, PROBABLY AS MUCH AS
 11:14:18 ANY, BECAUSE SOME OF THE PREMISES LIABILITY STUFF THAT'S IN
 11:14:21 THERE.
 11:14:21 THE SCHOOL CHOICE BILL, UNIVERSAL VOUCHERS, \$8,000 PER
 11:14:27 STUDENT.
 11:14:27 IT'S DONE IN TIERS TO TAKE YOUR CHILD, GRANDCHILD OUT OF A
 11:14:34 TRADITIONAL PUBLIC SCHOOL AND PUT THEM INTO A PRIVATE SCHOOL
 11:14:37 WITHOUT LIMITATIONS.
 11:14:38 I THINK ONE OF THE ISSUES WE HAVE BEEN CONCERNED WITH ON
 11:14:42 BEHALF OF LOCAL GOVERNMENTS IS THE SOVEREIGN IMMUNITY LIMIT
 11:14:46 ISSUE, WHERE THEY ARE LOOKING AT ADJUSTING SOVEREIGN
 11:14:50 IMMUNITY LIMITS.
 11:14:51 THAT BILL NOW LOOKS LIKE IT IS DEAD.
 11:14:54 IT IS DEAD NOT BECAUSE THEY DIDN'T WANT TO PASS IT.
 11:14:56 IT IS DEAD BECAUSE I THINK THE SPONSOR OF THE BILL HAS RUN

 11:14:59 INTO SOME ISSUES WITH LEADERSHIP AND I'M JUST NOT SURE HIS
 11:15:04 BILL WILL GET OVER THE FINISH LINE AS A RESULT OF IT.
 11:15:06 THERE ARE A LOT OF OTHER ISSUES OUT THERE.
 11:15:11 PERMITLESS GUNS.
 11:15:14 CHOICE, AND RIGHT TO LIFE AND THE LIKE.
 11:15:18 BUT AT THIS POINT, I THINK WE'LL STOP.
 11:15:21 MR. MAYOR, MANAGER, COMMISSIONERS, IF YOU HAVE QUESTIONS FOR
 11:15:25 ANY OF US, I THINK PROBABLY BETWEEN THE TWO FIRMS WE CAN
 11:15:29 PRETTY MUCH ANSWER ANYTHING THAT'S EITHER BUDGET OR
 11:15:32 SUBSTANTIVE RELATED.
 11:15:44 >>Mayor Arroyo: ANY COMMENTS?
 11:15:45 MAYBE, STEVE, YOU CAN SHED SOME LIGHT.
 11:15:50 >>Steven Sarkozy: YES, FIRST OFF, I THINK WE'RE IN A VERY
 11:15:52 GOOD POSITION COMPARED TO WHERE WE HAVE BEEN IN THE PAST.
 11:15:55 OUR 2022 ALLOCATION OF 1.75 MILLION WAS THE FIRST SUCCESSFUL
 11:16:02 REQUEST FROM THE LEGISLATURE.
 11:16:08 AS RON AND LENA MENTIONED, WE ARE NOW IN FOR 3.75 MILLION
 11:16:12 FOR THE COMING YEAR.
 11:16:13 THAT SOUNDS GOOD, AND IT IS GOOD.
 11:16:16 BUT WE'VE GOT SOME BIG-TICKET ITEMS, PARTICULARLY SEPTIC TO
 11:16:20 SEWER THAT WE'RE TRYING TO FUND.
 11:16:24 AND THAT LEAVES A LOT OF MONEY -- IT COVERS ABOUT A QUARTER
 11:16:28 OF THE COST IN SOME OF THESE HOMEOWNER CASES, AND WE'RE
 11:16:32 TRYING TO GET AS MUCH MONEY INTO THE SYSTEM TO HELP THE

11:16:35 HOMEOWNERS AS WE POSSIBLY CAN.

11:16:38 BUT AT THIS POINT, 75% OF THE COST FOR EACH HOME IS STILL
 11:16:42 BEING BORN BY HOMEOWNERS.
 11:16:45 OUR MISSION IS NOT OVER.
 11:16:50 WE NEED TO GET ADDITIONAL FUNDING TO TRY TO HELP THEM OUT IN
 11:16:56 ORDER TO MAKE THAT A SUCCESSFUL PROJECT.
 11:16:58 >>Mayor McLain: SO THERE ARE NO LIMITATIONS TO FINDING
 11:17:01 ADDITIONAL FUNDING TO HELP OUT THIS SEPTIC TO SEWER?
 11:17:05 >>Steven Sarkozy: WELL, YOU MENTIONED ONE IS THE RESILIENCY
 11:17:11 PACKAGE THAT IS BEING DEBATED.
 11:17:13 THAT WILL COME INTO FOCUS AND PROVIDE SOME FUNDING
 11:17:17 GUIDELINES FOR THE \$1.1 BILLION IN THE COMMUNITY DEVELOPMENT
 11:17:22 BLOCK GRANT PROGRAM, A DISASTER RECOVERY AREA, THAT WE'LL
 11:17:28 KNOW MORE ABOUT THE FIRST OF DECEMBER OF THIS YEAR.
 11:17:30 AND THEN THE \$350 MILLION HURRICANE IMPACT TO THE FUNDS WERE
 11:17:38 ALREADY PART OF THAT PROCESS.
 11:17:41 AND THERE'S SOME QUESTION OF WHERE THAT CAN STILL BE USED,
 11:17:45 BUT WE'RE ACTIVELY INVOLVED IN THAT EFFORT.
 11:17:49 >> RON: MR. MAYOR, REMIND YOU, THERE IS THE CDBG POT OF
 11:17:53 MONEY THAT'S AVAILABLE AND A LOT OF THE RESILIENCY GRANTS
 11:17:57 AND THE SEPTIC TO SEWER STUFF, A LOT OF THAT WILL HAPPEN
 11:18:00 AFTER THE SESSION AS MANAGER DESCRIBED IT IN THESE LARGER
 11:18:05 POTS OF MONEY THAT THEY ARE GIVING THE GOVERNOR THE
 11:18:07 FLEXIBILITY TO DO AWARDS OF.
 11:18:09 AND HE'S BEEN EXTREMELY SWIFT, PROMPT IN DOING IT BASED ON
 11:18:15 WHAT THEY BELIEVE ARE THE PRIORITIES, AND I THINK THERE'S

11:18:19 UNQUESTIONABLY AN UNDERSTANDING THAT SOUTHWEST FLORIDA IS IN
 11:18:25 NEED GREATER THAN MANY OTHER AREAS OF THE STATE.
 11:18:27 YOU'RE PRIORITIZED AND I THINK WE WILL SEE MORE
 11:18:32 OPPORTUNITIES AS WE MOVE ON.
 11:18:40 >>Mayor McLain: OUR CITY ATTORNEY HAS GOT SOME COMMENTS.
 11:18:42 >>Robert Eschenfelder: MAYOR AND COUNCIL MEMBERS, WHILE YOU
 11:18:44 HAVE YOUR LOBBYIST ON THE LINE, ONE OF THE BILLS THAT THEY
 11:18:50 DIDN'T ADDRESS THAT I THINK IS A GREAT DEAL OF SIGNIFICANCE
 11:18:56 MOVING FORWARD IN TERMS OF LOCAL GOVERNMENT, BODIES TRYING
 11:18:59 TO DO THE WILL OF THEIR LOCAL CONSTITUENTS, SENATE BILL 170,
 11:19:06 AND THAT'S PASSED THE SENATE AND IT APPEARS TO BE GOING TO
 11:19:13 PASS THE HOUSE.
 11:19:14 I DON'T KNOW IF THE LOBBYISTS WANT TO SPEAK TO IT, BUT IT IS
 11:19:17 A SEA CHANGE IN HOW LOCAL GOVERNMENTS ARE ABLE TO ADOPT
 11:19:21 ORDINANCES.
 11:19:23 IN ADDITION TO REQUIRING US TO DO AN ECONOMIC IMPACT
 11:19:27 STATEMENT AND ESTIMATE HOW MUCH ANY GIVEN ORDINANCE IS GOING
 11:19:31 TO COST THE PROFITABILITY OF BUSINESSES OR WHATNOT.
 11:19:36 IT ALSO ALLOWS BUSINESSES TO SUE LOCAL GOVERNMENT IF THE
 11:19:40 BUSINESS FEELS THAT THE ORDINANCE IS ARBITRARY OR

11:19:46 UNREASONABLE, HOW IT'S GOING TO BE INTERPRETED, I DON'T
 11:19:50 KNOW.
 11:19:50 THAT IS A COMPLETE DEPARTURE FROM THE CONSTITUTIONAL
 11:19:54 STANDARDS THAT WE'VE USED FOR DECADES IN TERMS OF JUDGING
 11:19:58 WHETHER AN ORDINANCE IS RATIONALLY RELATED TO A LEGITIMATE

 11:20:01 GOVERNMENT INTEREST.
 11:20:03 SO I ANTICIPATE THAT THERE'S GOING TO BE A TON OF
 11:20:05 LITIGATION.
 11:20:07 THE LAW IS GOING TO ALLOW ANYBODY WHO WANTS TO SUE TO THEN
 11:20:10 ALSO DEMAND THAT THE ORDINANCE BE SUSPENDED FROM
 11:20:14 ENFORCEMENT.
 11:20:15 AND, OF COURSE, AS WITH A LOT OF THESE BILLS, THERE ARE
 11:20:19 ATTORNEY FEES THAT ARE AWARDED IF THE CHALLENGING BUSINESS
 11:20:23 PREVAILS IN GETTING A COURT TO DECLARE THAT AN ORDINANCE IS
 11:20:28 ARBITRARY AND UNREASONABLE.
 11:20:30 I DON'T KNOW IF YOUR LOBBYISTS WANT TO TALK ABOUT WHAT MIGHT
 11:20:34 HAVE BEEN DONE BY THEM OR OTHER FOLKS TO TRY TO GET SOME
 11:20:37 DEFINITIONS THERE OR HOW THEY SEE THAT GOING.
 11:20:42 INASMUCH AS THEY DIDN'T COVER IT, I THINK THAT IS A BIG,
 11:20:45 HUGE BILL THAT WE ALL NEED TO BE AWARE OF BECAUSE IT'S GOING
 11:20:48 TO BE EFFECTIVE OCTOBER 1, AND WE'LL HAVE TO START OBEYING
 11:20:51 IT.
 11:20:53 >> RON: I WOULD SAY, MR. CITY ATTORNEY, YOU ARE CORRECT.
 11:20:56 SHAME ON ME.
 11:20:57 I FRANKLY DIDN'T TOUCH THAT OR ANY OF THE OTHER PREEMPTIONS
 11:21:00 OF WHICH THERE WILL BE MANY THAT ULTIMATELY PASS.
 11:21:04 MANY THAT FALL INTO THE GARBAGE CAN AS WELL.
 11:21:07 FRANKLY, THE LIVE LOCAL BILL 102 THAT LENA TALKED ABOUT, THE
 11:21:13 HOUSING BILL, HAS SOME PREEMPTIONS IN IT.
 11:21:16 I DON'T THINK ANY OF THOSE PREEMPTIONS FRANKLY ARE TERRIBLY

 11:21:19 OFFENSIVE.
 11:21:19 WE DON'T LIKE ANY PREEMPTIONS AND WE FIGHT THEM ALL.
 11:21:22 THAT'S FIRST OF ALL.
 11:21:24 SECOND OF ALL WE WORK WITH THE FLORIDA LEAGUE TO OPPOSE ALL
 11:21:27 PREEMPTIONS AND WE CERTAINLY HAVE WORKED WITH THE LEAGUE ON
 11:21:32 170.
 11:21:32 WE HAVE HISTORICALLY TAKEN THE POSITION THAT ON GLOBAL
 11:21:38 ISSUES LIKE THIS ONE, WHICH IS THE IMPACT ESTIMATE, WE'RE
 11:21:42 SUPPOSED TO COORDINATE WITH THE LEAGUE, WHICH WE DO.
 11:21:45 AND MS. BROWN FROM OUR FIRM TALKS TO THE LEAGUE ON A DAILY
 11:21:48 BASIS WITHOUT FAIL.
 11:21:50 I KNOW THAT LENA AND ROBERT DO THE SAME THING.
 11:21:53 IF EACH INDIVIDUAL LOBBYIST FOR LOCAL GOVERNMENTS ENDS UP
 11:21:59 TRYING TO NEGOTIATE THEIR OWN DEALS, IT TRIPS UP THE LEAGUE.
 11:22:03 SO WE TRY TO TAKE OUR LEAD OFF OF WHERE THEY ARE GOING ON
 11:22:07 ISSUES.

11:22:08 I WOULD SAY TO YOU, MR. CITY ATTORNEY, THAT BILL, WHEN IT
 11:22:12 BECOMES LAW, WILL BE ONE OF THE MOST HORRIBLE THINGS TO EVER
 11:22:16 HAPPEN TO LOCAL GOVERNMENT AND NOBODY HAS A CLUE HOW
 11:22:20 DAMAGING AND HOW DAMNING IT'S GOING TO BE.
 11:22:23 NOW, THAT SAID, THEY HAVE SAID REPEATEDLY THAT BASICALLY
 11:22:30 ANYBODY WITHIN THE CITY CAN DO THOSE IMPACT STATEMENTS.
 11:22:34 YOU DON'T HAVE TO GO TO AN OUTSIDE ACCOUNTING FIRM.
 11:22:37 DON'T HAVE TO GO TO AN AUDIT FIRM, DON'T HAVE TO GO TO AN
 11:22:41 ENGINEERING FIRM.

11:22:43 YOU CAN DO IT, I DON'T WANT TO SAY ON THE BACK OF A NAPKIN,
 11:22:46 BUT THEY DON'T HAVE TO BE SOPHISTICATED IMPACT STATEMENTS.
 11:22:50 NONETHELESS, THEY ARE REQUIRED.
 11:22:52 NONETHELESS, I COULDN'T AGREE MORE WITH THE CITY ATTORNEY.
 11:22:55 WE HAVE CREATED A COTTAGE INDUSTRY FOR LAWYERS ON THIS ISSUE
 11:23:03 BECAUSE THERE WILL BE LITIGATION.
 11:23:05 THERE IS AN ATTORNEY FEE CAP, I BELIEVE -- \$50,000.
 11:23:13 LAWYER WILL RUN THROUGH THAT REAL FAST.
 11:23:18 I THINK THOSE IMPACTS ARE GOING TO BE SIGNIFICANT.
 11:23:21 THEY TRIED TO PASS THIS BILL LAST YEAR.
 11:23:23 IT DID NOT GO.
 11:23:25 IT'S A BAD BILL AND, AGAIN, I THINK WE HAVE THAT COVERED IN
 11:23:32 THE REPORTS THAT WE'RE PROVIDING TO THE CITY WEEKLY.
 11:23:35 WE TRY TO GET THE MANAGER A REPORT FRIDAY, SATURDAY, SUNDAY,
 11:23:39 EACH WEEK OF THE SESSION AND REMIND YOU ALL THAT IF THERE IS
 11:23:45 ANY ISSUE THAT YOU SEE, THAT YOU WANT EITHER OF OUR FIRMS,
 11:23:49 BOTH OF OUR FIRMS COVERING, WHETHER YOU SEE IT IN THE
 11:23:53 REPORTS WEEKLY, YOU SEE IT IN THE PRESS, YOU HEAR IT FROM
 11:23:57 YOUR NEXT-DOOR NEIGHBOR OR THE GUY OR GAL DOWN THE STREET,
 11:24:01 ALL YOU HAVE TO DO IS HAVE THE MANAGER SEND US THOSE ISSUES,
 11:24:08 A, TO CONTINUE TO TRACK, B, OPPOSE, OR ADVOCATE FOR AND, C,
 11:24:13 FOR INCLUSION IN OUR REPORTS SO THAT WEEKLY YOU CAN BE KEPT
 11:24:17 UP TO SPEED ON THOSE ISSUES.
 11:24:18 AND I APOLOGIZE FOR LEAVING 170 OUT.
 11:24:23 IT'S A GLARING OMISSION ON MY PART.

11:24:25 I APOLOGIZE.
 11:24:26 IT'S A BAD BILL.
 11:24:31 >>Mayor McLain: I'VE GOT A QUESTION ON THAT BILL.
 11:24:33 HAS THAT THEN PASSED OR IS IT MOVING FORWARD?
 11:24:37 >> IT HAS PASSED THE SENATE --
 11:24:41 [ENCODER LOSS - EEG NETWORK FAILURE]
 11:25:19 >>Jim Ward: -- ARE THERE OTHER MUNICIPALITIES LOOKING FOR
 11:25:22 SEPTIC TO SEWER APPROPRIATIONS?
 11:25:24 >> YES, YES, AND YES.
 11:25:28 AND YES, YES, YES AGAIN.
 11:25:33 IT IS A SIGNIFICANT PRIORITY OF THE GOVERNOR'S.
 11:25:35 A SIGNIFICANT PRIORITY OF LEGISLATIVE LEADERSHIP, AND I

11:25:38 DON'T KNOW OF A COMMUNITY IN 67 COUNTIES NOT LOOKING FOR
 11:25:42 SEPTIC TO SEWER AND RESILIENCY MONIES.
 11:25:46 >> LENA: RIGHT.
 11:25:48 COMMISSIONER, TO GIVE YOU AN IDEA, THERE IS ALWAYS A POT OF
 11:25:51 MONEY AVAILABLE FOR WATER PROJECTS.
 11:25:53 IT IS NOT DECIDED UNTIL THE VERY END.
 11:25:54 AND AT THIS STAGE, THE HOUSE HAS SET ASIDE 165 MILLION IN
 11:25:59 WATER PROJECT DOLLARS FOR 153 PROJECTS AND THE SENATE HAS
 11:26:03 \$181 MILLION FOR 145 PROJECTS.
 11:26:07 SO, OBVIOUSLY, THOSE NUMBERS HAVE TO BE NEGOTIATED AND
 11:26:12 DECIDED, WHAT'S GOING TO BE THAT FINAL -- AND WHO MAY OR MAY
 11:26:16 NOT GET MORE MONEY IN THE POT.
 11:26:19 >> IF I COULD JUST ADD ON THAT NOTE, OF ALL THE REQUEST IS

 11:26:23 THAT COME IN FOR WATER-TYPE PROJECTS, I THINK THE REQUEST
 11:26:27 TOTAL AMOUNT IS OVER A BILLION DOLLARS.
 11:26:30 SO THE NEED IS OUT THERE.
 11:26:31 I THINK WHEN THEY HAVE A POT OF MONEY AND THE AMOUNTS LENA
 11:26:37 EXPLAINED, IT IS A FRACTION OF WHAT IS NEEDED, AND THERE'S A
 11:26:40 LOT OF NEED AND A LOT OF REQUESTS.
 11:26:43 >> YES.
 11:26:44 >>Jim Ward: THANK YOU.
 11:26:47 >> THANK YOU.
 11:26:49 ARE THERE QUESTIONS?
 11:26:52 >>Mayor McLain: I DON'T SEE ANY QUESTIONS ON OUR END.
 11:26:54 WE DO APPRECIATE THE WEEKLY UPDATES.
 11:27:03 THEY ARE, I GUESS, FROM A LAYMAN'S STANDPOINT, THEY CAN BE A
 11:27:06 LITTLE CONFUSING SO THAT THE MORE YOU CAN PUT IN LAYMAN'S
 11:27:10 TERMS WHEN YOU REPORT OUT, PROBABLY THE BETTER.
 11:27:14 >> RON: OVER MY SHOULDER, MS. BROWN DOESN'T LEAVE THE
 11:27:18 OFFICE UNTIL SHE FINISHES HER WEEKLY REPORTS TO OUR CLIENTS.
 11:27:22 ALL OF THESE REPORTS ARE DONE DIRECTLY FOR THE CLIENT WE
 11:27:27 REPRESENT.
 11:27:27 SO WHAT YOU'RE GETTING ARE THINGS THAT ARE SUPPOSED TO
 11:27:30 MATTER TO YOU.
 11:27:32 IF YOU SEE SOMETHING, WE'RE NOT GIVING YOU AS MUCH DETAIL AS
 11:27:35 YOU WANT ON, I ASSURE YOU WE WILL ADD TO IT IF YOU LET US
 11:27:40 KNOW WHERE YOU THINK WE ARE NOT GIVING YOU AS MUCH AS YOU
 11:27:43 WANT.

 11:27:43 WE UNDERSTAND THE LAYMAN TERMS PIECE OF IT, AND WE WILL
 11:27:48 CONTINUE TO WORK TO IMPROVE ON THAT.
 11:27:52 I WANT TO SAY ON BEHALF OF BOTH OF OUR FIRMS, FIRST OF ALL,
 11:27:55 IT'S NICE TO HAVE A PARTNERSHIP FIRM THAT WE REALLY ENJOY
 11:28:00 WORKING WITH AND HAVE THAT WORKING RELATIONSHIP WITH
 11:28:05 MS. JUAREZ AND ROBERT.
 11:28:08 IT IS A PLEASURE.
 11:28:09 NUMBER TWO, IT IS GREAT TO WORK WITH YOUR ADMINISTRATION.

11:28:12 NUMBER THREE, WE ARE SIMPLY PROUD TO REPRESENT YOU AND WE
 11:28:16 WILL CONTINUE TO WORK TIRELESSLY TO NOT ONLY KILL THE BAD
 11:28:21 STUFF BUT GET GOOD THINGS LIKE YOUR PROJECTS FULLY FUNDED
 11:28:24 BEFORE WE'RE DONE.
 11:28:27 >>Mayor McLain: THANK YOU.
 11:28:28 WE HAVE NEW COUNCIL MEMBERS HERE AND EXISTING COUNCIL
 11:28:31 MEMBERS, I WOULD, AS YOU READ THESE, I THINK ALL OF OUR
 11:28:35 COMMUNICATIONS SHOULD GO TO STEVE, OUR VILLAGE MANAGER AND
 11:28:42 VILLAGE MANAGER TO OUR CONSULTANT FIRMS JUST TO STREAMLINE
 11:28:45 THE COMMUNICATION AND AVOID SUNSHINE LAW MAYBE ISSUES COULD
 11:28:51 BE IN THERE IF WE DISCUSS IT.
 11:28:52 I WOULD ENCOURAGE YOU TO DO THE BEST TO UNDERSTAND WHAT WE
 11:28:57 READ AND IF YOU DON'T UNDERSTAND, MAYBE STEVE CAN HELP.
 11:29:00 AND IF HE CAN'T, THEN WE'LL GO BACK TO THE SOURCE AND TRY TO
 11:29:04 GET THE BEST INFORMATION.
 11:29:06 I'VE BEEN AROUND REALLY JUST LAST YEAR AND THIS YEAR, WE'VE
 11:29:12 HAD SOME VERY ACTIVE REPORTING BACK ON THIS, AND IT IS

 11:29:15 CONFUSING.
 11:29:15 IT IS QUICK, AND THERE'S AN AWFUL LOT OF NEGOTIATIONS GOING
 11:29:19 ON UP THERE.
 11:29:20 THEY DON'T HAVE SUNSHINE LAW FOR STATE LEGISLATURE.
 11:29:24 IN MY MIND, YOU NEVER KNOW UNTIL THE GOVERNOR HAS APPROVED
 11:29:32 IT, SO IT CAN GO THROUGH ALL THE PROCESSES AND AT THE LAST
 11:29:36 MINUTE FOR WHATEVER REASON, IT CAN GET NIXED.
 11:29:40 SO IT'S REALLY IMPORTANT THAT WE HAVE THESE LEGISLATIVE
 11:29:43 REPRESENTATIVES THAT I THINK ARE EXTREMELY SHARP IN THIS
 11:29:48 REGARD THAT THEY KEEP US INFORMED OF WHAT'S GOING ON SO WE
 11:29:53 CAN DO IT.
 11:29:54 IT'S GREAT TO HAVE THEM UP THERE.
 11:29:55 WE APPRECIATE THE SERVICE YOU'RE DOING AND WE'RE HOPING FOR
 11:30:01 OBVIOUSLY AS MANY QUALIFIED DOLLARS AS WE CAN GET TO IMPROVE
 11:30:05 WHAT'S GOING ON IN ESTERO.
 11:30:09 >> THANK YOU AGAIN.
 11:30:09 WE REALLY APPRECIATE IT, MAYOR.
 11:30:11 >> YES, THANK YOU VERY MUCH.
 11:30:12 >>Steven Sarkozy: THANK YOU, LENA AND RON.
 11:30:14 BACK TO THE FIGHT.
 11:30:17 >> WE'RE ON OUR WAY.
 11:30:18 THAT'S WHY WE HAVE OUR FLACK JACKETS ON.
 11:30:29 [ENCODER LOSS - EEG NETWORK FAILURE]
 [CAPTIONER IS USING THE VILLAGE OF ESTERO'S STREAMING VIDEO
 FOR AUDIO.]
 11:34:58 >> -- I THINK WE SHARED THIS WITH COUNCIL IN OUR EARLIER
 11:35:02 DISCUSSIONS AND BRIEFINGS BUT I THINK REMISS NOT TO RESTATE
 11:35:05 A COUPLE OF THOSE.
 11:35:06 I THINK IT'S VERY IMPORTANT.
 11:35:07 OUR VIEW HAS BEEN ALL ALONG, AS WE'VE CONSIDERED THIS

11:35:12 DIRECTION FOR THE VILLAGE IS TO FOLLOW THE OPEN SPACE MASTER
 11:35:16 PLAN AS OUR BIBLE, IF YOU WILL.
 11:35:22 AND TO CONSIDER THIS VILLAGE CENTER HUB TO BE A CORE
 11:35:30 PRINCIPLE AND FINDING THESE PRIVATE PARTNERS, AS STEVE
 11:35:33 MENTIONED, IT DOES TWO THINGS FOR US OR TWO SPECIFIC GOALS
 11:35:37 WE'RE TRYING TO ACCOMPLISH.
 11:35:39 ONE IS TO MAINTAIN CONTROL OF THE LAND THAT WE ACQUIRED AND
 11:35:43 THAT THE VILLAGE OWNS AND CONTROL THE PROCESS BY WHICH
 11:35:47 EVERYTHING IS CONDUCTED.
 11:35:48 SO OUR STRUCTURE, AS WE KEEP IN MIND, AS WE CONSIDER THESE
 11:35:52 VARIOUS DIFFERENT OPPORTUNITIES WITH PRIVATE PARTNERS
 11:35:54 THROUGH THE P-3 STATUTE IS TO MAXIMIZE CONTROL OF OUR REAL
 11:35:59 ESTATE, CONTROL OF OUR LAND AND MOST IMPORTANTLY, CONTROL OF
 11:36:02 THE VILLAGE CENTER HUB AND HOW IT FUNCTIONS FOR THE VILLAGE
 11:36:06 OF ESTERO AND FOR OUR RESIDENTS.
 11:36:07 SECOND IS TO FIND A STRUCTURE THAT ALLOWS FOR OUR PRIVATE
 11:36:14 PARTNERS TO HELP CONTRIBUTE TO THE COMMUNITY IN MULTIPLE
 11:36:18 DIFFERENT WAYS.
 11:36:19 ONE IS TO PROVIDE PRIVATE THIRD PARTY OPERATION STAFF TO
 11:36:27 EXECUTE SOME OF THE PROGRAMMING THAT WE WANT RATHER THAN

 11:36:29 BUILDING IN-HOUSE STAFF.
 11:36:30 SECOND IS TO PROVIDE A REVENUE STREAM THAT WILL ALLOW US TO
 11:36:37 TAKE OUR RETURN ON OUR INVESTMENT TO DATE AND THE STRUCTURE
 11:36:40 AND ALLOW US TO CREATE A SIGNIFICANT AS WE CAN REVENUE
 11:36:44 STREAM TO HELP PAY FOR ADDITIONAL PROGRAMMING THAT WE WANT
 11:36:48 FOR COMMUNITY RESIDENTS, MULTIGENERATIONALLY, WHETHER
 11:36:53 SENIORS OR YOUTH ALIKE.
 11:36:55 THAT WAY, PROGRAMMING THAT WE INTRODUCE TO ENHANCE THE
 11:36:59 LIFESTYLE AND LIVES OF OUR RESIDENTS CAN BE SUPPLEMENTED
 11:37:04 BOTH BUT PRIVATE SECTOR PARTNER STAFF FOR THAT DELIVERY AS
 11:37:07 WELL AS A REVENUE STREAM TO PAY FOR IT SO THAT WE'RE NOT,
 11:37:10 EXCUSE THE PUN, TAXING OUR OWN RESIDENT BASE FOR THAT
 11:37:14 ADDITIONAL PROGRAMMING SERVICES.
 11:37:15 SO THOSE ARE SOME OF THE TENETS, IF YOU WILL, THAT WE'VE
 11:37:18 BEEN KIND OF WORKING BY AS A RULE, AS WE'VE APPROACHED THIS
 11:37:25 PROCESS.
 11:37:25 THE OTHER THING I WOULD LIKE TO REMIND THE COUNCIL IN OUR
 11:37:33 PROCESS, WE ARE TRYING TO KEEP IN BALANCE THREE DIFFERENT
 11:37:38 DIALS TO ITERATIVELY WORK OUR WAY THROUGH THE PROCESS TO
 11:37:43 DATE AND OVER THE NEXT SEVERAL WEEKS TO CONCLUDE IT.
 11:37:47 [EEG NETWORK CONNECTED - CAPTIONER USING ENCODER AUDIO.]
 11:37:49 -- NOT PROGRAM DELIVERY DIRECT FROM EACH OF THESE POTENTIAL
 11:37:53 PARTNERS TO THE COMMUNITY AND TO ITS CUSTOMER BASE, BUT AN
 11:38:00 INTEGRAL RELATIONSHIP OF TWO OR THREE OF THESE DIFFERENT
 11:38:00 PARTNERS TOGETHER, SO WHEN IT'S ALL DONE, THIS DISTRICT, IF

 11:38:05 YOU WILL, THAT'S CREATED WITHIN THE VILLAGE CENTER HUB WITH

11:38:06 TWO POTENTIALLY THREE PARTNERS BLENDS TOGETHER WELL SO TO
 11:38:14 THE CUSTOMER AND COMMUNITY, THEY FUNCTION AS --
 11:38:35 [ENCODER LOSS - EEG NETWORK FAILURE]
 [CAPTIONER USING THE VILLAGE OF ESTERO'S STREAMING VIDEO FOR
 AUDIO.]

11:41:09 >> -- IT IS TO GET OUR SLEEVES ROLLED UP AND GET MORE
 11:41:13 SPECIFIC AS YOU SEE ON THE MATRIX IN FRONT OF YOU AND THAT
 11:41:16 I'M SURE YOU HAVE IN YOUR PACKETS.
 11:41:18 BUT TO GET MORE SPECIFIC WITH EACH OF THOSE THREE TERMS,
 11:41:22 FINANCIAL TERMS, PROGRAMMING, AND LAND PLANNING TO
 11:41:27 UNDERSTAND EXACTLY WHERE WE ARE SO WE CAN COME BACK TO THE
 11:41:32 COUNCIL WITH VERY SPECIFIC TERM SHEETS, IF YOU WILL, THAT WE
 11:41:38 WOULD RECOMMEND FOR FORMAL APPROVAL AND PRESENTATION.
 11:41:40 ONE IS A DIRECT CAP RATE OR RETURN ON THE INVESTMENT MADE
 11:41:56 AND BEING ASKED FOR FROM US AS A VILLAGE, WHETHER IT'S THE
 11:42:03 GROUND LEASING OF LAND OR IT'S THE CONSTRUCTION AND
 11:42:08 DEVELOPMENT OF PUBLIC ASSETS, PICKLEBALL, THAT YOU'LL SEE
 11:42:13 IMPLICIT HERE.
 11:42:14 BUT BEING ABLE TO SPECIFICALLY COME UP WITH A RETURN RATE ON
 11:42:17 OUR INVESTMENT FOR LAND AND ANY IMPROVEMENTS THAT THE
 11:42:20 VILLAGE MAY BE ASKED TO CONTRIBUTE IS ONE VERY SPECIFIC
 11:42:26 PIECE OF THE COMPONENT.
 11:42:27 THE SECOND COMPONENT OF THE FINANCIAL RETURN ON INVESTMENT
 11:42:31 IS IN A PERCENTAGE OF GROSS OR NET REVENUES BEING GENERATED,

11:42:37 BOTH BY RECREATIONAL PROGRAMMING, PICKLEBALL, MINIATURE
 11:42:42 GOLF, ET CETERA, OR ANY OF THE TOPLINE REVENUES ASSOCIATED
 11:42:45 WITH OUR PRIVATE SECTOR BUSINESS OPERATIONS.
 11:42:48 AND THAT WAY, AT THE END OF THE DAY, AS WE CONSIDER THE
 11:43:36 BROADER LONGER TERM EVOLUTION OF THE ENTIRE VILLAGE CENTER
 11:43:40 HUB, WE HAVEN'T GIVEN AWAY CONTROL OR OWNERSHIP OR
 11:43:45 MANAGEMENT OF A SIGNIFICANT KEY 20-ACRE SITE IN THE MIDDLE
 11:43:48 OF ALL OF THAT.
 11:43:49 THOSE ARE THE THREE ELEMENTS WE CONTINUE TO DEFINE IN OUR
 11:43:57 DISCUSSIONS AND NEGOTIATIONS WITH RESPECT TO FINANCIAL
 11:44:01 RETURN AND RETURN ON INVESTMENT.
 11:44:02 THE SECOND MAJOR ASPECT IN OUR NEGOTIATIONS AND DISCUSSIONS
 11:44:06 HAS BEEN IN THE WAY OF COMMUNITY ACCESS AND COMMUNITY
 11:44:10 PROGRAMMING.
 11:44:10 HOW DO WE AS A VILLAGE ENSURE THAT ESTERO RESIDENTS, GIVEN
 11:44:18 OUR CONTRIBUTION OF CREATING THIS OPPORTUNITY, HOW DO WE
 11:44:22 BUILD INTO THIS STRUCTURE AN OPPORTUNITY FOR OUR COMMUNITY
 11:44:27 TO HAVE PRIORITY ACCESS?
 11:44:28 ALL OF THE PARTNERS HAVE BEEN MORE THAN WILLING TO REACH A
 11:44:36 MUTUAL AGREEMENT AND STRUCTURE THAT ALLOWS EITHER PRIORITY
 11:44:40 ACCESS OR SIGNIFICANT DISCOUNTING OR BOTH IN SOME
 11:44:46 COMBINATION TO ESTERO RESIDENTS, ESPECIALLY IN CERTAIN HOURS
 11:44:49 THAT ARE NOT HIGH DEMAND AND HIGH REVENUE PRODUCING HOURS,

11:44:52 WHICH A NUMBER OF OUR PARTNERS WOULD EXPERIENCE.
 11:44:55 THE SECOND THING THAT WE ARE FOCUSED ON IN THAT REGARD IS

11:45:01 THEIR COMMUNITY OUTREACH, NOT JUST TO OUR RESIDENTS BUT TO
 11:45:05 OUR 501(C)(3) NOT FOR PROFIT AND CHARITABLE GROUPS WITHIN
 11:45:09 THE COMMUNITY, AND WE ARE WORKING INTO THE STRUCTURE AND TO
 11:45:15 THE CONCEPT HERE THAT EACH OF THEM WOULD PROVIDE AND AGREE
 11:45:22 TO A CERTAIN MINIMUM AMOUNT OF ACCESS TO THEIR RESPECTIVE
 11:45:28 VENUES, SPECIFICALLY FOR CHARITABLE GROUPS AND NOT FOR
 11:45:34 PROFITS IN OUR AREA TO BENEFIT FROM SOME OF THE PROGRAMMING
 11:45:39 FOR THE BENEFIT OF THEIR RESPECTIVE NOT FOR PROFIT GROUPS.
 11:45:43 AGAIN, ALL OF THEM HAVE BEEN VERY ACCOMMODATING IN THOSE
 11:45:49 DISCUSSIONS AS WE CONTINUE TO REFINE THEM.
 11:45:51 AND GOING INTO THIS NEXT ROUND.
 11:45:55 OUT OF ALL OF THIS, WE REALLY COME DOWN TO, I THINK, FOR
 11:46:02 DISCUSSION THIS MORNING, BEFORE WE TAKE THESE NEXT STEPS WE
 11:46:07 HAVE LOSING OF OUR LAND PLAN AND PROGRAMMING AND FINANCIAL
 11:46:12 TERM DISCUSSIONS, WE REALLY COME DOWN TO, I THINK, TWO
 11:46:15 REALLY DECISION POINTS, ONE OF WHICH I THINK AT THIS POINT
 11:46:20 IS FAIR TO SAY, WE AS YOUR CONSULTING TEAM FEEL RELATIVELY
 11:46:25 CONFIDENT TO RECOMMEND -- WE HAVE TO MAKE A DECISION BETWEEN
 11:46:29 OBVIOUSLY TWO RATHER COMPETITIVE PROPOSALS ON THE PICKLEBALL
 11:46:34 FRONT BETWEEN A GROUP CALLED PICKLE AND SOCIAL OUT OF
 11:46:38 ATLANTA, GEORGIA, AND THE OTHER PRIVATE OPPORTUNITY PARTNER
 11:46:45 CHICKEN AND PICKLE BASED IN KANSAS CITY, KANSAS.
 11:46:50 AND THAT'S SOMETHING I THINK WE'LL WANT TO GET INTO A LITTLE
 11:46:52 BIT HERE IN A LITTLE BIT MORE DETAIL AND I THINK BE IN A
 11:46:57 POSITION TO MAKE RECOMMENDATION TO THE COUNCIL ON TODAY.

11:47:03 THE OTHER DISCUSSION I THINK THAT WE WOULD LOVE TO HAVE MORE
 11:47:07 ROBUST DISCUSSION ON AND INTERACTIVE DISCUSSION BETWEEN US
 11:47:12 TODAY AND BETWEEN ALL OF YOU IS ON THIS ALTERNATIVE WE'VE
 11:47:16 ALL TALKED ABOUT OF WHAT WE DO WITH THE DRIVING RANGE ASSET
 11:47:20 THAT WE ALREADY HAVE.
 11:47:21 I THINK IT'S IMPORTANT IF WE POINT OUT AND GO TO THE THIRD
 11:47:29 DIAL WE TALKED ABOUT AND THAT IS THE LAND PLAN, IT'S BECOME
 11:47:32 VERY CLEAR AS WE'VE BEEN WORKING WITH THAT DIAL IN CONCERT
 11:47:39 WITH THE OTHER TWO, WE CAN'T GET EVERYTHING TO FIT ON A
 11:47:42 20-ACRE SITE, KEEPING THE DRIVING RANGE AND ADDING THREE OF
 11:47:46 THE FOUR PRIVATE SECTOR PARTNERS.
 11:47:48 I THINK THAT PUTS US IN A POSITION TO SUGGEST THAT WE WOULD
 11:47:54 LIKELY HAVE TO MAKE A DECISION BETWEEN THE DRIVING RANGE AND
 11:47:59 ONE OR MORE OF THE PRIVATE PARTNERS JUST TO GET EVERYTHING
 11:48:03 TO PHYSICALLY FIT ON THE SITE.
 11:48:06 AGAIN, I WOULD BE REMISS NOT TO POINT OUT AS THE CONCEPT
 11:48:11 PLANS HAVE EVOLVED, ONE IMPORTANT ELEMENT, AND THAT IS THAT
 11:48:17 EVERYONE INVOLVED, INCLUDING I THINK VILLAGE STAFF, ARE
 11:48:23 RECOMMENDING THAT THE MAJOR INGRESS/EGRESS POINT AND POINT

11:48:27 OF ACCESS TO THE SITE BE OFF OF VIA COCONUT FROM THE
 11:48:32 NORTHWEST VERSUS OFF OF WILLIAMS ROAD FROM THE SOUTH FOR A
 11:48:35 VARIETY OF DIFFERENT REASONS.
 11:48:36 AND WE CAN GET INTO THAT IN MORE DETAIL LATER, BUT I THINK
 11:48:41 AS YOU AT LEAST VISUALIZE OR TRY TO VISUALIZE THE
 11:48:44 CONVERSATION WE'RE ABOUT TO HAVE IN TERMS OF EVERYTHING

 11:48:46 FITTING ON-SITE, IT'S IMPORTANT TO RECALL THAT WE'RE GOING
 11:48:51 TO BE LOOKING AT A PRIMARY ACCESS POINT FROM THE NORTHWEST
 11:48:54 SIDE VERSUS FROM THE SOUTH SIDE.
 11:48:56 AS WE FINALIZE SOME OF THE SITE AND LAND PLANNING
 11:49:01 ALTERNATIVES.
 11:49:01 THE LOW-HANGING FRUIT REALLY, I BELIEVE IS THAT THE CHOICE
 11:49:06 ALMOST COMES DOWN FROM A PHYSICAL SITE CONSTRAINT
 11:49:10 PERSPECTIVE OF HAVING TO PROBABLY CHOOSE BETWEEN THE CRYSTAL
 11:49:13 LAGOONS PRIVATE PARTNER OPTION VERSUS INSTEAD MAINTAINING
 11:49:20 THE DRIVING RANGE COMPONENT.
 11:49:23 THOSE ARE PROBABLY THE TWO EITHER-OR SCENARIOS AS WE'VE DONE
 11:49:29 SOME OF THE CONCEPTUAL LAND PLANNING.
 11:49:30 WE BELIEVE THAT A PICKLEBALL PARTNER AND HIGH FIVE
 11:49:34 ENTERTAINMENT PARTNER DO FIT, EITHER WITH THE CRYSTAL
 11:49:36 LAGOONS OPTION OR THE DRIVING RANGE PROGRAMMING OPTION
 11:49:41 PHYSICALLY ON-SITE, BUT IT'S MORE THAN LIKELY GOING TO HAVE
 11:49:44 TO BE, SO WE'D LIKE TO HAVE THAT DISCUSSION MORE AND SEE
 11:49:48 WHERE THE COUNCIL IS IN KIND OF DISCUSSING THROUGH THOSE
 11:49:53 ALTERNATIVES.
 11:49:54 COMING BACK TO THE MORE DEFINITIVE POINT BETWEEN PICKLEBALL
 11:49:58 PARTNERS, TO US I THINK IT'S RIGHT NOW BASED ON THE
 11:50:01 DISCUSSIONS AND NEGOTIATIONS.
 11:50:03 IT'S A FAIRLY CLEAR BINARY DECISION POINT BETWEEN THE TWO.
 11:50:10 NEEDLESS TO SAY AT ANY GIVEN SWOT ANALYSIS, THERE ARE
 11:50:17 ARGUMENTS ON BOTH SIDES, BUT I THINK FROM WHAT EACH GROUP IS

 11:50:23 ABLE TO COMMIT AND ABLE TO COMMUNICATE AT THIS POINT, WE
 11:50:26 BELIEVE THAT THE PICKLE AND SOCIAL GROUP OUT OF ATLANTA HAS
 11:50:31 COME A LOT FURTHER IN ASSURING TO THIS POINT THAT THEY WOULD
 11:50:39 OFFER BOTH A FINANCIAL STRUCTURE, A COMMUNITY ACCESS
 11:50:42 STRUCTURE, AND A CAM STRUCTURE THAT WOULD CLEARLY PROVIDE A
 11:50:49 MUCH GREATER RETURN ON INVESTMENT THAN WE'VE BEEN ABLE TO
 11:50:54 GET CONFIRMED TO THIS POINT FROM CHICKEN AND PICKLE.
 11:50:58 WE'VE HAD CONVERSATIONS WITH BOTH AS RECENTLY AS ABOUT AN
 11:51:04 HOUR AGO, HOUR AND A HALF AGO.
 11:51:06 I THINK IT'S FAIR TO SAY FROM WHAT CHICKEN AND PICKLE HAS
 11:51:16 BEEN ABLE TO PROVIDE US IN THE WAY OF APPROVED, ASSURED
 11:51:21 STRUCTURE, IT WOULD BE SIGNIFICANTLY LESS THAN PICKLE AND
 11:51:29 SOCIAL.
 11:51:29 WOULD BE WHEN WE GET INTO THE FINAL NEGOTIATIONS.
 11:51:34 ON THE FLIP SIDE, THE COMPROMISE WE'RE MAKING AS YOU'LL

11:51:42 RECALL FROM EARLIER PRESENTATIONS AND CONVERSATIONS, AS WELL
 11:51:44 AS FROM EACH OF THEIR SUBMITTALS, CLEARLY, THE CHICKEN AND
 11:51:47 PICKLE IS SIGNIFICANTLY ADVANCED IN THE WAY OF MATURITY, IN
 11:51:53 THE WAY OF ORGANIZATIONAL STRUCTURE, FINANCIAL STRUCTURE,
 11:51:56 FINANCIAL CAPABILITIES, WHICH ALLOWS THEM TO BE MORE
 11:51:59 DEMANDING IN FINANCIAL NEGOTIATING AS THEY ARE LOOKING AT
 11:52:03 ESTERO VERSUS DOZENS OF OTHER COMMUNITIES TO MOVE INTO AND
 11:52:08 INCENTIVES BEING PROVIDED BY OTHERS TO ATTRACT THEM IN.
 11:52:11 IT ALLOWS THEM TO BE A LITTLE STRONGER WILLED, IF YOU WILL,
 11:52:15 IN THAT REGARD.

11:52:16 BUT I THINK IT'S FAIR TO SAY THAT RIGHT NOW, AS YOUR
 11:52:25 EXTENSION OF STAFF ADVISORS, WE WOULD RECOMMEND THAT WE
 11:52:29 INITIATE DIRECT NEGOTIATIONS AND CONVERSATIONS WITH PICKLE
 11:52:33 AND SOCIAL FIRST AS A PRIORITY.
 11:52:35 LET THE PARTIES KNOW THAT.
 11:52:37 I DO BELIEVE WE CAN RESERVE THE RIGHT IF AT ANY POINT WE
 11:52:42 FEEL UNCOMFORTABLE TO PIVOT BACK IF CHICKEN AND PICKLE WOULD
 11:52:47 BE WILLING TO DO THAT.
 11:52:48 WE'VE EXPERIENCED THAT TYPE OF PROCESS BEFORE.
 11:52:51 NOT SURE IF THEY WOULD WANT TO COME BACK IN THE ROOM OR COME
 11:52:57 BACK TO THE TABLE IN THAT EVENT.
 11:52:59 BUT I THINK WE DO -- WE DO FEEL THAT EVEN THOUGH PICKLE AND
 11:53:03 SOCIAL IS LESS ADVANCED, HAS FEWER OPERATING VENUES, THE
 11:53:12 MINDSET, THE CULTURE, AND, MORE IMPORTANTLY, THEIR ABILITY
 11:53:16 AND WILLINGNESS TO OFFER US THE TYPE OF FINANCIAL STRUCTURE
 11:53:20 THAT WE, I THINK, ARE LOOKING FOR AS ONE OF OUR CORE TENETS
 11:53:24 TO BRING REVENUE BACK INTO THE VILLAGE CENTER HUB FOR THE
 11:53:28 BENEFIT OF OUR COMMUNITY OFFERS THE BEST APPROACH FOR THE
 11:53:34 TIME BEING.
 11:53:35 SO I THINK WE'RE A LITTLE BIT MORE ADVANCED THERE AND
 11:53:38 WILLING TO MAKE THAT STRONGER RECOMMENDATION.
 11:53:39 [EEG NETWORK SHOWING SIGNS OF CONNECTIVITY. CAPTIONER IS
 11:53:39 TROUBLESHOOTING.]
 11:55:06 >>Mayor McLain: -- CONTINUE A PRIORITY EMPHASIS ON THE
 11:55:09 PICKLE AND SOCIAL.

11:55:10 ANYBODY HAVE ANY COMMENTS ON THAT?
 11:55:18 >>Jim Ward: DISCUSSIONS I HAD EARLIER, PICKLE AND SOCIAL IS
 11:55:20 MORE OF AN UPSTART COMPANY, AND IS LOOKING TO GET INTO THE
 11:55:24 BUSINESS AND IS TRYING TO BE MORE COMPETITIVE IN THAT NATURE
 11:55:29 THAN CHICKEN AND PICKLE, WHICH IS MORE ESTABLISHED AND HAS
 11:55:33 MORE PRIORITIES AND ENTITIES THAT THEY CAN GO WITH IN OTHER
 11:55:36 PARTS OF THE COUNTRY.
 11:55:37 SO I THINK PICKLE AND SOCIAL IS TRYING TO MAKE INROADS INTO
 11:55:41 THIS BUSINESS AND BEING MUCH MORE COMPETITIVE IN ORDER TO DO
 11:55:46 THAT.
 11:55:46 OBVIOUSLY, I THINK THERE ARE SOME RISKS IN THAT, BUT I THINK

11:55:50 WITH MICHAEL'S HELP AND WITH ADDITIONAL LOOKING INTO IT, I
 11:55:58 THINK WE CAN MAKE THAT DECISION GOING FORWARD.
 11:56:06 MY ONLY POINT IS I THINK THERE ARE SOME RISKS WITH PICKLE
 11:56:08 AND SOCIAL, AND I THINK MICHAEL WOULD AGREE WITH THAT.
 11:56:12 >>Vice-Mayor Ribble: I BELIEVE, TOO, GOING ALONG WITH WHAT
 11:56:14 JIM JUST SAID, TO GO IN SOCIAL WOULD BE MORE AMENABLE
 11:56:18 WORKING WITH THE VILLAGE, AND DECIDING HOW WE CAN WORK
 11:56:22 TOGETHER AS PARTNERS.
 11:56:23 AND I ALSO TEND TO REMEMBER WHEN WE WERE LOOKING AT
 11:56:26 INITIALLY THE RETURN ON INVESTMENT, THE RETURN TO US FROM
 11:56:30 THEM WAS A LITTLE GREATER THAN CHICKEN AND PICKLE.
 11:56:35 SO I WOULD TEND TO MOVE TOWARD PICKLE AND SOCIAL.
 11:56:42 SO I DON'T HAVE TO SAY PICKLE AND SOCIAL AND CHICKEN AND
 11:56:45 PICKLE ANY MORE TIMES.

11:56:49 >>GEORGE ZALUCKI: MR. MAYOR, MY COMMENTS, I AGREE WITH
 11:56:51 VICE-MAYOR RIBBLE.
 11:56:53 ONE COMPONENT THAT I THINK STILL NEEDS TO BE DETERMINED IS
 11:56:56 WHETHER OR NOT THE DRIVING RANGE IS GOING TO BE PART OF OUR
 11:56:59 ENTERTAINMENT VENUE.
 11:57:00 SO WITH THAT BEING SAID, THIS MATRIX IDENTIFIES CHICKEN AND
 11:57:05 PICKLE WOULD NOT BE INTERESTED IN OPERATING THE DRIVING
 11:57:07 RANGE.
 11:57:07 SO, THEREFORE, I THINK THAT IS ANOTHER REASON TO CONSIDER
 11:57:11 PICKLE AND SOCIAL.
 11:57:16 >>Rafael Lopez: MY FELLOW COUNCILMAN TOOK THE WORDS RIGHT
 11:57:18 OUT OF MY MOUTH.
 11:57:19 BASICALLY, READING THAT CHICKEN AND PICKLE DOESN'T EVEN TAKE
 11:57:22 THAT INTO CONSIDERATION AND THE RECOMMENDATION FROM OUR
 11:57:27 ADVISOR, YEAH, PICKLE AND SOCIAL WOULD BE ...
 11:57:32 >>Mayor McLain: ANY OTHER COMMENTS?
 11:57:33 ARE YOU GUYS IN AGREEMENT?
 11:57:35 I THINK YOU GOT THE DIRECTION THAT WE'RE SAYING.
 11:57:38 CAVEAT BEING THESE ARE UPSTART COMPANY THAT WE'LL USE YOUR
 11:57:46 EXPERTISE TO EVALUATE, CAN THEY BACK UP WHAT THEY ARE
 11:57:48 TALKING ABOUT?
 11:57:49 TALK IS ONE THING, BUT BEING ABLE TO DELIVER THE RETURN AND
 11:57:53 A STRUCTURE THAT WE'RE GOING TO BE PROUD OF, WE DON'T WANT
 11:57:56 TO JUST ON PAPER, THAT IS A GREAT RETURN AND THEN THE ACTUAL
 11:57:59 FACILITY IS NOT UP TO OUR STATEMENTS.

11:58:01 SO WE'RE NOT VOTING ON IT, BUT I THINK CONSENSUS SAYS YOU'VE
 11:58:04 GOT A CLEAR PATH TO FOLLOW THROUGH AS BEST YOU CAN.
 11:58:08 AND, OBVIOUSLY, YOU'LL KEEP US INFORMED HOW IT'S GOING.
 11:58:11 THAT HELPS A LITTLE BIT.
 11:58:14 >>Jim Ward: JUST ONE FURTHER POINT.
 11:58:15 I DO WANT TO KEY IN ON THE OPPORTUNITY TO PROVIDE A LOW-COST
 11:58:19 PRIORITY ACCESS TO VILLAGE OF ESTERO RESIDENTS.

11:58:23 IN FACT, MICHAEL TOOK US THROUGH THE THREE DIALS THAT HE'S
 11:58:27 LOOKING AT.
 11:58:28 I WOULD TEND TO LOOK AT THAT AS A FOURTH DIAL AND I WOULD
 11:58:31 LOOK AT A FIFTH DIAL AS THE IMPACT ON INFRASTRUCTURE WITHIN
 11:58:35 THE COMMUNITY.
 11:58:37 >>Mayor McLain: I THINK FOR SURE WE'RE ALL PROBABLY IN
 11:58:39 SUPPORT OF PROVIDING A BENEFIT FOR ESTERO RESIDENT TO BE IN
 11:58:47 THERE.
 11:58:47 SO THAT'S ONE PORTION OF THE DECISION YOU'RE LOOKING FOR OR
 11:58:54 GUIDANCE.
 11:58:55 WE'RE GIVING YOU GUIDANCE.
 11:58:56 SO WE'LL LET YOU CARRY ON.
 11:58:58 [EEG NETWORK CONNECTED. CAPTIONER RECEIVING AUDIO THROUGH
 11:58:58 EEG ENCODER.]
 11:59:03 >> I REALLY THINK YOU COVERED EVERYTHING.
 11:59:09 AGAIN, THE DIFFERENCES BETWEEN PICKLE AND SOCIAL AND CHICKEN
 11:59:13 AND PICKLE FROM OUR PERSPECTIVE, WE'RE MORE FINANCIAL BASED
 11:59:17 RATHER THAN COMMUNITY BASED.

 11:59:19 THE DRIVING RANGE BEING A MAJOR COMPONENT TO THAT P.M. THE
 11:59:24 BEING A MAJOR COMPONENT TO THAT.
 11:59:27 FROM OUR PERSPECTIVE, THOSE ARE THE MAIN DIFFERENCES THERE.
 11:59:31 >> THANK YOU, I MIGHT ALSO ADD, AGAIN, ONE MORE TIME, I'LL
 11:59:35 USE THIS AS A SEGUE TO THE DRIVING RANGE VERSUS THE CRYSTAL
 11:59:39 LAGOONS DISCUSSION THAT WE'RE LOOKING FOR COUNCIL MEMBERS TO
 11:59:41 DISCUSS AMONGST YOURSELVES TO KIND OF GIVE US A LITTLE
 11:59:44 CLEARER DIRECTION THERE.
 11:59:45 I WANT TO MAKE SURE BECAUSE WE HAVEN'T DISCUSSED HIGH FIVE
 11:59:49 ENTERTAINMENT AT ALL THIS MORNING, AND REALLY BECAUSE I
 11:59:52 THINK IT'S PROBABLY THE LEAST GRAY.
 11:59:56 IT'S MORE BLACK AND WHITE.
 11:59:58 WE FEEL VERY, VERY STRONGLY IN FAVOR OF HIGH FIVE
 12:00:01 ENTERTAINMENT.
 12:00:02 IT FITS EITHER WAY.
 12:00:03 WE THINK VERY FORTHCOMING AND VERY FAIR IN THEIR EVEN
 12:00:10 INITIAL OFFERS LET ALONE ADDITIONAL DISCUSSION ACROSS THE
 12:00:13 BOARD IN WHAT THEY HAVE PROPOSED AND HOW THEY WOULD BE
 12:00:17 INCLINED AND DESIRE TO PARTNER WITH US AS A VILLAGE.
 12:00:20 BUT TO, GEORGE, TO YOUR POINT, WE POINTED THIS OUT, I
 12:00:28 BELIEVE IN SOME OF THE EARLIER DISCUSSIONS AND I THINK IN
 12:00:31 THE MATERIAL BUT MAKE SURE IT IS STATED IN THE WORKSHOP.
 12:00:34 HIGH FIVE ENTERTAINMENT HAS ALSO OFFERED THE ABILITY TO TUCK
 12:00:39 THE DRIVING RANGE COMPONENT INTO THEIR PROGRAMMING OPTION AS
 12:00:44 WELL.

 12:00:44 AND I THINK AS EVERYBODY REMEMBERS, HIGH FIVE HAS A
 12:00:48 SIGNIFICANT HIGH QUALITY LEVEL OUTDOOR MINIATURE GOLF
 12:00:53 COMPONENT ALREADY IN PLACE.

12:00:58 IN ADDITION TO PICKLE AND SOCIAL, YOU'RE ABSOLUTELY RIGHT,
 12:01:01 BEING WILLING TO BLEND THAT COMPONENT IN.
 12:01:03 HIGH FIVE ENTERTAINMENT HAS SIMILARLY OFFERED THE SAME
 12:01:08 OPPORTUNITY.
 12:01:08 AS WE GO INTO THAT DISCUSSION, I THINK IT'S FAIR TO SHARE
 12:01:18 THE COUNCIL SOME OF THE FEEDBACK WITH RESPECT TO THE DRIVING
 12:01:21 RANGE AND SOME OF THE DISCUSSIONS THAT WE'VE HELD ABOUT THAT
 12:01:25 OPPORTUNITY.
 12:01:26 I THINK EVERYBODY KNOWS WHAT THE CRYSTAL LAGOONS OPTION IS.
 12:01:29 WE CAN SET THAT ASIDE FOR A SECOND.
 12:01:31 BUT CERTAINLY HAPPY TO ANSWER ANY QUESTIONS YOU HAVE AS YOU
 12:01:35 GO THROUGH THE DISCUSSION BETWEEN THE TWO, IF WE CAN FILL IN
 12:01:38 ANY GAPS OR QUESTIONS THAT YOU MAY HAVE ABOUT EITHER
 12:01:40 DIRECTION.
 12:01:41 BUT I THINK IT'S FAIR TO SAY THAT THE DRIVING RANGE OPTION
 12:01:46 REMAINING IS THERE POSITIVELY WITH BOTH PICKLE AND SOCIAL
 12:01:53 AND HIGH-FIVE ENTERTAINMENT, THEIR WILLINGNESS TO BLEND IT
 12:01:57 IN, ON THE ASSUMPTION THAT IT WOULD BE SIGNIFICANTLY
 12:02:00 UPGRADED FROM ITS CURRENT CONDITION.
 12:02:03 IF THE DRIVING RANGE WERE TO, I THINK WE WOULD, AGAIN, BE
 12:02:08 REMISS IF WE DIDN'T RELAY TO THE COUNCIL AS YOU DISCUSS
 12:02:11 THIS, IF THE DRIVING RANGE WERE TO REMAIN IN PLACE AS-IS, OR

 12:02:16 IN ITS CURRENT FORM AND I'M NOT SUGGESTING THAT THAT IS A
 12:02:20 SUGGESTION, BUT THEN OUR PARTNERS WOULD BE LESS INCLINED TO
 12:02:25 COME IN AND MAKE THE INVESTMENT THAT THEY ARE MAKING NEXT
 12:02:28 DOOR TO IT.
 12:02:29 WE'RE LOOKING AT A 50, \$60 MILLION LEVEL OF INVESTMENT BY
 12:02:32 OUR PRIVATE PARTNERS HERE.
 12:02:34 SO THEY WOULD DEFINITELY EXPECT US TO UPGRADE THE DRIVING
 12:02:41 RANGE.
 12:02:41 WE'VE HAD SOME DISCUSSIONS ABOUT WHAT THAT MIGHT LOOK LIKE.
 12:02:44 WE'VE RUN SOME NUMBERS AND LOOKED AT SOME OF THE PROGRAMMING
 12:02:47 AS TO WHAT THAT MIGHT LOOK LIKE.
 12:02:49 ONE OF THE THINGS WE HAVE NOT YET TALKED ABOUT, IF WE WERE
 12:02:55 TO BE HEADED THAT DIRECTION IS WE WOULD MORE THAN LIKELY
 12:02:59 NEED TO REORIENT THE DRIVING RANGE TO A NORTH-SOUTH
 12:03:03 ORIENTATION VERSUS A SOUTH-TO-NORTH ORIENTATION.
 12:03:09 AS I ALLUDED TO, RIGHT NOW, ALL OF OUR LAND PLANNING LOOKS
 12:03:14 TO PROVIDE US PRIMARY INGRESS/EGRESS POINT ON THE NORTHWEST
 12:03:18 SIDE OFF OF VIA COCONUT, DIAGRAMS AND CONCEPTUAL LAND
 12:03:23 PLANNING THAT'S EVOLVED TO STATE SHOW US KIND OF LOCATING
 12:03:27 THE PICKLE AND SOCIAL AND HIGH FIVE ENTERTAINMENT OPTIONS
 12:03:30 RIGHT THERE AT THE FRONT DOOR.
 12:03:32 IF WE WERE TO BLEND THAT IN WITH EITHER ONE, WE WOULD LIKELY
 12:03:36 WANT TO HAVE TWO BAYS OF HITTING TWO LEVELS OF HITTING BAYS
 12:03:44 RIGHT THERE NEXT TO EITHER ONE OF THEM, IF IT WERE HIGH FIVE
 12:03:49 POTENTIALLY BLENDED IN WITH THEIR MINIATURE GOLF COMPONENT

12:03:53 SO IT LOOKS LIKE ONE COMPLETE DELIVERY MODEL UNDER THE HIGH
 12:03:56 FIVE ENTERTAINMENT UMBRELLA, THEY WOULD CERTAINLY WANT TO
 12:04:02 SEE FOOD AND BEVERAGE AND ENTERTAINMENT SERVICES BEING ABLE
 12:04:07 TO BE RENDERED INTO THE DRIVING RANGE AREA.
 12:04:11 THEY ARE NOT SUGGESTING TO TURN IT INTO A TOP GOLF WITH
 12:04:14 TARGETING, ET CETERA.
 12:04:15 THEY UNDERSTAND THE DESIRE THAT IT BE A TRUE DRIVING RANGE
 12:04:19 FROM AN OPERATIONAL PERSPECTIVE, BUT THE ABILITY TO TUCK IT
 12:04:23 UNDER THE FOOD BEVERAGE ENTERTAINMENT UMBRELLA OF A HIGH
 12:04:28 FIVE ENTERTAINMENT OR PICKLE AND SOCIAL WOULD BE IMPORTANT
 12:04:31 AS WELL IF WE WERE TO GO THAT DIRECTION.
 12:04:33 WE DO NOT YET, TO BE FAIR, WE WILL, DEPENDING ON COUNCIL'S
 12:04:39 THOUGHTS, THE NEXT STEP WOULD BE TO LOOK AT FROM THEM WHAT
 12:04:44 THIS WOULD LOOK LIKE FINANCIALLY AS PART OF A HIGH FIVE
 12:04:48 ENTERTAINMENT PROGRAM VERSUS THE WAY IT'S CURRENTLY RUNNING
 12:04:51 AS A VILLAGE COMMUNITY ASSET.
 12:04:56 THOSE NUMBERS HAVE NOT BEEN RUN YET AND BASED ON THE
 12:05:00 CONSENSUS THAT WE GET FROM COUNCIL TODAY, OBVIOUSLY WE'LL
 12:05:06 TAKE THE NEXT STEP, SHARPEN PENCILS AND SEE WHAT THAT LOOKS
 12:05:10 LIKE FINANCIALLY.
 12:05:12 >>Vice-Mayor Ribble: MICHAEL, THAT'S WHAT I WAS GOING TO GET
 12:05:16 INTO.
 12:05:16 WE'RE NOT TALKING ABOUT UPGRADING THE DRIVING RANGE.
 12:05:19 WE'RE TALKING ABOUT DESTROYING IT AND REBUILDING IT
 12:05:21 COMPLETELY UNDER ONE OR THE OTHER OF THESE OTHER TENANTS.

 12:05:26 LET'S SAY IT'S HIGH FIVE FOR THE SAKE OF DISCUSSION.
 12:05:29 WE REBUILD THE DRIVING RANGE.
 12:05:31 THE OPERATIONAL FEATURE, THE EQUIPMENT, EVERYTHING ELSE, THE
 12:05:36 EMPLOYEES WILL VIRTUALLY RUN THE DRIVING RANGE FROM HIGH
 12:05:40 FIVE, WHICH MEANS THE REVENUE FROM WHATEVER OF THE DRIVING
 12:05:47 RANGE PORTION OF HIGH FIVE WOULD GO TO HIGH FIVE.
 12:05:52 >> CORRECT.
 12:05:52 YES.
 12:05:53 THAT IS CORRECT.
 12:05:56 >>Vice-Mayor Ribble: AM I WRONG IN VIEWING THAT POSSIBLY THE
 12:06:00 RETURN ON THAT WILL BE INCORPORATED INTO THE RETURN OF HIGH
 12:06:05 FIVE TO THE VILLAGE SO THAT IT WOULD BE -- IT WOULDN'T
 12:06:11 INCREASE THE RETURN ON VALUE.
 12:06:13 THEY WOULD BE GETTING INCOME FROM THE DRIVING RANGE, BUT THE
 12:06:19 RETURN TO THE VILLAGE WOULD STAY AT WHATEVER PERCENTAGE OF
 12:06:22 THE VILLAGE NEGOTIATED WITH THEM.
 12:06:26 I DON'T KNOW THAT IT WOULD BE AN INCREASE IN VALUE FOR US TO
 12:06:33 RETAIN THE DRIVING RANGE UNDER THOSE CONDITIONS.
 12:06:37 AND IF WE LOOK AT WHAT THE RETURN ON INVESTMENT WOULD BE
 12:06:41 WITH THE WATER FEATURE, SHOULD WE DECIDE TO GO IN THAT
 12:06:44 DIRECTION, COULD THAT POSSIBLY BE GREATER?

12:06:46 DO YOU KNOW WHAT I'M TRYING TO SAY?
 12:06:50 >> YES, I BELIEVE I DO.
 12:06:52 AND I THINK IF I DO UNDERSTAND WHAT YOU'RE SAYING, I THINK
 12:06:57 YOU'RE SPOT ON IN THAT ANALYSIS, IN THAT -- I'LL THROW OUT

 12:07:00 VERY HYPOTHETICAL NUMBERS HERE.
 12:07:01 PLEASE DON'T HOLD ME TO THESE.
 12:07:04 BUT LET'S ASSUME FOR A MINUTE THAT HIGH FIVE ENTERTAINMENT
 12:07:08 WITHOUT A DRIVING RANGE COMPONENT IS A FIVE, SIX, SEVEN
 12:07:17 MILLION DOLLAR A YEAR OPERATING BUSINESS, TOP LINE REVENUE.
 12:07:20 LET'S ASSUME THAT THE DRIVING RANGE ADDS ANOTHER, IF THEY
 12:07:24 TUCK THAT IN, IT INCREASES THEIR TOP LINE REVENUE BY ANOTHER
 12:07:28 MILLION DOLLARS A YEAR OR MILLION AND A HALF DOLLARS,
 12:07:30 WHATEVER THAT NUMBER IS.
 12:07:32 THEN IT'S FAIR TO ASSUME THAT OUR RETURN WOULD BE THAT SAME
 12:07:36 PERCENTAGE OF RETURN WE WOULD HAVE GOTTEN OTHERWISE.
 12:07:40 IT WOULD JUST BE INCREMENTALLY A MILLION DOLLARS MORE IN THE
 12:07:45 RETURN BACK TO US.
 12:07:46 IF WE COMPARE THAT TO THE FINANCIAL RETURNS THAT WE WOULD
 12:07:52 OTHERWISE GET FROM A CRYSTAL LAGOONS, IT WOULD BE
 12:07:58 SIGNIFICANTLY LESS THAN THE REVENUE SHARE AND CAP RATE THAT
 12:08:02 WE WOULD GET OUT OF A GROUND LEASE TO A CRYSTAL LAGOONS
 12:08:06 INSTEAD, WHEN WE BLEND ALL THOSE NUMBERS TOGETHER, IF I'M
 12:08:09 ANSWERING YOUR QUESTION, I HOPE I AM.
 12:08:11 >>Vice-Mayor Ribble: YES, YES, YOU ARE.
 12:08:13 >>Mayor McLain: ANY OTHER COMMENTS?
 12:08:14 IF NOT, I GUESS I'LL MAKE A COMMENT.
 12:08:19 I'VE GOT QUESTIONS.
 12:08:23 THE GOLF IS ATTRACTIVE AND WE'RE GETTING SOME GOOD REVENUE.
 12:08:26 ONE QUESTION I WOULD ASK IS, WHAT IS THE BASE OF THE

 12:08:31 CUSTOMERS THERE?
 12:08:32 IS IT THE SAME PEOPLE COMING IN AND GOLFING LIKE THEIR
 12:08:38 REGULAR GOLF COURSE AND HOW MANY NEW PEOPLE WOULD THAT DRAW?
 12:08:40 I'M MAKING A JUDGMENT THAT WOULD SAY THE GOLF COURSE IS
 12:08:47 PROBABLY BRINGING IN SIMILAR -- MAYBE THE SAME PEOPLE ON AND
 12:08:55 OFF COMPARED TO -- AND THERE'S REVENUE THAT WILL BE
 12:08:57 GENERATED ON THAT.
 12:08:58 AND I THINK A NEW DRIVING RANGE WOULD ADD ADDITIONAL NEW
 12:09:05 CUSTOMERS TO THAT BASE.
 12:09:07 BUT THEN IF YOU COMPARE THAT TO, THAT HAS A CERTAIN AMOUNT
 12:09:12 OF REVENUE.
 12:09:14 YOU COMPARE THE REVENUE YOU WOULD HAVE BY A CRYSTAL LAGOON
 12:09:17 AND HOW THAT FITS INTO THE OTHERS, THE HIGH FIVE AND THE
 12:09:22 PICKLEBALL, IT SEEMS TO ME -- AND, MICHAEL, YOU CAN MAYBE
 12:09:28 HELP IN THIS REGARD -- IT SEEMS TO ME LIKE THE VISITORS
 12:09:33 WOULD GO UP, THAT COULD BE A PLUS, IT COULD BE A NEGATIVE,
 12:09:36 BUT WE WOULD DEFINITELY SEE, I THINK, A MUCH HIGHER RETURN

12:09:41 ON OUR INVESTMENT BY THE CRYSTAL LAGOON THAN A GOLF COURSE.
 12:09:48 THAT DOESN'T MEAN THAT IN THE FUTURE -- BECAUSE YOU CAN'T
 12:09:52 FIT ALL THE VEGETABLES INTO THE PIE IN THERE, SO THAT
 12:09:55 DOESN'T MEAN WE WOULD NEVER HAVE A DRIVING RANGE, BECAUSE I
 12:09:58 THINK THAT APPLIES TO SOME PEOPLE.
 12:09:59 WE'RE NOT MAKING A FORMAL DECISION ON THIS, BUT THAT'S KIND
 12:10:03 OF MY EVALUATION, IF I TRY TO MAKE A DECISION ON WHAT'S --
 12:10:09 WE WANT TO MAKE THIS AVAILABLE TO AS MANY PEOPLE AND GET A

 12:10:11 GOOD RETURN IF WE CAN.
 12:10:13 >>Jim Ward: TO A CERTAIN EXTENT, I THINK IT DEPENDS ON WHAT
 12:10:18 CRYSTAL LAGOONS IS GOING TO BRING INTO THE COMMUNITY.
 12:10:21 IS IT GOING TO BE AN AMENITY TO THE ESTERO RESIDENTS AND
 12:10:26 LARGELY POSITIONED THAT WAY?
 12:10:27 OR IS IT GOING TO BRING IN PEOPLE FROM CHARLOTTE COUNTY TO
 12:10:31 COLLIER COUNTY AND IMPACT THE INFRASTRUCTURE THAT'S
 12:10:35 CURRENTLY EXISTING?
 12:10:36 WE'VE GOT NEIGHBORHOODS THERE.
 12:10:37 WE'VE GOT ROADS THERE, ALL OF THOSE ARE GOING TO BE IMPACTED
 12:10:40 BY WHATEVER WE DO ON THESE 20 ACRES.
 12:10:43 SO I THINK WE REALLY NEED TO UNDERSTAND WHAT THE DRAW IS
 12:10:47 GOING TO BE OF CRYSTAL LAGOONS AND HOW WE MANAGE TO THAT
 12:10:52 DRAW.
 12:10:54 AND TO JOANNE'S POINT, I WOULD SIMPLY ASK MICHAEL TO DO A
 12:11:00 COMPARISON OF HAVING THE DRIVING RANGE VERSUS CRYSTAL
 12:11:03 LAGOONS, BUT ALSO UNDERSTANDING WHAT CRYSTAL LAGOON IS GOING
 12:11:10 TO -- HOW IT'S GOING TO BE USED BY THE COMMUNITIES THAT
 12:11:13 SURROUND ESTERO.
 12:11:16 >>Vice-Mayor Ribble: WELL, NOT ONLY THAT, JIM, BUT IF YOU
 12:11:19 LOOK AT GOLFERS USING THE DRIVING RANGE IN THE COMMUNITY
 12:11:24 AT-LARGE, MOSTLY ESTERO, WHAT WOULD BE ATTRACTIVE TO THE
 12:11:29 MOST OF OUR RESIDENTS?
 12:11:31 WOULD IT BE THE WATER FEATURE?
 12:11:32 THE WATER FEATURE WOULD PROBABLY OPEN UP USE TO MANY, MANY

 12:11:37 MORE PEOPLE IN THE VILLAGE THAN JUST DRIVING RANGE, WHICH
 12:11:41 WOULD CATER TO GOLFERS.
 12:11:44 I'M NOT A GOLFER.
 12:11:45 SO I WOULD NEVER USE THE DRIVING RANGE.
 12:11:47 BUT I WOULD CERTAINLY USE THE WATER FEATURE.
 12:11:50 AND FOR ALL AGE GROUPS, IT WOULD HIT ALL AGE GROUPS, AND IT
 12:11:56 WOULD ALSO HIT THAT ONE ITEM IN OUR LIST OF PRIORITIES THAT
 12:12:03 PEOPLE ASK FOR SOME KIND OF SWIMMING VENUE.
 12:12:07 IT DOES HIT THAT IN OUR LIST OF PRIORITIES.
 12:12:11 IT'S MY THOUGHT.
 12:12:13 >>Mayor McLain: ANYBODY ELSE WANT TO TALK?
 12:12:15 SPEAK?
 12:12:16 NOW IS THE TIME.

12:12:17 FOR THE NEW FOLKS, THIS IS THE OPPORTUNITY THAT WE CAN HAVE
 12:12:21 A REALLY OPEN DISCUSSION AND DEBATE.
 12:12:26 WE'RE NOT MAKING A DECISION, BUT THIS IS REALLY AN IMPORTANT
 12:12:29 TIME FOR US TO AIR WHAT YOU THINK THE PLUSES AND MINUSES OF
 12:12:34 THESE OPTIONS ARE AND REPRESENTING YOUR DISTRICTS, WHICH I
 12:12:38 THINK JIM MAY BE DOING, AND I THINK THAT'S WHAT WE'RE IN
 12:12:41 HERE FOR.
 12:12:41 I REALLY ENCOURAGE ACTIVE DISCUSSION AND PARTICIPATION.
 12:12:54 >>George Zalucki: I HEAR WHAT EVERYBODY IS SAYING.
 12:12:56 I THINK THE DEVIL IS IN THE DETAILS WITH THESE PROGRAMMINGS.
 12:12:59 FIRST OF ALL, MICHAEL, MAYBE I CAN ASK YOU, IT'S MY
 12:13:02 UNDERSTANDING THAT NORTH FORT MYERS HAS A CRYSTAL LAGOONS

 12:13:05 THAT HAS MAYBE JUST BEEN COMPLETED, IS THAT ACCURATE OR IS
 12:13:09 THAT A DIFFERENT COMPANY?
 12:13:11 >> MICHAEL: IT'S THE SAME COMPANY.
 12:13:13 BUT I WILL POINT OUT -- IN FACT, I BELIEVE IT IS THE SAME
 12:13:18 OPERATOR.
 12:13:19 BUT UNLIKE WHAT WAS REPORTED IN THE MEDIA WHEN THAT CAME
 12:13:21 OUT, WE CIRCLED BACK WITH CRYSTAL LAGOONS TO MAKE SURE, THE
 12:13:25 MEDIA REPORTED THAT WAS A PUBLIC ACCESS LAGOON.
 12:13:28 IT IS NOT.
 12:13:28 IT IS A LAGOON THAT'S PRIVATE, IN PLACE FOR THE RESIDENTS OF
 12:13:32 THAT COMMUNITY AS AN AMENITY.
 12:13:35 >>George Zalucki: THANK YOU FOR THAT.
 12:13:36 I WOULD BE VERY INTERESTED IN VISITING A CRYSTAL LAGOONS TO
 12:13:39 KIND OF LEARN MORE ABOUT THAT PROGRAMMING.
 12:13:41 ALSO, I'M REALLY LOOKING FORWARD TO THE PUBLIC WORKSHOP
 12:13:45 TOMORROW TO GET THE FEEDBACK FROM THE PUBLIC.
 12:13:46 WE'VE HEARD ALL KINDS OF THINGS ON THE STREET, PARTICULARLY
 12:13:51 I'VE HAD ACCESS TO INFORMATION REGARDING DRIVING RANGE
 12:13:55 BECAUSE THE FOUNDATION HAS BEEN OPERATING IT OVER THE LAST
 12:13:58 TEN MONTHS OR SO.
 12:13:59 AND IT'S VERY APPEALING TO NOT ONLY LOCALS BUT ALSO
 12:14:03 VISITORS.
 12:14:05 ESTABLISH THAT.
 12:14:06 GETTING ABOUT 15, 17 HUNDRED VISITORS A WEEK IN HIGH SEASON.
 12:14:11 THAT'S GOING TO BE TAPERING OFF NOW.

 12:14:13 BUT I THINK THAT FROM MY PERSPECTIVE, I WOULD LIKE TO LEARN
 12:14:16 MORE ABOUT THE PROGRAMMING, THE DETAILS AND THE PUBLIC
 12:14:19 FEEDBACK BEFORE WE MAKE ANY SIGNIFICANT DECISIONS,
 12:14:23 OBVIOUSLY.
 12:14:28 >>Lori Fayhee: I AGREE THAT WE SHOULD HAVE THE FEEDBACK
 12:14:31 FIRST.
 12:14:31 BUT I DO AGREE WITH VICE-MAYOR RIBBLE THAT THE CRYSTAL
 12:14:38 LAGOON WOULD BE A BIGGER DRAW FOR A LARGER GROUP OF PEOPLE
 12:14:45 AND THE --

12:14:54 >>Mayor McLain: JUST MY FINAL COMMENTS ON THIS.
 12:14:56 I THINK I UNDERSTAND, THIS IS GOING TO DRAW PEOPLE FROM OUT
 12:14:58 OF THE REGION.
 12:15:00 THERE'S NO DOUBT ABOUT IT.
 12:15:01 IF YOU LOOK AT THE BEACHES TODAY, YOU CAN'T GO TO THE BEACH,
 12:15:04 YOU CAN'T PARK.
 12:15:05 OBVIOUSLY, WE'LL HAVE TO MONITOR HOW MUCH TRAFFIC WE CAN
 12:15:08 BRING INTO THAT AND IT WILL BE DIVERSE AND A FAVORED
 12:15:12 PRICING.
 12:15:12 I ALSO LOOK AT IT, JUST LOOKING AT THE 20 ACRES WE HAVE, IT
 12:15:16 COULD BE A NICE ADDITION IN THERE, BUT ALSO, IF WE DO BRING
 12:15:20 PEOPLE FROM OUT OF ESTERO, WHAT ARE THEY GOING TO DO WHEN
 12:15:24 THEY LEAVE THERE?
 12:15:25 WILL THEY GO TO COCONUT MALL?
 12:15:27 WILL THEY GO TO MIROMAR OUTLETS?
 12:15:30 WILL THEY GO TO OUR COMMERCE FOLKS THAT ARE TRYING TO MAKE A

 12:15:34 LIVING IN HERE, AND I WOULD THINK THEY PROBABLY WOULD.
 12:15:37 IT'S ALL CONJECTURE AT THIS POINT, BUT I THINK WE ALL ARE
 12:15:41 SAYING WE NEED SOME EVALUATION IN THIS.
 12:15:46 I GUESS, MICHAEL, YOU ARE BOTH LOOKING FOR COUNCIL TO SAY
 12:15:53 SHOULD WE GO TO CRYSTAL LAGOON AND CONTINUE THE
 12:15:58 NEGOTIATIONS?
 12:15:59 THAT'S REALLY WHAT WE WANT TO DO.
 12:16:01 FROM MY PERSPECTIVE, I SAY WE SHOULD TO FIND OUT THE DETAILS
 12:16:07 THAT ARE MISSING TO SAY HOW BIG OF A RETURN IS THAT VERSUS
 12:16:11 PRELIMINARY UNDERSTANDING OF A DRIVING RANGE.
 12:16:15 SO WHAT WE NEED TO DO IS REACH A CONSENSUS ON LETTING THEM
 12:16:20 CONTINUE TO NEGOTIATE IN GOOD FAITH AND WORK OUT ALL THE
 12:16:24 DETAILS, AND WE'RE TRYING TO PUSH THIS AT A GOOD PACE.
 12:16:28 LET'S CONTINUE TO DO THAT.
 12:16:29 I'D LIKE TO GET A CONSENSUS AS TO WHICH DIRECTION WE SHOULD
 12:16:34 GO.
 12:16:36 >>Larry Fiesel: WHEN THIS FIRST CAME TO US, THIS WATER
 12:16:39 FEATURE FROM CRYSTAL LAGOONS, I WAS NOT FAMILIAR WITH IT,
 12:16:41 BUT THE MORE I'VE LOOKED AT IT, THE MORE I'VE BECOME
 12:16:44 ATTRACTED TO IT BECAUSE I THINK IT'S A VERY UNIQUE
 12:16:47 OPPORTUNITY FOR THE VILLAGE OF ESTERO.
 12:16:52 AS YOU KNOW, I'M LIAISON TO THE TOURIST DEVELOPMENTAL
 12:16:56 COUNCIL IN LEE COUNTY, AND THAT'S BASICALLY WHAT THAT
 12:17:00 COUNCIL IS ALL ABOUT IS TOURISM, BRINGING PEOPLE INTO LEE
 12:17:04 COUNTY WHO, BOTTOM LINE, BRING MONEY INTO LEE COUNTY.

 12:17:08 THAT'S THE NATURE OF THE BEAST, AND I THINK THAT WE NEED TO
 12:17:14 BE FOCUSED ON NOT JUST NARROWLY, IS THIS A FEATURE THAT THE
 12:17:20 PEOPLE WHO LIVE IN ESTERO ARE GOING TO ENJOY, BUT THE FACT
 12:17:23 THAT IT CAN GO TO A BROADER AUDIENCE FROM OUTSIDE THE
 12:17:26 COMMUNITY.

12:17:26 TO YOUR POINT, JON, THE PEOPLE, WHEN THEY COME HERE, THEY
 12:17:30 ARE GOING TO GO OTHER PLACES WITHIN ESTERO TO SPEND MONEY
 12:17:35 ALSO.
 12:17:35 AND I THINK THIS IS A MAJOR FEATURE TO THIS 20 ACRES THAT
 12:17:40 WE'VE BEEN TALKING ABOUT WITH THE OTHER TWO ENTITIES THAT GO
 12:17:44 WITH IT.
 12:17:45 I DON'T MEAN TO MAKE THAT STATEMENT AS IF I DON'T WANT THE
 12:17:49 DRIVING RANGE TO BE A COMPONENT EITHER.
 12:17:51 I THINK WE NEED TO BRING THE DRIVING RANGE IN IN WHATEVER
 12:17:56 WAY WE CAN.
 12:17:57 BUT I THINK THAT -- I HOPE WE'RE NOT DOING AN EITHER-OR,
 12:18:01 DRIVING RANGE OR WATER FEATURE HERE IN OUR MEETING TODAY.
 12:18:04 BUT I WANT TO SEE US GO FORWARD WITH WHAT CAN WE ACCOMPLISH
 12:18:08 BY KEEPING BOTH FEATURES IN THE PROJECT.
 12:18:14 >>Vice-Mayor Ribble: JON, I PERSONALLY HAVE A LOT OF
 12:18:16 QUESTIONS ABOUT THE OPERATIONS OF CRYSTAL LAGOON.
 12:18:19 AND THE QUESTIONS THAT WE'RE ASKING MAYBE CAN BE ANSWERED BY
 12:18:25 VISITING THE ONE IN TAMPA.
 12:18:27 AND I THINK THE SOONER WE GET THE ANSWERS TO THOSE QUESTIONS
 12:18:31 THE BETTER FOR US.

 12:18:33 THEREFORE, I KNOW MICHAEL HAD SAID THAT WE ARE ALLOWED TO GO
 12:18:36 UP AND VISIT.
 12:18:38 MY QUESTION TO YOU, STEVE, WOULD WE BE AGAINST SUNSHINE IF
 12:18:42 WE WENT TOGETHER OR DO WE HAVE TO DO THAT SEPARATELY?
 12:18:47 >>Steven Sarkozy: IT'S BEEN RECOMMENDED THAT WE NOT DO THAT
 12:18:50 AS A GROUP, THAT WE DO IT SEPARATELY.
 12:18:52 I DID GO UP TO WESLEY CHAPEL, WHICH IS HALF AN HOUR NORTH OF
 12:18:58 TAMPA AND LOOKED AT IT, AND IT'S A MUCH LARGER FACILITY THAN
 12:19:01 WHAT WE'RE LOOKING AT HERE, SEVEN AND A HALF ACRES VERSUS
 12:19:05 ROUGHLY FOUR.
 12:19:07 AND I THINK IF WE COULD GET INTO THE ONE IN NORTH FORT
 12:19:10 MYERS, THAT WOULD BE A BETTER, AN EASIER WAY TO GET EVERYONE
 12:19:15 TO LOOK AT IT, BECAUSE THAT'S A BIG INTANGIBLE.
 12:19:21 >>Vice-Mayor Ribble: BUT THAT WOULDN'T ANSWER THE QUESTIONS
 12:19:23 WE HAVE AS TO HOW IT DRAWS FROM OUTSIDE OF THEIR AREA,
 12:19:28 BECAUSE THAT'S PRIVATE TO A COMMUNITY.
 12:19:30 >>Steven Sarkozy: YES.
 12:19:30 >>Vice-Mayor Ribble: THE OPERATIONAL LOGISTICS OF A BIG
 12:19:37 VENUE WHERE WE CAN DRAW FROM QUITE A DISTANCE AWAY IS MY
 12:19:43 QUESTION, AND HOW DO THEY HANDLE THAT.
 12:19:46 AND THAT'S WHY I SAID IF WE CAN GET THOSE ANSWERS SOONER
 12:19:49 RATHER THAN LATER, IT WOULD HELP US MAKE A DECISION HERE.
 12:19:56 >>Steven Sarkozy: WE CAN GET THAT INFORMATION ABOUT WESLEY
 12:19:58 CHAPEL, THE LOCATION.
 12:20:00 AND HOPEFULLY CAN GET HELP WITH IN HERE FORT MYERS.

 12:20:03 THE STAFF AND MANAGEMENT AT THE WESLEY CHAPEL FACILITY WERE

12:20:06 VERY ACCOMMODATING, AND I WALKED THROUGH ALL OF THE
 12:20:10 FACILITIES AND HAVE A REAL GOOD IDEA HOW THAT WORKS.
 12:20:13 I HAVE NOT BEEN TO NORTH FORT MYERS.
 12:20:16 NOW, THE ONE UP IN WESLEY CHAPEL ALSO HAS A PRICING
 12:20:25 COMPONENT WHERE THE HOA, THE HOMEOWNERS ASSOCIATION, IN THAT
 12:20:29 AREA WHERE IT'S LOCATED OFFERS A SUBSIDIZED RATE FOR THEIR
 12:20:34 RESIDENTS TO GO TO THE CRYSTAL LAGOONS FACILITY.
 12:20:38 AND I WOULD ASSUME -- THIS IS CONJECTURE TOTALLY ON MY PART
 12:20:44 -- THAT IF WE WERE TO DO SOMETHING LIKE THAT HERE, WE WOULD
 12:20:47 PROBABLY STRUCTURE OR ASK THEM TO STRUCTURE A PRICING SCHEME
 12:20:52 SO THAT OUR RESIDENTS WOULD GET A GREATLY REDUCED ACCESS
 12:20:56 FEE.
 12:20:57 HOW DO YOU HANDLE -- QUESTION IS, HOW DO YOU HANDLE THAT
 12:21:03 WHEN THE GUESTS COME IN?
 12:21:05 THEY ARE NOT RESIDENTS, BUT MAYBE THEY SHOULD BE.
 12:21:11 >>Vice-Mayor Ribble: EVERY HOA IN THIS COMMUNITY DEALS WITH
 12:21:13 THAT QUESTION AND THEY ALL HAVE DIFFERENT WAYS OF HANDLING
 12:21:16 IT.
 12:21:16 I'M SURE WE'LL COME UP WITH ONE OF THEM.
 12:21:21 >>Mayor McLain: JUST TO KEEP THIS MEETING GOING, I WOULD
 12:21:24 JUST ASK COUNCIL IF THERE'S ANY OBJECTIONS TO GETTING YOU
 12:21:31 GUYS TO CONTINUE YOUR NEGOTIATIONS FOR BLUE LAGOON.
 12:21:36 ANYBODY HAVE ANY OBJECTION, AT LEAST TO FURTHER GATHER MORE
 12:21:40 INFORMATION SO THAT WE CAN MAKE THOSE LEGITIMATE DECISIONS?

 12:21:43 MICHAEL, DOES THAT HELP YOU?
 12:21:45 HAVE WE ANSWERED YOUR QUESTIONS ABOUT MOVING FORWARD WITH
 12:21:48 CHICKEN AND SOCIAL, HIGH FIVE I THINK IS A NO-BRAINER, AND I
 12:21:53 THINK WE'RE SAYING CRYSTAL LAGOON, WE HAVE A LOT OF
 12:21:57 QUESTIONS.
 12:21:58 I THINK WE DO SOME VISITS, BUT WE ENCOURAGE YOU TO MOVE
 12:22:02 FORWARD.
 12:22:02 AND THEN THE GOLF THING WILL BE PART OF THAT DISCUSSION AT A
 12:22:06 FUTURE DATE.
 12:22:11 >> MICHAEL: THANK YOU FOR THAT DIRECTION.
 12:22:13 YES, THAT IS VERY, VERY HELPFUL.
 12:22:14 WE'LL PROCEED ON THAT BASIS.
 12:22:15 I MIGHT EVEN AMEND THAT JUST A BIT, MAYOR, WITH A COUPLE OF
 12:22:20 THINGS AS PART OF THE PROCESS.
 12:22:21 ONE, WE WILL BE PROVIDING CRYSTAL LAGOONS AT WESLEY CHAPEL
 12:22:25 WITH A LIST OF ALL THE VILLAGE COUNCIL MEMBERS.
 12:22:29 THEY HAVE BEEN VERY ACCOMMODATING, AND THAT WAY THE LIST OF
 12:22:33 NAMES WILL BE AT THE FRONT DESK, IF YOU WILL, AND MANAGEMENT
 12:22:37 WOULD BE HAPPY TO TOUR ANY OF THE COUNCIL MEMBERS AT ANY
 12:22:39 POINT IN TIME AT WESLEY CHAPEL SHOULD ANY COUNCIL MEMBERS
 12:22:44 ELECT TO MAKE THAT SAME TRIP, WE'LL MAKE SURE THAT GETS
 12:22:48 DONE.
 12:22:48 SECOND, I WOULD SAY IN ADDITION TO REFINING OUR NEGOTIATIONS

12:22:53 AND DISCUSSIONS AND ANSWERING ALL THE QUESTIONS THAT HAVE
12:22:56 BEEN RAISED THAT WE'VE NOTED TODAY FROM COUNCIL MEMBERS WITH

12:22:59 RESPECT TO CRYSTAL LAGOONS, I WOULD ADD TO THAT THAT WE WILL
12:23:05 NOT JUST FROM CRYSTAL LAGOONS BUT FROM PICKLE AND SOCIAL AND
12:23:08 HIGH FIVE AS WELL, WE NEED THIS FOR OUR OWN ENGINEERING
12:23:13 ANALYSIS ANYWAY, BUT WE WILL FURTHER REFINE TRAFFIC DEMAND
12:23:18 ANALYSIS FOR ALL THREE VENUES, NOT JUST FOR CRYSTAL LAGOONS
12:23:22 SO WE CAN LOOK AT WHAT THAT IMPACT IS, NOT JUST ON OUR
12:23:25 COMMUNITY, BUT, OBVIOUSLY, ON ALL OF THE IMMEDIATE
12:23:29 INGRESS/EGRESS PATTERNS AROUND THE SITE WITH EVERYTHING
12:23:34 BLENDED TOGETHER.
12:23:35 WE'LL NEED THAT FOR ENGINEERING PURPOSES ANYWAY AND I THINK
12:23:38 THAT WILL HELP SPEAK TO AND ANSWER SOME OF THE QUESTIONS
12:23:40 FROM COUNCIL MEMBERS WITH RESPECT TO TRAFFIC IMPACT, NOT
12:23:43 JUST, AGAIN, OF ANY ONE ELEMENT, BUT OF ALL THREE COMBINED,
12:23:47 WHETHER THAT THIRD IS THE DRIVING RANGE OR A CRYSTAL
12:23:50 LAGOONS.
12:23:51 FOURTH, AS PART OF OUR NEXT STEP, WE WILL SIT DOWN WITH HIGH
12:23:59 FIVE AND PICKLE AND SOCIAL AND GET MORE REFINEMENT TO WHAT A
12:24:06 DRIVING RANGE COMPONENT LOOKS LIKE FROM A PROGRAMMING AND
12:24:08 REVENUE PERSPECTIVE SO WE'RE MORE ACCURATE IN BEING ABLE TO
12:24:12 REFLECT THE COMPARISON BETWEEN THE TWO ALTERNATIVES.
12:24:15 I THINK THAT'S IMPORTANT INFORMATION FOR COUNCIL TO HAVE AS
12:24:17 WELL AS WE TAKE THE NEXT STEP IN THE ANALYSIS.
12:24:20 LASTLY, NOT AN ADD TO, BUT A POINT I WANT TO MAKE SURE WE
12:24:25 LEAVE YOU WITH, BECAUSE I THINK THIS WAS MENTIONED TWO OR
12:24:30 THREE TIMES.

12:24:33 I THINK IT'S IMPORTANT FOR US TO MAKE SURE THAT COUNCIL
12:24:39 UNDERSTANDS THAT ALL THREE OF THESE PRIVATE BUSINESSES WILL
12:24:44 NOT ONLY WORK HARD, BUT THEY'LL LOOK FOR US TO WORK EQUALLY
12:24:48 AS HARD TO HELP THEM REACH A CUSTOMER BASE COMING AS FAR AS
12:24:53 THEY CAN.
12:24:53 BOTH PICKLE AND SOCIAL AND HIGH FIVE ENTERTAINMENT
12:24:56 TRADITIONALLY WHEN THEY UNDERWRITE AN INVESTMENT LIKE THIS
12:25:00 AT A VENUE LIKE THIS, THEY WILL TYPICALLY LOOK AT A 20 TO
12:25:04 30-MILE DRIVE TIME AS A RADIUS MAP TO DETERMINE THE MARKET
12:25:07 SIZE THAT THEY WOULD DRAW FROM.
12:25:09 HIGH FIVE ENTERTAINMENT RUNS 500 TO 750 THOUSAND CUSTOMERS
12:25:15 THROUGH THEIR DOORS IN ANY GIVEN YEAR AT A TYPICAL VENUE.
12:25:21 PICKLE AND SOCIAL, CHICKEN AND PICKLE, THOSE KIND OF VENUES
12:25:24 BASICALLY DO THE SAME THING.
12:25:26 CERTAINLY, A CRYSTAL LAGOONS, GIVEN THE FEATURE THAT IT IS,
12:25:29 WILL DRAW FROM A MUCH BROADER RADIUS THAN THAT AND BECOME A
12:25:35 DESTINATION IN AND OF ITSELF.
12:25:39 BUT I WANT TO MAKE SURE THAT WE ACCURATELY RELAY TO COUNCIL
12:25:43 BECAUSE IT'S SOMETHING THAT WE AS A COMMUNITY TAKING MY

12:25:46 PROFESSIONAL HAT OFF AND RESIDENT HAT ON, SOMETHING AS A
 12:25:52 COMMUNITY WE NEED TO TAKE INTO ACCOUNT, ALL OF THESE VENUES
 12:25:55 WILL LOOK TO CUSTOMERS AND REVENUE GENERATION FROM PEOPLE
 12:25:59 OUTSIDE OF ESTERO.
 12:26:02 THE BUSINESSES AREN'T GOING TO SURVIVE SIMPLY OFF OF
 12:26:05 PREDOMINANTLY ESTERO AUDIENCE.

12:26:07 SO IT IS IMPORTANT TO RECOGNIZE AND UNDERSTAND THAT OUTSIDE
 12:26:12 VISITATION WILL BE AN IMPORTANT ELEMENT FOR ALL OF THESE
 12:26:16 PRIVATE PARTNERS, NOT JUST CRYSTAL LAGOONS.
 12:26:22 >>Mayor McLain: THANK YOU, MICHAEL.
 12:26:24 >> MICHAEL: THANK YOU.
 12:26:24 >>Mayor McLain: WELL, I THINK WE'VE CONCLUDED OUR AGENDA FOR
 12:26:27 TODAY.
 12:26:27 STEVE, YOU HAVE ONE COMMENT?
 12:26:29 >>Steven Sarkozy: YES, RELATED TO THIS WHOLE PROJECT, THE
 12:26:33 PUBLIC OUTREACH IS SOMETHING THAT WE'RE GOING TO CONTINUE
 12:26:38 AND ACTUALLY ACCELERATE IN TERMS OF THE NUMBER AND TYPES OF
 12:26:43 OPPORTUNITIES.
 12:26:43 MICHAEL MENTIONED THAT TOMORROW AT 6:00 IN THE EVENING,
 12:26:48 THERE'S A PUBLIC FORUM OVER AT THE ESTERO COMMUNITY CHURCH
 12:26:54 DUE NORTH OF US.
 12:26:57 WE'VE HAD OTHER FORUMS OVER THERE IN THE PAST.
 12:26:59 THE CHURCH HAS BEEN VERY GRACIOUS TO GIVE US THEIR FACILITY,
 12:27:03 AND MICHAEL AND HIS STAFF ARE GOING TO BE THERE AS AN
 12:27:06 INFORMATIONAL OUTREACH TO PEOPLE THAT MIGHT WANT TO BE
 12:27:09 INVOLVED.
 12:27:10 WE PLAN ON DOING OTHERS OF THOSE.
 12:27:15 THEY ARE NOT YET SCHEDULED, BUT WE WILL DROP THEM INTO THE
 12:27:18 CALENDAR AS WE PROGRESS WITH THIS.
 12:27:22 BECAUSE AS MORE INFORMATION BECOMES KNOWN, WE'RE GOING TO GO
 12:27:24 FROM A VERY WIDE PERSPECTIVE TO HOPEFULLY A MORE NARROW

12:27:28 PERSPECTIVE AND BE ABLE TO GET GOOD COMMUNITY FEEDBACK.
 12:27:31 THE SECOND PART OF THE COMMUNITY OUTREACH IS A FOCUS GROUP
 12:27:36 THAT WE FORMED REGARDING PICKLEBALL.
 12:27:41 THE WHOLE ISSUE, AND MIKE HAS TOUCHED ON THIS.
 12:27:44 IT'S NOT JUST PUTTING UP A PICKLEBALL FACILITY, BUT HOW DO
 12:27:47 YOU PRICE IT SO THAT IT'S ATTRACTIVE TO ESTERO RESIDENTS BUT
 12:27:54 ALSO ATTRACTIVE TO MAXIMIZE THE REVENUE-GENERATING POTENTIAL
 12:28:00 OUT THERE FOR COULD BE 24 OR MORE COURTS.
 12:28:04 SO WE DON'T KNOW HOW TO DO THAT.
 12:28:06 AND WHAT'S IMPORTANT TO THE PICKLEBALL COMMUNITY.
 12:28:10 SO WE'VE HAD ONE OF THOSE SESSIONS.
 12:28:13 WE'RE GOING TO SET THOSE UP SO THAT COME ONE, COME ALL, BUT
 12:28:17 TO GET A BETTER IDEA OF WHAT THE COMMUNITY WANTS IN TERMS OF
 12:28:21 PICKLEBALL.
 12:28:23 THOSE ARE GOING TO BE GENERALLY ON THURSDAY, IF THERE ARE

12:28:27 PEOPLE OUT THERE THAT ARE INTERESTED, CONTACT CAROL.
 12:28:31 WE'LL PUT OUT NOTICES ON THAT.
 12:28:34 BUT IT'S JUST REGARDING PICKLEBALL, HOW YOU SCHEDULE IT,
 12:28:37 WHAT MAKES SENSE, WHAT DOES YOUR COMMUNITY FEEL ABOUT
 12:28:42 PICKLEBALL?
 12:28:43 HOW DO YOU DEVELOP LEAGUES TO REALLY ENERGIZE THE WHOLE
 12:28:48 PROGRAM ACTIVITY AND WHAT DOES THAT MEAN FOR REVENUE?
 12:28:51 BIG QUESTIONS OUT THERE, AND THE WHOLE IDEA IS, HOW DO YOU
 12:28:58 SKEW THIS TO BE VERY ATTRACTIVE TO ESTERO RESIDENTS BUT ALSO
 12:29:01 MAKE MONEY?

 12:29:03 >>Mayor McLain: THANK YOU, STEVE.
 12:29:04 REGARDING THE MEETING TOMORROW NIGHT, I THINK MAYBE INTEREST
 12:29:07 AMONGST THE COUNCIL, OUR VILLAGE ATTORNEY, WHAT'S YOUR
 12:29:14 ADVICE ON -- SHOULD THERE ONLY BE ONE MEMBER THERE FROM
 12:29:18 COUNCIL?
 12:29:19 >>Robert Eschenfelder: NO.
 12:29:20 FIRST OF ALL, TO GO BACK TO VICE-MAYOR'S EARLIER QUESTION,
 12:29:24 I'M THE GUILTY PARTY THAT ADVISED AGAINST YOU ALL GOING OVER
 12:29:28 TOGETHER.
 12:29:28 BUT THE PROBLEM IS, THERE IS A 1994 CASE THAT SAYS THAT
 12:29:33 FIELD TRIPS BY AN ENTIRE GOVERNING BOARD ARE A SUNSHINE
 12:29:37 MEETING.
 12:29:38 THEN OTHER AUTHORITY THAT SAYS GOVERNING BOARDS AREN'T
 12:29:40 ALLOWED TO MEET OUTSIDE THEIR JURISDICTION.
 12:29:42 SO YOU WOULD BE HAVING A MEETING IN HILLSBOROUGH COUNTY,
 12:29:45 WHICH IS ARGUABLY -- AND AS YOU KNOW, IF YOU VIOLATE
 12:29:49 SUNSHINE, EVERYTHING YOU DO THERE AFTER ALL FALLS APART.
 12:29:53 EVEN IF WE MOVE FORWARD AND APPROVE AGREEMENTS, THEN SOMEONE
 12:29:55 CAN CHALLENGE IT.
 12:29:57 IT IS THE SAFEST THING TO DO.
 12:29:58 MY ADVICE IS YOU GO INDIVIDUALLY IF YOU WISH TO GO AND THE
 12:30:02 MANAGER SET THOSE UP.
 12:30:03 WITH RESPECT TO THE INFORMATION SESSION TOMORROW, NO, IT'S
 12:30:06 MY LEGAL ADVICE THAT IT'S NOT A MEETING.
 12:30:09 I COVERED THIS WITH SOME OF THE NEW MEMBERS THAT I DID

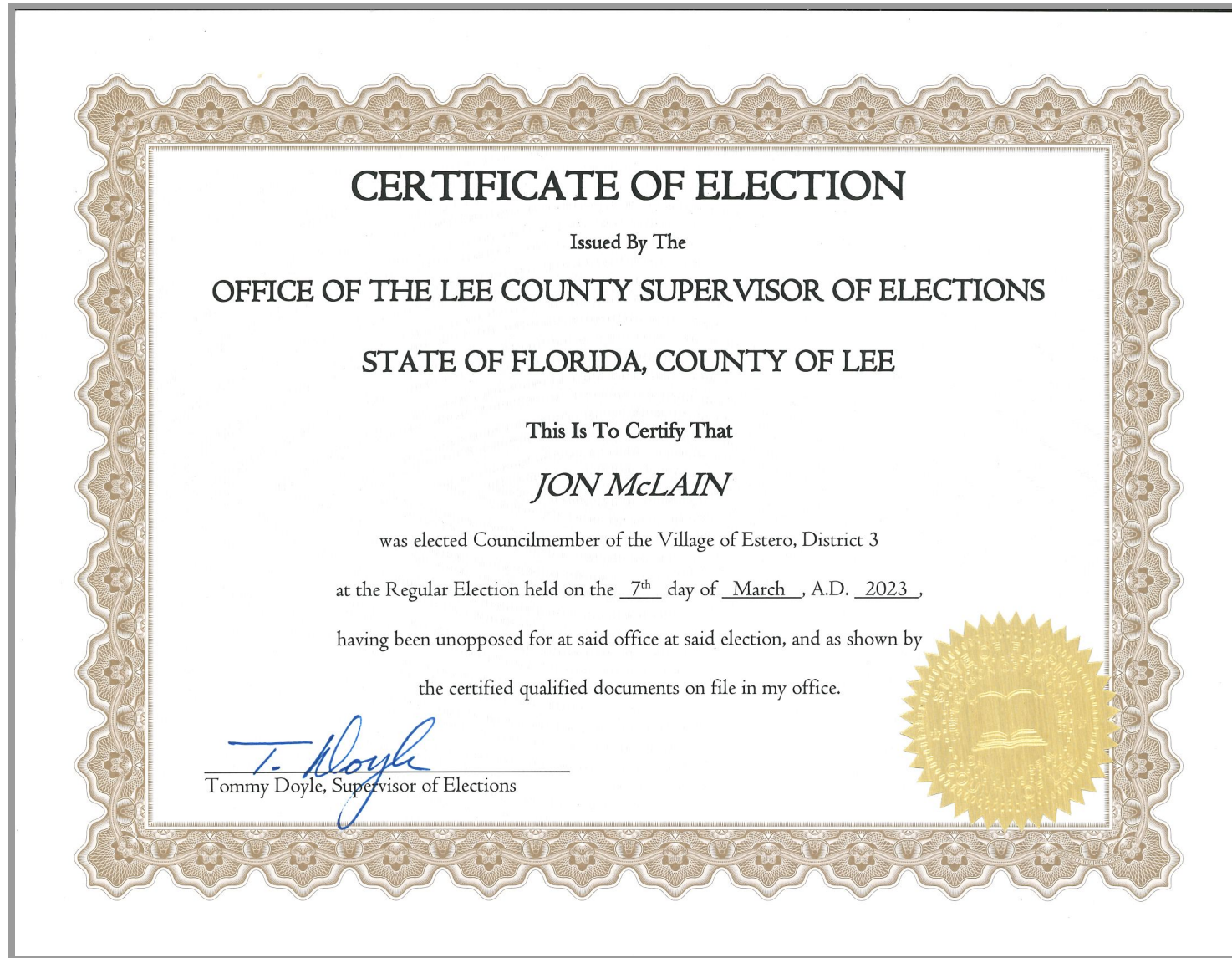
 12:30:12 ORIENTATION WITH THAT HAVEN'T BEEN ON COUNCIL BEFORE, BUT
 12:30:16 THE SUNSHINE COVERS MEETINGS OF A GOVERNING BOARD.
 12:30:20 JUST THE FACT THAT TWO OR MORE OF YOU SHOULD SHOW UP AT AN
 12:30:24 INFORMATION SESSION, AT PUBLIX, AT A GAME OR WHATNOT, A
 12:30:28 SPEECH BY A FEDERAL CANDIDATE, THAT DOESN'T MATTER.
 12:30:32 AS MANY OF YOU WANT TO GO CAN GO.
 12:30:35 YOU CAN LISTEN.
 12:30:36 YOU CAN OBSERVE.
 12:30:36 YOU CAN ASK QUESTIONS.
 12:30:38 YOU CAN EVEN OFFER YOUR OWN INPUT.
 12:30:40 WHAT YOU CAN'T DO IS TALK AMONGST YOURSELVES WITH YOUR

12:30:43 FELLOW COLLEAGUES ABOUT THE MATTER.
 12:30:45 AS LONG AS YOU OBEY THAT RULE, IF YOU ALL WANT TO BE THERE,
 12:30:49 YOU CAN BE THERE.
 12:30:50 >>Mayor McLain: THANK YOU VERY MUCH.
 12:30:51 I THINK MARY GIBBS HAS THE HONOR OF GOING THERE TOMORROW
 12:30:54 NIGHT, TOO.
 12:30:54 SHE LIKES TO WORK AT NIGHT.
 12:30:58 >>Steven Sarkozy: REGARDING THE OUTREACH TO OTHER VENUES, IF
 12:31:01 PEOPLE WANT TO GO UP TO WESLEY CHAPEL OR TO NORTH FORT
 12:31:04 MYERS, THAT'S REALLY IMPORTANT FOR THE COUNCIL TO DO,
 12:31:08 WHICHEVER ONE OR BOTH YOU SELECT.
 12:31:09 THE VILLAGE SHOULD PAY FOR THAT, THE MILEAGE AND WHATNOT, SO
 12:31:16 IT BECOMES A PERSONAL ROAD TRIP, BUT IT'S OFFICIAL BUSINESS.
 12:31:21 AND LATER IN THE PROCESS, I'M GOING TO EVEN SUGGEST THAT WE

 12:31:24 GO TO REMOTE LOCATIONS, MAYBE ATLANTA OR AUSTIN TEXAS WHERE
 12:31:33 HIGH FIVE, PICKLE AND SOCIAL.
 12:31:35 IT'S AN IMPORTANT DECISION FOR THE COMMUNITY AND YOU SHOULD
 12:31:39 SEE IT, TOUCH IT, FEEL IT, MAKE SURE IT'S THE RIGHT THING.
 12:31:43 >>Mayor McLain: I AGREE WITH YOU.
 12:31:44 WELL, WE'VE PACKED A LOT OF A BANG TODAY.
 12:31:49 I'LL MAKE A MOTION -- OR MAKE -- SOLICIT A MOTION TO ADJOURN
 12:31:54 THIS MEETING.
 12:31:55 >>Larry Fiesel: MAKE A MOTION WE ADJOURN.
 12:31:58 >>Mayor McLain: COUNCIL MEMBER FIESEL.
 12:32:01 AND COUNCILMAN LOPEZ.
 12:32:03 WE ARE DONE.
 12:32:04 [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**

March 15, 2023 9:30 a.m.

1. CALL TO ORDER

INVOCATION

Pastor John Roth Thrive Church

PLEDGE OF ALLEGIANCE

Councilmember Boesch

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, Councilmember Jim Ward - District 6, and
Councilmember Jim Wilson - District 7.

Also present

Village Manager Steve Sarkozy, Village Attorney Robert Eschenfelder, Community
Development Director Mary Gibbs, Public Works Director David Willems, Deputy
Village Clerk Tammy Duran, and Village Clerk Carol Sacco.

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

Motion: Motion to approve agenda.

Motion by: Vice Mayor McLain

Seconded by: Councilmember Wilson

Action: Approved agenda.

Vote: (Roll Call)

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

Nay:

Abstentions:

3. PROCLAMATIONS

(a) Estero High School Cambridge Student Award (51 students)

Askar Rice
Bryce Krohnfeldt
Jack Calder
Natalie Brogdon
Peter Waszkowski

Council Questions or Comments

Mayor Errington.

4. PUBLIC COMMENT ON NON-AGENDA ITEMS

In Person

Gary Israel, Stoneybrook

April 5, 2023, Swearing in of new Council.

April 19, 2023, Farewell/honoring current Council.

Staff Presentation/Comments

Steve Sarkozy, Village Manager

5. CONSENT AGENDA

(a) March 1, 2023 Minutes

Motion: Motion to approve the Consent Agenda.

Motion by: Councilmember Fiesel

Seconded by: Councilmember Ribble

Action: Approved the Consent Agenda.

Vote: (Roll Call)

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

Nay:

Abstentions:

6. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

None.

7. ACTION ITEM

(a) RFP 2023-01 Disaster Management Services

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Council Questions or Comments

Councilmembers Ribble, Boesch, and Ward.

Public Comments

None.

Motion: Motion to concur with and approve the ranking of consultants for RFP 2023-01 Disaster Management Services to The Village of Estero.

Motion by: Councilmember Boesch

Seconded by: Councilmember Ribble

Action: Concurred with and approved the ranking of consultants for RFP 2023-01 Disaster Management Services to The Village of Estero.

Vote: (Roll Call)

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

Nay:

Abstentions:

(b) US 41 Medians 1-5 Landscaping Contract

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Council Questions or Comments

Councilmember Ward and Mayor Errington.

Public Comments

Clark McKenzie, Estero

Motion: Motion to approve miscellaneous Contractor Services contract EC 2019-66 STA 36 with P&T Lawn & Tractor Services to install landscaping within US 41 Medians 1-5, including a 10% contingency.

Motion by: Councilmember Wilson

Seconded by: Councilmember Ward

Action: Approved miscellaneous Contractor Services contract EC 2019-66 STA 36 with P&T Lawn & Tractor Services to install landscaping within US 41 Medians 1-5, including a 10% contingency.

Vote: (Roll Call)

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

Nay:

Abstentions:

(c) Recreational Proposals for the Village-owned Williams Road Property

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Presentation/Information by:

Michael Comparato, Vieste LLC

Council Questions or Comments

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

Public Comments

Tom Parisi, Fountain Lakes

Richard Brown, Rapallo

Clark McKenzie, Estero

Motion: Motion to approve Recreational Proposals for the Village-owned Williams Road Property.

Motion by: Councilmember Fiesel

Seconded by: Councilmember Ribble

Action: Approved Recreational Proposals for the Village-owned Williams Road Property.

Vote: (Roll Call)

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

Nay:

Abstentions:

8. PUBLIC COMMENT ON NON-AGENDA ITEMS

None.

9. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

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

10. VILLAGE ATTORNEY'S REPORT

Robert Eschenfelder, Village Attorney

11. VILLAGE MANAGER'S REPORT

Steve Sarkozy, Village Manager

Adjourn Regular Session at 11:05 am and Convene Workshop Item 11:15 am

12. WORKSHOP

(a) Planning, Zoning and Design Board Annual Report

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Presentation/Information by:

Scotty Wood, Chairman of Planning Zoning and Design Board

Council Questions or Comments

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

Public Comments

None.

(b) Update on Development Projects in Estero

Staff Presentation/Comments

Mary Gibbs, Community Development Director

Council Questions or Comments

Councilmembers Ribble, Ward, Wilson, Boesch, and Mayor Errington.

Public Comments

None.

13. ADJOURNMENT at 12:19 pm

ATTEST:

VILLAGE OF ESTERO, FLORIDA

By: _____
Carol Sacco, Village Clerk

By: _____
Jon McLain, Vice Mayor

(td/CS)

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

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
April 5, 2023

Agenda Item:

Financial Report for the month ended February 28, 2023.

Description:

This financial report provides budget to actual comparisons for the month ending February 28, 2023, which is the **fifth** month of the 2022-2023 fiscal year. Activity year to date is trending as projected during the second quarter of the fiscal year.

- *Ad valorem (real estate) taxes:* February was the fourth month of ad valorem taxes being remitted to the Village from the Lee County Tax Collector. In February, the Village received 11%, or \$635,193, of the annual budgeted ad valorem taxes, bringing the year-to-date totals to approximately \$5.4 million, or 95% of the budgeted amount.
- *General Fund:* State Revenue Sharing Sales Tax (41%), and State Revenue Sharing Fuel Tax (41%) remain strong to start the year, Half-Cent Sales Tax (40%) accounted for \$423,572 of its \$1,403,192 year-to-date totals in January.
- *Hurricane Ian Expenditures:* In February, the Village paid \$5,513,563 for Hurricane Ian debris removal expenditures. Hurricane Ian disaster recovery expenditures through February 28, 2023, total \$6,978,602. Expenditures after this date are anticipated to be minimal. The Village is seeking Federal Emergency Management Agency (FEMA) Public Assistance to reimburse for disaster costs. A first payment of \$2,361,230.78 is expected in April of 2023.
- *Reserved Funds:* The General Fund has \$1,721,747 in operating reserve funds (Unassigned General Fund Balance); \$670,000 in litigation defense reserve funds and \$148,000 in major road maintenance reserve funds. The Unassigned General Fund Balance is calculated based on the new Fund Balance Policy of retaining 3 months of operating expenses. The remaining funds are allocated to Capital Projects and total \$27,852,082.
- *Available funds:* total funds categorized as available are \$42,601,514 which includes the General Fund Capital Projects reserve.

Action Requested:

Accept financial reports.

Financial Impact:

There is no financial impact of this report.

Prepared by: Kevin Greenville, CPA Finance Director

Attachments:

1. February 28, 2023 Financial report



Village of Estero
Budget Report-All Funds
For the Month Ending February 2023

	Current Month	2022-2023 Year to Date	2022-2023	2022-2023 Budget	2022-2023
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Year to Date Percentage</u>
Ad Valorem Taxes	635,193	5,413,516	5,686,200	(272,684)	95%
Local Communications Svcs Tax	80,038	344,377	958,500	(614,123)	36%
Local Business Tax	1,391	5,473	8,400	(2,927)	65%
Franchise Fees-Electric	196,329	839,337	2,076,100	(1,236,763)	40%
Franchise Fees-Solid Waste	-	42,071	177,200	(135,129)	24%
Franchise Fees-Natural Gas	-	53,640	60,000	(6,360)	89%
Rev Sharing Sales tax	62,235	311,174	752,700	(441,526)	41%
Mobile Home License	319	2,179	3,200	(1,021)	68%
Alcohol Beverage Tax	122	122	30,800	(30,678)	0%
Half Cent Sales Tax	423,572	1,403,192	3,521,100	(2,117,908)	40%
Fines & Forfeitures	20	80	200	(120)	40%
Interest Income	48,677	183,677	5,600	178,077	3280%
Rental income	3,000	15,000	36,000	(21,000)	42%
Miscellaneous Revenue	1,017	1,017	15,000	(13,983)	7%
Administrative Fee	8,870	56,929	16,500	40,429	345%
Cost Recovery-Admin Charge	-	4,765	23,000	(18,235)	21%
Dev & Zoning-Fixed Fees	5,180	22,523	90,200	(67,677)	25%
Dev & Zoning-Cost Recovery Fee	11,439	56,893	89,900	(33,007)	63%
Planning-Miscellaneous Revenue	3,551	14,559	50,000	(35,442)	29%
Code Comp & Contractor License	-	-	30,000	(30,000)	0%
Local Option Gas Tax-1-6 Cent	53,823	197,267	582,600	(385,333)	34%
ROW Permits	-	(50)	1,500	(1,550)	-3%
Rev Sharing-Fuel Tax	15,666	78,329	189,500	(111,171)	41%
FDOT US 41 Light Maintenance	-	-	120,000	(120,000)	0%
ARPA Funding	-	-	-	-	0%
WCIND Marine Patrol Revenue	-	-	600	(600)	0%
FEMA-Federal Share	-	(3,805)	-	(3,805)	0%
Total Revenues-General Fund	1,550,442	9,042,268	14,524,800	(5,482,532)	62%
Building Fees	73,436	444,021	1,064,600	(620,579)	42%
Surcharge Fee Retained	-	820	1,000	(180)	82%
Convenience Fee	2,967	11,832	36,300	(24,468)	33%
Interest income	981	4,154	100	4,054	4154%
Total Revenues-Building Fee Fund	77,383	460,827	1,102,000	(641,173)	42%
Interest Income	-	-	-	-	0%
Total Revenues-Debt Serv	-	-	-	-	0%



Village of Estero
Budget Report-All Funds
For the Month Ending February 2023

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	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Year to Date Percentage</u>
Local Option Gas Tax 1-5 Cent	38,452	143,470	423,350	(279,880)	34%
Interest Income-Gas Tax	2,769	10,828	300	10,528	3609%
Developer Contributions-Inters	-	-	-	-	0%
CDBG Urban County Coop	29,673	29,673	-	29,673	0%
FDOT Funding-US 41 Landscaping	-	-	-	-	0%
Road Imp Fee-Residential	169,932	1,145,708	88,000	1,057,708	1302%
Road Imp Fees-Commercial	32,231	35,146	425,100	(389,954)	8%
Interest Income-Rd Impact	14,285	56,624	1,300	55,324	4356%
Interest Income-Com Prk Impact	145	582	200	382	291%
Interest Inc-Com Prk Contri	138	553	-	553	0%
Interest Inc-Public Land	195	783	-	783	0%
Park Imp Fees-Residential	26,095	96,705	13,500	83,205	716%
Park Imp Fee-Commercial	-	118,524	40,000	78,524	296%
Interest Income-Park Imp	1,248	4,578	100	4,478	4578%
Total Revenues-Capital Projects Fund	315,163	1,643,175	991,850	651,325	166%
Convenience Fee	1,269	1,672	-	1,672	0%
Charges for Svcs-Driving Range	47,807	144,115	90,000	54,115	160%
Interest Income	234	816	-	816	0%
Cash Over / Short	(16)	(51)	-	(51)	0%
Total Revenues-Driving Range Fund	49,294	146,552	90,000	56,552	163%
Total Revenues-All Funds	1,992,283	11,292,822	16,708,650	(5,415,828)	68%
Debt Serv Fd Trans from Gen Fd	-	-	-	-	0%
Cap Projects Trans from Gen Fd	178,298	616,012	24,817,030	(24,201,018)	2%
Transfer from General Fund	-	-	-	-	0%
Total Revenues and Other Financing Sources-All Funds	2,170,580	11,908,834	41,525,680	(29,616,846)	29%
Executive Salaries	10,356	51,782	124,300	72,518	42%
FICA Taxes	792	3,961	9,600	5,639	41%
Workers Comp	10	120	300	180	40%
Unemployment Comp	282	876	2,000	1,124	44%
Travel and Per Diem	(150)	(110)	22,000	22,110	-1%
Books Pub & Memberships	-	8,003	5,000	(3,003)	160%
Training	-	(75)	2,000	2,075	-4%
Total Village Council	11,291	64,557	165,200	100,643	39%



Village of Estero
Budget Report-All Funds
For the Month Ending February 2023

	Current Month	2022-2023 Year to Date	2022-2023	2022-2023 Budget	2022-2023
	<u>Actual</u>	<u>Date</u> <u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Year to Date</u> <u>Percentage</u>
Executive Salary	16,958	86,037	224,700	138,663	38%
Car Allowance	554	2,809	7,200	4,391	39%
Regular Salaries & Wages	10,324	52,149	155,700	103,551	33%
FICA Taxes	2,097	7,284	24,500	17,216	30%
Retirement Contributions	1,781	9,696	47,600	37,904	20%
Group Insurance	14,948	40,134	80,100	39,966	50%
Worker's Compensation	40	40	800	760	5%
Unemployment Comp	98	392	700	308	56%
Miscellaneous Professional Srv	9,000	15,000	75,000	60,000	20%
Communication Services	6,003	15,003	33,700	18,697	45%
Miscellaneous Contractual Srvs	-	-	35,000	35,000	0%
Travel & Per Diem	45	3,287	12,000	8,713	27%
Public Relations	750	9,623	15,000	5,377	64%
Books Pub & Memberships	-	750	3,000	2,250	25%
Training	-	75	4,000	3,925	2%
<i>Total Village Manager</i>	62,598	242,278	719,000	476,722	34%
Village Attorney	15,404	44,189	200,000	155,811	22%
Land Use Legal	16,047	25,959	85,000	59,041	31%
Comprehensive Plan Legal	-	-	15,000	15,000	0%
Code Enforcement Legal	-	-	12,000	12,000	0%
Land Dev Code Legal	-	-	15,000	15,000	0%
Miscellaneous legal	3,125	5,625	-	(5,625)	0%
<i>Total Village Attorney</i>	34,575	75,773	327,000	251,227	23%
Regular Salaries & Wages	3,169	16,059	154,800	138,741	10%
FICA Taxes	242	1,229	11,900	10,671	10%
Retirement Contributions	829	2,074	9,700	7,627	21%
Group Insurance	-	-	25,200	25,200	0%
Worker's Compensation	4	12	300	288	4%
Unemployment Compensation	112	315	800	485	39%
Codification	-	-	3,000	3,000	0%
Travel & Per Diem	96	96	500	404	19%
Legal Notices	1,262	1,716	5,000	3,284	34%
Book, Pub & Membership	-	-	500	500	0%
Training	75	111	100	(11)	111%
<i>Total Village Clerk</i>	5,790	21,612	211,800	190,188	10%



Village of Estero
Budget Report-All Funds
For the Month Ending February 2023

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	<u>Actual</u>	<u>Date</u> <u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Year to Date</u> <u>Percentage</u>
Regular Salaries & Wages	24,810	142,103	381,800	239,697	37%
FICA Taxes	1,866	10,726	28,900	18,174	37%
Retirement Contributions	1,333	5,997	19,100	13,103	31%
Group Insurance	5,740	14,763	30,300	15,537	49%
Worker's Compensation	30	98	800	702	12%
Unemployment Compensation	154	510	1,100	590	46%
Accounting Services	-	4,850	20,000	15,150	24%
Auditing & Actuarial Services	-	1,000	50,000	49,000	2%
Books, Publications & Members	-	-	750	750	0%
<i>Total Finance</i>	33,934	180,048	532,750	352,702	34%
Regular Salaries & Wages	22,518	108,574	289,600	181,026	37%
FICA Taxes	1,698	7,784	23,200	15,416	34%
Retirement Contributions	2,916	13,714	45,200	31,486	30%
Group Insurance	9,279	27,294	82,000	54,706	33%
Worker's Compensation	343	1,105	6,400	5,295	17%
Unemployment Compensation	167	697	900	203	77%
Land Development Code	-	-	40,000	40,000	0%
Comp Plan/Land Dev Regulations	-	-	30,000	30,000	0%
Growth Model Srvs	-	-	10,000	10,000	0%
Development Srvs Manager	-	-	40,000	40,000	0%
Misc Professional Services	-	-	65,000	65,000	0%
Economic Development	-	12,500	60,000	47,500	21%
Travel & Per Diem	-	204	2,000	1,796	10%
Legal Notices-Plan & Zoning	-	1,789	6,000	4,211	30%
Books, Pub & Memberships	-	3,360	10,000	6,640	34%
Training	198	198	600	402	33%
<i>Total Development Services</i>	37,119	177,219	710,900	533,681	25%
Cost Recovery-Wages	8,954	51,091	119,600	68,509	43%
Cost Recovery FICA Taxes	685	4,003	8,000	3,997	50%
Cost Recovery Worker's Comp	-	-	1,400	1,400	0%
Cost Recovery Unemploy Comp	-	-	300	300	0%
Cost Recovery Prof Services	1,800	1,800	15,000	13,200	12%
Planning & Zoning-Fixed Fee	17,636	69,568	350,000	280,432	20%
<i>Total Planning, Zoning and Development</i>					
<i>Review Services</i>	29,075	126,461	494,300	367,839	26%



Village of Estero
Budget Report-All Funds
For the Month Ending February 2023

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	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Percentage</u>
Special Magistrate Srvs	-	-	16,000	16,000	0%
Code Compliance Contract Srvs	-	12,566	160,160	147,594	8%
Other Chrges-Filing Fees	21	54	1,200	1,146	4%
<i>Total Code Compliance Services</i>	21	12,619	177,360	164,741	7%
Lee Cty Animal Control Srvs	-	-	38,000	38,000	0%
<i>Total Animal Control</i>	-	-	38,000	38,000	0%
Flood Plain-Com Rating System	-	-	150,000	150,000	0%
NPDES Compliance	-	-	5,000	5,000	0%
Water Level & Quality Monitor	5,500	19,664	100,000	80,336	20%
Estero River Sediment Analysis	-	-	20,000	20,000	0%
Water & Sewer Expansion	86,765	753,263	-	(753,263)	0%
Community Monitoring	-	-	20,000	20,000	0%
Miscellaneous Stormwater Maint	-	-	300,000	300,000	0%
Estero River Maintenance	-	989	-	(989)	0%
<i>Total Public Works/ Physical Environment</i>	92,265	778,916	600,000	(178,916)	130%



Village of Estero
Budget Report-All Funds
For the Month Ending February 2023

	Current Month	2022-2023 Year to Date	2022-2023	2022-2023 Budget	2022-2023
	<u>Actual</u>	<u>Date</u> <u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Year to Date</u> <u>Percentage</u>
Regular Salaries & Wages	-	-	301,300	301,300	0%
Public Works Wages	24,280	122,759	-	(122,759)	0%
FICA Taxes	1,800	8,860	22,000	13,140	40%
Retirement Contribution	1,331	6,211	20,600	14,389	30%
Group Insurance	7,589	20,493	44,900	24,407	46%
Worker's Compensation	523	1,686	8,700	7,014	19%
Unemployment Compensation	126	263	900	637	29%
Traffic Counts	-	-	16,500	16,500	0%
Misc Professional Services	13,409	44,331	60,000	15,669	74%
Misc Construction Services	-	2,737	60,000	57,263	5%
Bridge Maintenance	-	-	10,000	10,000	0%
Guardrail Maintenance	-	-	-	-	0%
Irrigation Maintenance	1,879	7,640	-	(7,640)	0%
Landscape Maintenance	700	12,585	152,500	139,915	8%
Minor Paving Services	-	41,760	-	(41,760)	0%
Mowing Maintenance	11,410	11,410	-	(11,410)	0%
Ditch Maintenance	91,236	91,236	-	(91,236)	0%
Sidewalk Maintenance	-	-	-	-	0%
Street Light Maintenance	-	15,265	50,000	34,735	31%
Street Sweeping Services	-	6,160	22,000	15,840	28%
Traffic Sign Maintenance	-	7,210	5,000	(2,210)	144%
Traffic Signal Maintenance	-	2,637	6,000	3,364	44%
Right-of-Way Permit Review	131	1,691	20,000	18,309	8%
Railroad Maintenance	-	19,670	150,000	130,330	13%
Misc Landscape Projects	475	1,425	20,000	18,575	7%
Sandy Lane Bridge Maint/Access	-	-	-	-	0%
Road Maintenance	-	425	250,000	249,575	0%
US41 Traffic Signal Maint	-	-	30,000	30,000	0%
US41 Landscape Maint	34,175	98,851	333,000	234,149	30%
Estero Parkway Landscape Maint	71,685	174,713	486,500	311,788	36%
Travel	170	3,260	5,000	1,740	65%
Communications	42	187	500	313	37%
Utilities	4,919	17,917	35,270	17,353	51%
Equipment & leases	255	1,275	2,500	1,225	51%
Street Light Insurance	-	3,214	16,500	13,286	19%
Operating Supplies	-	346	3,000	2,654	12%
Books, Publications & Members	-	800	1,500	700	53%
Training	-	369	2,000	1,631	18%
Total Public Works/ Transportation	266,134	727,385	2,136,170	1,408,785	34%



Village of Estero
Budget Report-All Funds
For the Month Ending February 2023

	Current Month	2022-2023 Year to Date	2022-2023	2022-2023 Budget	2022-2023
	<u>Actual</u>	<u>Date Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Year to Date Percentage</u>
Webmaster Srvs & Maintenance	600	3,495	9,000	5,505	39%
Software Licensing	314	63,308	70,000	6,692	90%
Information Technology Srvs	14,064	47,035	120,000	72,965	39%
Audio Visual Services	-	-	120,000	120,000	0%
Small tools & equipment	-	-	10,000	10,000	0%
Capital Outlay	-	-	10,000	10,000	0%
<i>Total Information Technology</i>	14,978	113,839	339,000	225,161	34%
Lee Cty Law Enforcement	660	1,272	10,000	8,728	13%
<i>Total Law Enforcement/ Security</i>	660	1,272	10,000	8,728	13%
Regular Salaries & Wages	-	-	115,000	115,000	0%
FICA Taxes	-	-	8,800	8,800	0%
Retirement Contributions	-	-	14,400	14,400	0%
Group Insurance	-	-	30,000	30,000	0%
Worker's Compensation	-	-	3,400	3,400	0%
Unemployment Compensation	-	-	300	300	0%
Parks Master Plan	1,450	6,450	-	(6,450)	0%
YMCA Operating Agreement	61,295	131,598	63,000	(68,598)	209%
Utilities	258	2,262	6,000	3,738	38%
Equipment Rent & Leases	-	-	1,100	1,100	0%
Repairs & Maint	-	90	20,000	19,910	0%
<i>Total Parks & Recreation</i>	63,003	140,400	262,000	121,600	54%
Recruitment Services	6,500	11,492	-	(11,492)	0%
Lobbying Services	3,000	12,000	80,000	68,000	15%
State Administrative Fees	-	-	9,500	9,500	0%
Tax Collector Fees	-	-	3,750	3,750	0%
Audio Visual Services	750	7,078	20,000	12,923	35%
Misc Contractual Srvs	350	350	250,000	249,650	0%
Communications	405	1,665	5,000	3,335	33%
Freight & Postage	116	304	3,500	3,196	9%
Utilities	1,352	13,735	17,500	3,765	78%
Equipment Rental & Leases	601	3,753	10,000	6,247	38%
Office Lease-Corkscrew Palms	21,092	84,424	259,400	174,976	33%
Insurance	-	24,786	78,700	53,914	31%
Repairs & Maintenance	1,386	5,146	20,000	14,854	26%
Printing	-	-	1,500	1,500	0%
Bank Charges	72	72	-	(72)	0%
Contingency	-	-	104,200	104,200	0%
Office Supplies	552	2,426	6,500	4,074	37%
Operating Supplies	2,298	20,372	11,000	(9,372)	185%
Books Pub & Membership	47	500	2,000	1,500	25%
<i>Total General Government</i>	38,522	188,103	882,550	694,447	21%



Village of Estero
Budget Report-All Funds
For the Month Ending February 2023

	Current Month	2022-2023 Year to Date	2022-2023	2022-2023 Budget	2022-2023
	<u>Actual</u>	<u>Date</u> <u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Year to Date</u> <u>Percentage</u>
Lee City Marine Patrol	-	-	43,860	43,860	0%
<i>Total Lee County Marine Patrol</i>	-	-	43,860	43,860	0%
Hurricane Professional Srves	-	53,626	-	(53,626)	0%
Disaster Preparedness Services	-	-	10,000	10,000	0%
Hurricane Debris Removal	5,513,563	6,915,911	-	(6,915,911)	0%
Hurricane Operating Supplies	-	9,065	-	(9,065)	0%
<i>Total Disaster Services</i>	5,513,563	6,978,602	10,000	(6,968,602)	69786%
Total Expenditures-General Fund	6,203,526	9,829,085	7,659,890	(2,169,195)	128%
Building Service Contract	115,988	414,924	897,500	482,576	46%
Building IT Contract Services	460	1,862	5,000	3,138	37%
Records Imaging Services	-	-	-	-	0%
Inkforce Software	1,275	5,100	15,800	10,700	32%
Communications	152	600	1,600	1,000	37%
Freight & Postage	-	-	500	500	0%
Utilities	249	1,290	3,000	1,710	43%
Equipment Lease	721	2,716	8,600	5,884	32%
Office Lease-Corkscrew Palms	4,320	17,292	53,100	35,808	33%
Repairs & Maintenance	219	808	3,000	2,192	27%
Credit Card Fees	1,808	10,012	38,600	28,588	26%
Office Supplies	166	837	2,100	1,263	40%
Operating Supplies	37	199	8,200	8,001	2%
Capital outlay	-	-	305,000	305,000	0%
Total Expenditures-Building Fee Fund	125,395	455,638	1,342,000	886,362	34%
Principal Payments	-	-	-	-	0%
Interest Expense	-	-	-	-	0%
Total Expenditures-Debt Service	-	-	-	-	0%



Village of Estero
Budget Report-All Funds
For the Month Ending February 2023

	Current Month <u>Actual</u>	2022-2023 Year to Date <u>Actual</u>	2022-2023 <u>Budget</u>	2022-2023 Budget <u>Variance</u>	2022-2023 Year to Date <u>Percentage</u>
Estero Parkway Improvements	24,328	37,528	-	(37,528)	0%
River Ranch Rd Improvements	59,270	143,149	5,675,350	5,532,202	3%
Corkscrew Rd Widening	31,658	278,558	5,441,000	5,162,442	5%
Bridge Maintenance	-	-	-	-	0%
Williams Rd Widening	1,223	5,250	867,500	862,250	1%
<i>Total Roadway Projects</i>	116,478	464,484	11,983,850	11,519,366	4%
Corkscrew Rd Signal-Puente Ln	-	-	-	-	0%
Williams Rd Intersection Impro	5,131	31,991	460,000	428,009	7%
Williams Rd High School Turn	-	-	-	-	0%
US41 Pelican Colony Signal	-	-	-	-	0%
<i>Total Intersection Improve Proj</i>	5,131	31,991	460,000	428,009	7%
Coconut Rd Crosswalks	-	-	177,800	177,800	0%
Williams Rd Bike/Sidewalks	30,306	70,226	2,914,150	2,843,924	2%
Intersect Safety Improv Study	-	-	110,000	110,000	0%
Sandy Ln Bike-Ped Improv	71,459	233,628	2,056,380	1,822,752	11%
Broadway E Shared Use Path	-	-	-	-	0%
Broadway W Bus Stop Improv	-	-	-	-	0%
<i>Total Bicycle & Ped Improv Proj</i>	101,765	303,854	5,258,330	4,954,476	0
US 41 FDOT Landscape	-	-	540,000	540,000	0%
US 41 Landscaping Enhancement	-	-	-	-	0%
Monument Sign/Branding	-	16,500	-	(16,500)	0%
US 41 Monument Signs	5,420	7,880	480,000	472,120	2%
Three Oaks Prkwy MonumentSigns	2,150	4,000	420,000	416,000	1%
Via Coconut Pt Landscap Improv	1,583	2,375	-	(2,375)	0%
Ben Hill Griff Pkwy Landsc Imp	24,419	33,565	2,094,000	2,060,435	2%
I-75 Interchange Landscaping	-	-	100,000	100,000	0%
Williams Rd Landscape Improv	6,221	6,221	-	(6,221)	0%
<i>Total Landscaping & Beauti Proj</i>	39,793	70,541	3,634,000	3,563,459	2%
Park Capital Projects	-	-	-	-	0%
Estero on River Master Plan	51,084	56,769	252,000	195,232	0%
Estero Com Prk Master Plan	-	-	150,000	150,000	0%
Estero Com Prk Expansion	-	-	5,550,000	5,550,000	0%
Estero on the River Improvemen	13,090	23,800	2,250,000	2,226,200	0%
Williams Road Property Improv	26,683	26,683	-	(26,683)	0%
<i>Total Parks & Recreation Proj</i>	90,856	107,251	8,202,000	8,094,749	1%



Village of Estero
Budget Report-All Funds
For the Month Ending February 2023

	Current Month <u>Actual</u>	2022-2023 Year to Date <u>Actual</u>	2022-2023 <u>Budget</u>	2022-2023 Budget <u>Variance</u>	2022-2023 Year to Date <u>Percentage</u>
Estero River N Brnch Drainage	5,836	8,391	1,964,250	1,955,859	0%
Package WWTP UEP Design & Perm	-	-	105,000	105,000	0%
Broadway W UEP Design & Permit	48,558	190,185	885,000	694,815	21%
Broadway E Design & Permitting	47,056	129,781	930,000	800,219	14%
Estero Rvr Sediment Removal	-	-	30,000	30,000	0%
<i>Total Stormwater Projects</i>	101,449	328,357	3,914,250	3,585,893	8%
Land Purchase-Estero on River	-	13,875	-	(13,875)	0%
River Oaks Preserve Land	5,750	58,460	-	(58,460)	0%
<i>Total Land Acquisitions</i>	5,750	72,335	-	(72,335)	100%
 <i>Total Expenditures-Capital Project Fund</i>	 461,222	 1,378,813	 33,452,430	 32,073,617	 4%
Misc Contracted Services	45,118	92,023	36,000	(56,023)	256%
Communications	-	280	-	(280)	0%
Utilities	157	821	3,700	2,879	22%
Equipment Leases & Rentals	-	-	900	900	0%
Repairs & Maintenance	215	295	10,000	9,705	3%
Credit Card Fees	1,570	1,570	2,200	630	71%
Operating Supplies	44	44	1,500	1,456	3%
 <i>Total Expenditures-Driving Range Fund</i>	 47,105	 95,033	 54,300	 (40,733)	 175%
 <i>Total Expenditures-All Funds</i>	 6,837,248	 11,758,569	 42,508,620	 30,750,051	 28%
Gen Fd Trans to Debt Service	-	-	-	-	0%
Gen Fd Trans to Cap Projects	178,298	616,012	24,817,030	24,201,018	2%
Transfer to Driving Range Fund	-	-	-	-	0%
CIP Tran from Gas Tax-300-000	-	-	-	-	0%
CIP Tran from RdImp 300-990	(282,924)	(762,801)	-	762,801	0%
CIP Tran from Park IF 300-995	-	-	-	-	0%
Gas Tax Trans to CIP-300-266	-	-	-	-	0%
Rd Imp Fee Trans to CIP-300-990	282,924	762,801	-	(762,801)	0%
Park Imp Fee Tran to CIP-995	-	-	-	-	0%
<i>Total Expenditures and Other Financing Uses-All Funds</i>	7,015,546	12,374,581	67,325,650	54,951,069	18%
 <i>Excess Revenue over Expenditures</i>	 (4,844,965)	 (465,747)	 (25,799,970)	 25,334,223	 2%
 Estimated Prior Year Surplus		50,256,115	50,256,115	-	
 Fund Balance		49,790,368	24,456,145	25,334,223	



Village of Estero
Budget Report-All Funds
For the Month Ending February 2023

	Current Month <u>Actual</u>	2022-2023 Year to Date <u>Actual</u>	2022-2023 <u>Budget</u>	2022-2023 Budget <u>Variance</u>	2022-2023 Year to Date <u>Percentage</u>
General Fund					
Revenues	1,550,442	9,042,268	14,524,800	(5,482,532)	62%
Expenditures	6,203,526	9,829,085	7,659,890	(2,169,195)	128%
Operating Excess (deficit)	(4,653,085)	(786,816)	6,864,910	(7,651,726)	
Transfers out to Debt Service	-	-	-	-	0%
Transfers out to Capital Projects	(178,298)	(616,012)	(24,817,030)	24,201,018	2%
Transfer out to Driving Range	-	-	-	-	0%
Operating Excess (deficit)	(4,831,382)	(1,402,828)	(17,952,120)	16,549,292	
Building Fee Fund					
Revenues	77,383	460,827	1,102,000	(641,173)	42%
Expenditures	125,395	455,638	1,342,000	886,362	34%
Operating Excess (deficit)	(48,012)	5,189	(240,000)	245,189	
Debt Service Fund					
Revenues	-	-	-	-	0%
Expenditures	-	-	-	-	0%
Operating Excess (deficit)	-	-	-	-	
Debt Service Proceeds	-	-	-	-	0%
Transfers in from General Fund	-	-	-	-	0%
Transfers out to Capital Projects	-	-	-	-	0%
Operating Excess (deficit)	-	-	-	-	
Capital Projects Fund					
Revenues	315,163	1,643,175	991,850	651,325	166%
Expenditures	461,222	1,378,813	33,452,430	32,073,617	4%
Operating Excess (deficit)	(146,058)	264,362	(32,460,580)	32,724,942	
Transfers in from Other Funds	178,298	616,012	24,817,030	(24,201,018)	2%
Operating Excess (deficit)	32,239	880,374	(7,643,550)	8,523,924	
Driving Range Fund					
Revenues	49,294	146,552	90,000	56,552	163%
Expenditures	47,105	95,033	54,300	(40,733)	0%
Operating Excess (deficit)	2,190	51,519	35,700	15,819	
Transfers in from Other Funds	-	-	-	-	0%
Operating Excess (deficit)	2,190	51,519	35,700	15,819	



Village of Estero
 Budget Report-All Funds
 For the Month Ending February 2023

	Current Month <u>Actual</u>	2022-2023 Year to Date <u>Actual</u>	2022-2023 <u>Budget</u>	2022-2023 Budget <u>Variance</u>	2022-2023 Year to Date <u>Percentage</u>
Reserved and Available Funds Report					
General Fund Reserves		\$ 1,721,747			
Litigation Defense Reserve		670,000			
Major Road Maintenance Reserve		148,000			
Total Reserved Funds		<u>\$ 2,539,747</u>			
General Fund Capital Projects		\$ 27,852,082			
Building Fee Fund		665,925			
Gas Tax Capital Projects		2,084,224			
Developer Contribution		64,848			
Road Impact Fees		10,457,124			
Community Park Impact Fees		108,589			
Regional Park Impact Fees		-			
Estero Park Entry Contribution		101,709			
Park Imp Fees		948,106			
Public Land Purchase		144,127			
Driving Range		<u>174,780</u>			
Total Available Funds		<u>\$ 42,601,514</u>			

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
April 5, 2023

Agenda Item:

Resolution No. 2023-07 – Sandy Lane Bike/Ped Improvements State Funding

A resolution requesting State funding for a project known as Sandy Lane Bicycle and Pedestrian Improvements; Authorizing the Village Manager and Village Agents to take actions necessary to apply for an obtain funds from the State of Florid Department of Transportation and The State Legislature; and providing an effective date.

Motion to Adopt Resolution No. 2023-07

Background:

The Village of Estero received \$450,000 in State Appropriations in the Fiscal Year 2022-2023 State of Florida budget for the construction of a path, a bridge over the Estero River, landscaping, and street lighting along Sandy Lane. The funds will be administered by the Florida Department of Transportation (FDOT).

Description:

To finalize the funding, the FDEP requires the Village Council to adopt a resolution to authorize the Village Manager to apply for and obtain the funds from The State of Florida Department of Transportation.

Action Requested:

Adopt Resolution No. 2023-07

Process and Timeline:

After adoption, the resolution will be provided to FDOT to allow the grant agreement to be executed.

Financial Impact:

Adoption of Resolution 2023-07 will allow the Village of Estero to apply for \$450,000 in funding from FDOT.

Prepared by: David Willems, P.E.

Attachments:

1. Resolution No. 2023-07
2. State Funded Grant Agreement
3. Project Location Map

RESOLUTION NO. 2023-07

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, REQUESTING STATE FUNDING FOR A PROJECT KNOWN AS SANDY LANE BICYCLE AND PEDESTRIAN IMPROVEMENTS; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE AGENTS TO TAKE ALL ACTIONS NECESSARY TO APPLY FOR AND OBTAIN FUNDS FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE STATE LEGISLATURE; MAKING RELATED FINDINGS; PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Constitution and Charter of the Village of Estero, permit the Village to provide for the health, safety and welfare of its citizenry; and

WHEREAS, the Village's Comprehensive Plan encourages the development of recreational facilities and opportunities for residents; and

WHEREAS, the provision of bicycle and pedestrian facilities is consistent with the Village's Comprehensive Plan goals and expansion of such facilities wherever financially feasible is a goal of the Village Council; and

WHEREAS, State of Florida's statewide objectives also include the provision of recreational opportunities and facilities, both directly and by funding local infrastructure efforts; and

WHEREAS, the State and Village also have policy goals to improve bicycle and pedestrian safety through the installation, improvement and expansion of bicycle and pedestrian facilities; and

WHEREAS, as the Village continues to grow with new residential development continuing to come on line with residents seeking adequate bicycle and pedestrian facilities to meet the transportation and recreational needs of their families; and

WHEREAS, the State has funding opportunities whereby State funds are available to assist local governments in the establishment, improvement and expansion of bicycle and pedestrian facilities; and

WHEREAS, the Village wishes to obtain funding assistance from the Florida Department of Transportation and the State Legislature to allow the Village to accelerate and expand its efforts to provide for quality, safe bicycle and pedestrian facilities; 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 Council for the Village of Estero hereby respectfully requests State funding assistance for the Sandy Lane Bicycle and Pedestrian Improvements Project (the Project).
2. The Village Manager, through staff and/or agents of the Village, is hereby authorized to file applications or requests for funding with State of Florida Department of Transportation, the Florida Legislature, and any other State agency for funding for the Project; and to take any actions necessary to obtain funding, including without limitation, execution of any agreements or assurances that may be required.

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 5th day of April, 2023.

Mayor

Attest:

Carol Sacco, Village Clerk

DocuSign Envelope ID: 12AB2C45-79B9-4EB6-A949-90F792D960DD

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
 PROGRAM MANAGEMENT
 09/22

FPN: <u>450850-1-54-01</u>	Fund: <u>GR23</u>	FLAIR Category: _____
	Org Code: <u>55014010106</u>	FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
County No: <u>12-Lee</u>	Contract No: _____	Vendor No: <u>F5960005874001</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only)
 by and between the State of Florida Department of Transportation, ("Department"), and Village of Estero, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
 - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - ☒ Chapter 2021-36 , Specific Appropriation 1915A , CFSA 55.039

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the construction and CEI of Sandy Lane Bicycle and Pedestrian Improvements, as further described in **Exhibit "A"**, **Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 12/31/2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$2,803,650.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$450,000.00 and, additionally the Department's participation in the Project shall not exceed 16% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests

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payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient

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files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to

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obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design

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plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

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cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
 Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, FL 32399-0405
 Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
 Local Government Audits/342
 111 West Madison Street, Room 401
 Tallahassee, FL 32399-1450
 Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any 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 be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, 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 be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:

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- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
- ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation

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insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

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- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.
- b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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g. Exhibit and Attachment List

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit C: Engineer's Certification of Compliance
- Exhibit D: Recipient Resolution
- Exhibit F: Contract Payment Requirements
- *Exhibit H: Alternative Advance Payment Financial Provisions
- Exhibit J: State Financial Assistance (Florida Single Audit Act)
- *Exhibit K: Advance Project Reimbursement
- *Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Village of Estero

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Legal Review:

By: _____
Name: _____

DS
DC

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-011-0A
PROGRAM MANAGEMENT
05/21**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 450850-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
Village of Estero (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.721

PROJECT DESCRIPTION: Sandy Lane Bicycle and Pedestrian Improvements

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the Village of Estero in connection with the construction and CEI of a pedestrian path on the east side of Sandy Lane from Corkscrew Road to Broadway Ave E. Associated safety and drainage improvements will also be addressed, as appropriate. The general objective is for the Village to provide contract administration, management services, construction engineering inspection services, and quality acceptance reviews of all work associated with the development and preparation of the contract plans and construction of the associated improvements.

Specifically and non inclusive the following are included in the Scope of Services:

1. Construct a 12 foot wide pedestrian path along the east side of Sandy Lane from Corkscrew Road to Broadway Ave East according to Village specifications.
2. Crosswalks and pedestrian signals, as appropriate.
3. Boardwalk over existing roadside swale.
4. Pedestrian bridge crossing over the Estero River.
5. Street lights, landscaping, and irrigation, as appropriate.
6. Maintain and/or upgrade the safety of the project by protecting roadside hazards when appropriate.
7. Provide for the preparation of the Roadway plans package. This work effort includes roadway design and drainage analysis needed to prepare a complete set of Roadway Plans, Traffic control plans, environmental permits and other necessary documents.
8. Coordination with utility owners during design and construction will be required to determine and avoid potential impacts. Where unavoidable, disposition of utility conflicts should be coordinated.
9. A Professional Engineer, registered in the State of Florida in the responsible charge of the projects design shall professionally endorse (sign, seal, certify) the record plans, the special provisions and all reference and support documents.
10. Assure all surveying and mapping products and services comply with pertinent Florida Statutes and the Florida Administrative Code.
11. Identifying and obtaining any geotechnical investigation, analysis, and design dictated by the project needs.
12. Acquisition of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of Storm water Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115, Title 33, Code of Federal Regulations. In addition, permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition includes all associated permit fees.

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13. Coordinate construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments or other regional and state agencies.
14. Provide, upon completion of construction, Final As-built Construction Plans, signed and sealed by a Professional Engineer, registered in the State of Florida.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way and construction activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Construction contract to be let by- January 31, 2024
- b) Construction to be completed by- December 31, 2027

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-011-0B
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Page 1 of 1**EXHIBIT B**
SCHEDULE OF FINANCIAL ASSISTANCE

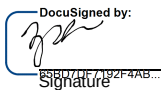
RECIPIENT NAME & BILLING ADDRESS: Village of Estero 9401 Corkscrew Palms Circle Estero, FL 33928		FINANCIAL PROJECT NUMBER: 450850-1-54-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			Indicate source of Local funds
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
Design- Phase 34	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation (GR23)	\$2,803,650.00	\$2,353,650.00	\$450,000.00	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Construction Cost		\$2,803,650.00 %	\$2,353,650.00 %	\$450,000.00 %	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :)	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT		\$2,803,650.00	\$2,353,650.00	\$450,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Zoe Giannopoulos
District Grant Manager Name

DocuSigned by:


Signature

03/16/2023 | 1:30 PM EDT

Date

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-011-0C
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Page 1 of 1**EXHIBIT C****ENGINEER'S CERTIFICATION OF COMPLIANCE**

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Village of Estero

PROJECT DESCRIPTION: Sandy Lane Bicycle and Pedestrian ImprovementsFPID#: 450850-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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EXHIBIT D
RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-011-0F
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Page 1 of 2**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☒ Chapter 2021-36, LOF, Specific Appropriation, (CSFA 55.039)

***Award Amount:** \$450,000.00

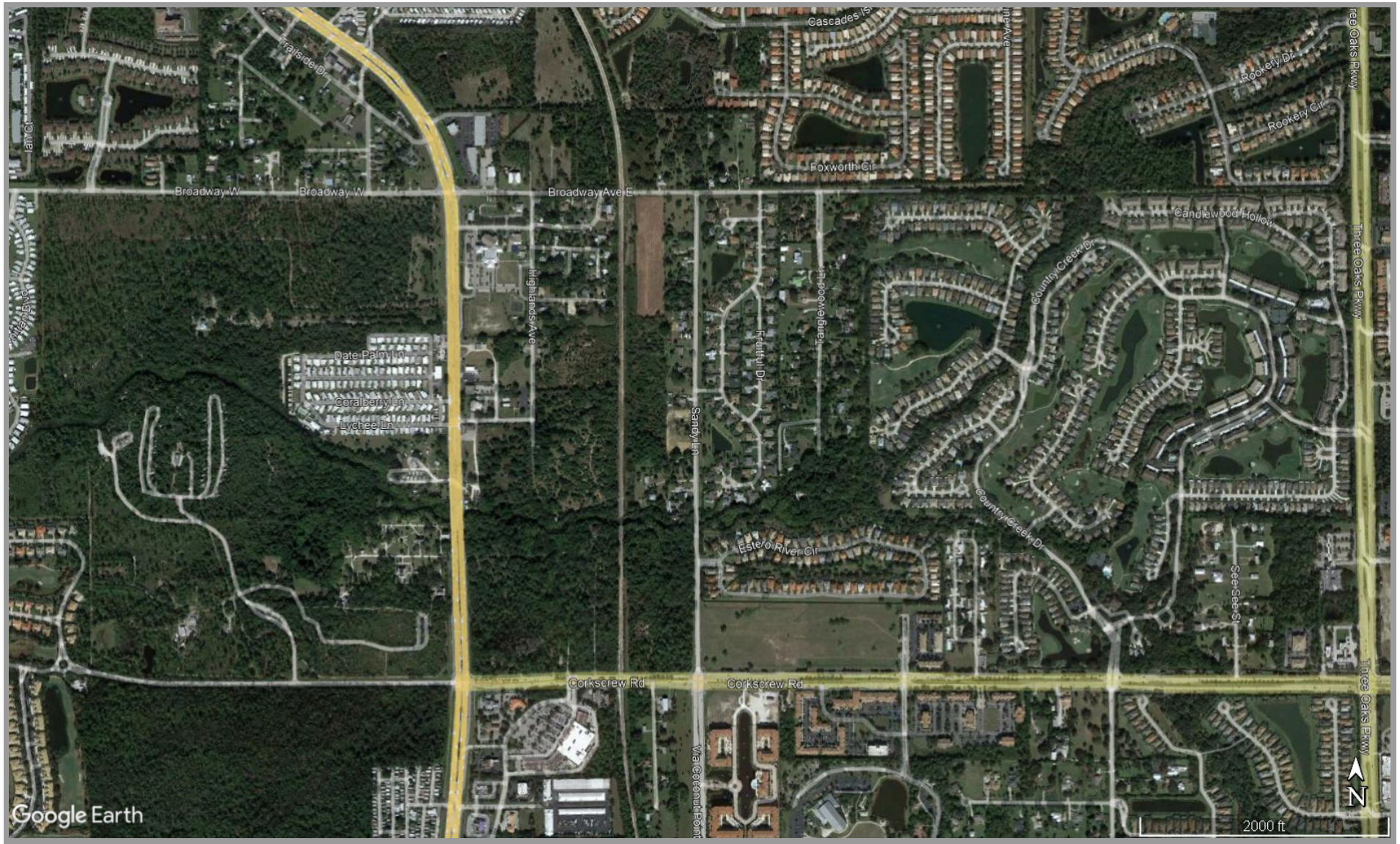
*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
April 5, 2023

Agenda Item:

Replat for RiverCreek Phase Two (formerly known as Corkscrew Crossing)

Motion to Approve Replat

Background:

The Council approved rezoning for the Corkscrew Crossing property, 395 acres, located on the south side of Corkscrew Road, east of Wildcat Run and west of The Preserve at Corkscrew on September 25, 2019. A plat was approved for Phase One which is now under construction. The Development Order was issued on November 30, 2022 for Phase Two of the project which consists of 213 lots. (There is a third future phase which will bring the total number of units to 554.)

Description:

The plat is the last step in the process to enable lots to be developed and sold. The plat is a “map” that depicts lots, open space, preserves, lakes and the general configuration of the property.

Action Requested:

Motion to Approve Replat

Process and Timeline:

- Preliminary Plat submitted on November 1, 2022
- Reviewed by staff, professional surveyors, Village Attorney
- Revisions by applicant
- Deemed complete by Village attorney on March 27, 2023

Financial Impact:

No financial impact

Prepared by: Mary Gibbs

Attachments:

1. Resolution No. 2023-08
2. Staff Report

RESOLUTION NO. 2023-08

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING THE REPLAT OF TRACT “F1” AND TRACT “L6”, RIVERCREEK, LOCATED ON CORKSCREW ROAD BETWEEN WILDCAT RUN AND PRESERVE AT CORKSCREW; MAKING RELATED FINDINGS; PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes § 17.071(1) provides, in relevant part, that before a plat located wholly within the boundaries of a municipality is offered for recording, it must be approved by the municipality’s governing board, which has exclusive jurisdiction to approve the plat, and evidence of such approval must be placed on the plat; and

WHEREAS, Lee County Homes Associates IV, LLLP represented by GLH Engineering, (the “Applicant”), filed an application for a replat of Tracts “F1” & “L6” of the RiverCreek Residential Planned Development (RPD) for residential lots located on Corkscrew Road between Wildcat Run subdivision on the west, and The Preserve at Corkscrew subdivision on the east, in Estero, FL (the “Property”); and

WHEREAS, the Property STRAP numbers are 30-46-26-E3-020F1.0000 and 30-46-26-E3-020L6.00CE and legally described as:

All of Tracts “F1” & “L6” according to the plat of RIVERCREEK PHASE ONE as recorded as INST# 2022000118043 of the public records of Lee County Florida; and

WHEREAS, the Village of Estero Land Development Code establishes the Village’s requirements for the acceptance of a plat; and

WHEREAS, on April 5th 2023, the Village Council conducted a duly noticed public meeting, at which meeting the Council considered: 1) the plat application materials and presentations of the Applicant, 2) comments and input from the Village’s professional staff, and 3) comments of the public; and

WHEREAS, the Applicant’s plat application materials have been reviewed by the Village Attorney who has advised the application materials satisfy the legal requirements of Part I of Florida Statutes Chapter 177 and of the Village’s Land Development Code; and

WHEREAS, the Council finds that plat meets the technical requirements of Part I of Florida Statutes Chapter 177, and the requirements of the Village’s Land Development Code; 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 replat for of RiverCreek Tracts “F1” & “L6” (incorporated herein by reference) is approved.
2. The Village Manager, through staff and/or agents of the Village, is hereby authorized to execute any supplemental documentation the Applicant may request which may be required to allow the Applicant to complete the recordation of the approved plat.

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 5th day of April, 2023.

Mayor

Attest:

Carol Sacco, Village Clerk



**VILLAGE OF ESTERO
PLAT REVIEW
STAFF REPORT**

PROJECT NAME: RiverCreek - Phase Two
CASE TYPE: Replat
CASE NUMBER: PLT2022-E003
COUNCIL DATE: April 5, 2023

REQUEST

The applicant has requested Council approval for the replat of RiverCreek - Phase One Tracts "F1" & "L6" to now be RiverCreek Phase Two PLT2022-E003. Phase Two creates an additional 213 residential lots (Lots 122-222, 236-296, 304-354). Future Phase Three will be submitted as a replat. A copy of the plat is provided in Attachment B.

PROPERTY DESCRIPTION

The 395-acre development was formerly known as Corkscrew Crossing. It is located on Corkscrew Road between Wildcat Run to the west and The Preserve at Corkscrew to the east.

ZONING

The property is zoned Residential Planned Development (RPD).

FUTURE LAND USE DESIGNATION

Village Neighborhood 1

TAXES

Property taxes must be paid prior to approval of the plat per Florida Statutes. The property taxes were paid for 2022 as verified by the Village.

EASEMENTS

There are a total of twelve (12) easement types present on the subject property.

STAFF ANALYSIS

The preliminary plat package was submitted to the Village for review on November 1, 2022. Staff reviewed the plat to confirm that it is consistent with the approved Development Order. The Village Professional Surveyor Mapper (Banks Engineering) and the Village attorney reviewed the final plat for consistency with the Florida Statutes and the Village of Estero's Administrative Code. The Village attorney deemed the replat to be complete on March 27, 2023 (Attachment A).

The Village attorney and Staff confirm that the plat meets the requirements of Chapter 177, Part I, Florida Statutes, conforms with the approved development order (site plan), and meets the requirements of Administrative Code Section 13-19.

ATTACHMENTS

- A. Attorney Memorandum
- B. Plat

From: [Robert Eschenfelder](#)
To: [Jim Hart](#)
Cc: [Mary Gibbs](#)
Subject: RE: Village of Estero - PLT2022-E003 RiverCreek - Resubmittal #1
Date: Monday, March 27, 2023 9:53:48 PM
Attachments: [image003.png](#)
[image004.png](#)

[**NOTICE:** This message originated outside of the Village of Estero -- **DO NOT CLICK** on links or open **attachments** unless you are sure the content is safe.]

Mr. Hart,

Per your request, I have reviewed the River Creek Phase II plat application package. I advise the application, as corrected and revised per prior Village comments, is compliant with Chapter 177 and there are no other apparent legal issues which would preclude acceptance of the plan.

Please let me know if you have any questions.

Regards,

Robert M. Eschenfelder, Esquire

Board Certified in City, County and Local Government Law

Rob@cityattorneys.legal

TRASK DAIGNEAULT, LLP

Harbor Oaks Professional Center

1001 South Fort Harrison Avenue, Suite 201

Clearwater, FL 33756

(727) 733-0494 Phone

(727) 733-2991 Fax



CONFIDENTIALITY NOTICE

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From: Jim Hart <hart@estero-fl.gov>

Sent: Wednesday, March 22, 2023 12:56 PM

To: Robert Eschenfelder <Rob@cityattorneys.legal>; Sandy Larsen <larsen@estero-fl.gov>

Subject: Fwd: Village of Estero - PLT2022-E003 RiverCreek - Resubmittal #1

Rob,

Attached is the Village PSM approval of the plat.

Please contact me with any questions.

Thank you,

Jim Hart, P.E.

image003



Development Review Manager
 9401 Corkscrew Palms Circle
 Estero, FL 33928
 Office: (239) 221-5035
 Direct: (239) 319-2820
www.estero-fl.gov

From: Allen Vose <AVose@BanksEng.com>

Sent: Monday, March 20, 2023 11:19:38 AM

To: Sandy Larsen <larsen@estero-fl.gov>; Lisa Reitbauer <reitbauer@estero-fl.gov>; Tom Lehnert <TLehnert@BanksEng.com>

Subject: RE: Village of Estero - PLT2022-E003 RiverCreek - Resubmittal #1

[NOTICE: This message originated outside of the Village of Estero -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Hello Sandy and Lisa,

I hope you both had a pleasant weekend.

After reviewing the resubmitted plat of RiverCreek – Phase Two, I find that it is in compliance with Chapter 177, Part 1, of the Florida Statutes. Compliance letter attached for reference.

Please let me know if you have any questions.

Thank you,

Allen



Allen M. Vose III, P.S.M.

Professional Surveyor and Mapper

P: 239-939-5490

F: 239-939-2523

E: avose@bankseng.com

10511 Six Mile Cypress Pkwy.

Fort Myers, Florida 33966

www.banksengfla.com

From: Sandy Larsen <larsen@estero-fl.gov>

Sent: Friday, March 17, 2023 7:56 AM

To: Allen Vose <AVose@BanksEng.com>; Lisa Reitbauer <reitbauer@estero-fl.gov>; Tom Lehnert <TLehnert@BanksEng.com>

Subject: Re: Village of Estero - PLT2022-E003 RiverCreek - Resubmittal #1

Thanks Allen!

Get [Outlook for iOS](#)

From: Allen Vose <AVose@BanksEng.com>

Sent: Friday, March 17, 2023 7:54:45 AM

To: Lisa Reitbauer <reitbauer@estero-fl.gov>; Tom Lehnert <TLehnert@BanksEng.com>

Cc: Sandy Larsen <larsen@estero-fl.gov>

Subject: RE: Village of Estero - PLT2022-E003 RiverCreek - Resubmittal #1

[NOTICE: This message originated outside of the Village of Estero -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Good morning Lisa,
Documents received. I'll review and send my responses next week.
Have a great weekend.
Thank you,
Allen



Allen M. Vose III, P.S.M.
Professional Surveyor and Mapper
P: 239-939-5490
F: 239-939-2523
E: avose@bankseng.com
10511 Six Mile Cypress Pkwy.
Fort Myers, Florida 33966
www.banksengfla.com

From: Lisa Reitbauer <reitbauer@estero-fl.gov>
Sent: Thursday, March 16, 2023 1:43 PM
To: Allen Vose <AVose@BanksEng.com>; Tom Lehnert <TLehnert@BanksEng.com>
Cc: Sandy Larsen <larsen@estero-fl.gov>
Subject: Village of Estero - PLT2022-E003 RiverCreek - Resubmittal #1

Good afternoon,
Attached are Resubmittal #1 documents for RiverCreek. Please review and provide comments to Sandy Larsen, who is copied on this email, and me. The applicant is looking to get on the April 5th Council agenda so if you can provide comments rather quickly, it would be appreciated.



Lisa Reitbauer
Administrative Assistant – Planning & Zoning
9401 Corkscrew Palms Circle
Estero, FL 33928
Office: (239) 319-2831
www.estero-fl.gov

Email which is created or received by a Village of Estero employee or official in connection with the transaction of official business of the Village of Estero is considered public record and is subject to inspection and/or copying in accordance with Chapter 119, Florida Statutes and is subject to applicable state retention laws, unless exempted by law.

Email which is created or received by a Village of Estero employee or official in connection with the transaction of official business of the Village of Estero is considered public record and is subject to inspection and/or copying in accordance with Chapter 119, Florida Statutes and is subject to applicable state retention laws, unless exempted by law.

Email which is created or received by a Village of Estero employee or official in connection with the transaction of official business of the Village of Estero is considered public record and is subject to inspection and/or copying in accordance with Chapter 119, Florida Statutes and is subject to applicable state retention laws, unless exempted by law.



Professional Engineers, Planners & Land Surveyors

March 20, 2023

Sandy Larsen, P.E.
Development Review Engineer
Village of Estero
Department of Community Development
9401 Corkscrew Palms Circle
Estero, Florida 33928

**REFERENCE: Rivercreek – Phase Two, Final Plat Review - Village of Estero
PLT2022-E003 - CONTRACT NO. EC 2022-21/STA3**

Dear Sandy,

I have reviewed the plat of RiverCreek – Phase Two and find that it is in compliance with Chapter 177, Part 1, of the Florida Statutes.

Should you have any questions or need further information, please contact me at your earliest convenience.

Sincerely,
Allen



Allen M. Vose III, P.S.M.
Professional Surveyor and Mapper
Florida Certification No. LS 7191
P: 239-939-5490
F: 239-939-2523
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10511 6 Mile Cypress Pkwy.
Fort Myers, Florida 33966
www.bankseng.com

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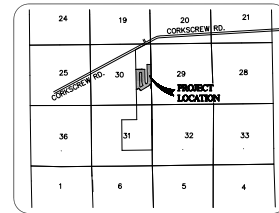
10511 Six Mile Cypress Parkway, Fort Myers, Florida 33966
Phone: 239-939-5490 | Fax: 239-939-2523
www.banksengfla.com

RIVERCREEK - PHASE TWO

A REPLAT OF ALL OF TRACTS "F1" AND "L6", RIVERCREEK - PHASE ONE
RECORDED AS INSTRUMENT NUMBER 2022000118043
A SUBDIVISION LYING IN
SECTION 30, TOWNSHIP 46 SOUTH, RANGE 26 EAST,
VILLAGE OF ESTERO, LEE COUNTY, FLORIDA

INSTRUMENT# _____

SHEET 1 OF 6



LOCATION MAP

DEDICATIONS/RESERVATIONS

STATE OF FLORIDA
COUNTY OF LEE

KNOW ALL MEN BY THESE PRESENTS THAT LEE COUNTY HOMES ASSOCIATES IV, LLP, A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP (DEVELOPER), THE OWNER OF THE LANDS DESCRIBED HEREON HAS CAUSED THIS PLAT OF RIVERCREEK - PHASE TWO TO BE MADE AND DOES HEREBY:

A. DEDICATE TO RIVERCREEK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS OR ASSIGNS:

1. TRACT "B" AS PRIVATE ROAD RIGHT-OF-WAY (R.O.W.) SUBJECT TO THE EASEMENTS DEPICTED HEREON (I.C.U.E., P.U.E., I.E., D.E., A.E.) WITH RESPONSIBILITY FOR MAINTENANCE, ROADWAY PURPOSES INCLUDE, BUT ARE NOT LIMITED TO PERMITTING, ROADWAY DRAINAGE, BULK LINES, SIDEWALKS AND PATHWAYS.
2. TRACTS "D08", "D09", "D10", "D11", AND "D12" (OPEN SPACE) FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF LIGHTING, LANDSCAPING, SIGNS, WALLS AND IRRIGATION, SUBJECT TO THE EASEMENTS DEPICTED HEREON, WITH RESPONSIBILITY FOR MAINTENANCE.
3. ALL ACCESS EASEMENTS (A.E.) AS DEPICTED HEREON, WITH RESPONSIBILITY FOR MAINTENANCE.
4. ALL IRRIGATION EASEMENTS (I.E.) AS DEPICTED HEREON, FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF IRRIGATION FACILITIES, WITH RESPONSIBILITY FOR MAINTENANCE.
5. ALL LANDSCAPE BUFFER EASEMENTS (L.B.E.) AS DEPICTED HEREON, FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION, MAINTENANCE AND LANDSCAPE, WITH RESPONSIBILITY FOR MAINTENANCE.

B. DEDICATE TO CORKSCREW CROSSING COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS OR ASSIGNS:

1. TRACT "L6" AS LAKE, FOR THE PURPOSE OF DRAINAGE, IRRIGATION AND STORM WATER MANAGEMENT, SUBJECT TO THE EASEMENTS DEPICTED HEREON, WITH RESPONSIBILITY FOR MAINTENANCE.
2. ALL LAKE MAINTENANCE EASEMENTS (L.M.E.) AS DEPICTED HEREON, AND LAKE MAINTENANCE ACCESS EASEMENTS (L.M.A.E.) SUBJECT TO THE EASEMENTS DEPICTED HEREON, WITH RESPONSIBILITY FOR MAINTENANCE.
3. ALL DRAINAGE EASEMENTS (D.E.) SINGLE DRAINAGE EASEMENT (S.D.E.) AS DEPICTED HEREON, FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF STORMWATER/DRAINAGE FACILITIES, WITH RESPONSIBILITY FOR MAINTENANCE.

C. DEDICATE PUBLIC UTILITY EASEMENTS (P.U.E.) TO ALL LICENSED OR FRANCHISED PUBLIC OR PRIVATE UTILITIES:

ALL PLATTED PUBLIC UTILITY EASEMENTS (P.U.E.) SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

D. DEDICATE TO LEE COUNTY, FLORIDA, ITS SUCCESSOR AND ASSIGNS:

THOSE NON-EXCLUSIVE LEE COUNTY UTILITY EASEMENTS (L.C.U.E.) AS DEPICTED HEREON, FOR THE PURPOSES OF PERFORMING AND DISCHARGING ITS DUTIES AND OBLIGATIONS TO PROVIDE POTABLE WATER AND REUSE WATER DISTRIBUTION AND SANITARY SEWER COLLECTION SERVICES.

E. DEDICATE TO ESTERO FIRE RESCUE, VILLAGE OF ESTERO AND LEE COUNTY:

A NON-EXCLUSIVE EMERGENCY ACCESS EASEMENT OVER AND ACROSS TRACT "B" DEPICTED HEREON, FOR THE SOLE PURPOSE OF PERMITTING EMERGENCY AND SERVICE VEHICLES THEREON, WITH NO RESPONSIBILITY FOR MAINTENANCE THEREOF.

LEGAL DESCRIPTION

BEING ALL OF TRACTS "F1" AND "L6", RIVERCREEK - PHASE ONE, RECORDED AS INSTRUMENT NUMBER 2022000118043 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTION 30, TOWNSHIP 46 SOUTH, RANGE 26 EAST, VILLAGE OF ESTERO, LEE COUNTY, FLORIDA,
CONTAINING 2,058,754 SQUARE FEET OR 47.262 ACRES, MORE OR LESS.

NOTICE:

LANDS DESCRIBED IN THIS PLAT MAY BE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE, WATER AND SEWER FACILITIES BEING ACCEPTED FOR MAINTENANCE BY LEE COUNTY OR THE VILLAGE OF ESTERO. ANY PURCHASER OF A LOT IN THIS SUBDIVISION IS ADVISED TO DETERMINE WHETHER THE LOT MAY BE SUBJECT TO ASSESSMENT OR CALLED UPON TO BEAR A PORTION OR ALL OF THE EXPENSE OF CONSTRUCTION, MAINTENANCE, OR IMPROVEMENT OF ROADS, DRAINAGE, WATER AND SEWER FACILITIES.

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SURVEY NOTES:

1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. ALL LOT LINES ARE RADIAL UNLESS OTHERWISE NOTED.
3. UNLESS OTHERWISE NOTED ALL CURVES ARE TANGENTIAL AND CIRCULAR.
4. BEARINGS ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF THE CORKSCREW ROAD C.R. 885, LEE COUNTY, FLORIDA AS BEING NORTH 61°04'41" EAST AND RELATE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM FOR FLORIDA ZONE WEST, NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT (NAD83/90).
5. EASEMENTS COLLATED WITHIN THE PLATTED UTILITY EASEMENTS SHALL BE SUBORDINATE TO THE PUBLIC UTILITY EASEMENT.

VILLAGE OF ESTERO APPROVALS

THIS PLAT IS ACCEPTED AND APPROVED BY THE VILLAGE OF ESTERO VILLAGE COUNCIL, LEE COUNTY, FLORIDA THIS ____ DAY OF _____, 2023.

_____ MAYOR, VILLAGE OF ESTERO	_____ CAROL SACCO VILLAGE CLERK
_____ ROBERT M. ESCHENFELDER VILLAGE ATTORNEY	_____ MARY GIBBS DIRECTOR OF COMMUNITY DEVELOPMENT

VILLAGE OF ESTERO SURVEYOR

REVIEW BY THE DESIGNATED VILLAGE PSM DETERMINED THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF F.S. CHAPTER 177, PART 1 OF THE FLORIDA STATUTES.

ALLEN M. VOSE IS P.S.M. # 7071
AS VILLAGE OF ESTERO DESIGNATED P.S.M.

CLERK OF COURT CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF RIVERCREEK - PHASE TWO A SUBDIVISION LOCATED IN SECTION 30, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA WAS FILED FOR RECORD AT ____ M. THIS ____ DAY OF _____, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

CLERK OF COURT
IN AND FOR LEE COUNTY

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF RIVERCREEK - PHASE TWO, A SUBDIVISION LOCATED IN SECTION 30, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND COMPLEES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS (PRMS) HAVE BEEN PLACED AT THE LOCATIONS SHOWN ON THE PLAT.

RHODES & RHODES LAND SURVEYING, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 6897
DATE: _____

JOHN SCOTT RHODES P.S.M. #5739
STATE OF FLORIDA

THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES P.S.M. #5739
RHODES & RHODES
LAND SURVEYING, INC.
28100 BONITA GRANDE DRIVE, SUITE #107
BONITA SPRINGS, FL 34135
(239) 405-8168 FAX NO. (239) 405-8163
FLORIDA BUSINESS LICENSE NO. LB 6897

IN WITNESS WHEREOF, LEE COUNTY HOMES ASSOCIATES IV, LLP, A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP, HAS CAUSED THESE PRESENTS TO BE SIGNED THIS ____ DAY OF _____, 2023, A.D.

_____ WITNESS	LEE COUNTY HOMES ASSOCIATES IV, LLP, A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP BY: LEE COUNTY HOMES IV CORPORATION, A FLORIDA CORPORATION, ITS GENERAL PARTNER
_____ PRINTED NAME	
_____ WITNESS	BY: _____ RICHARD M. NOWALK VICE PRESIDENT
_____ PRINTED NAME	

CORPORATE ACKNOWLEDGEMENT

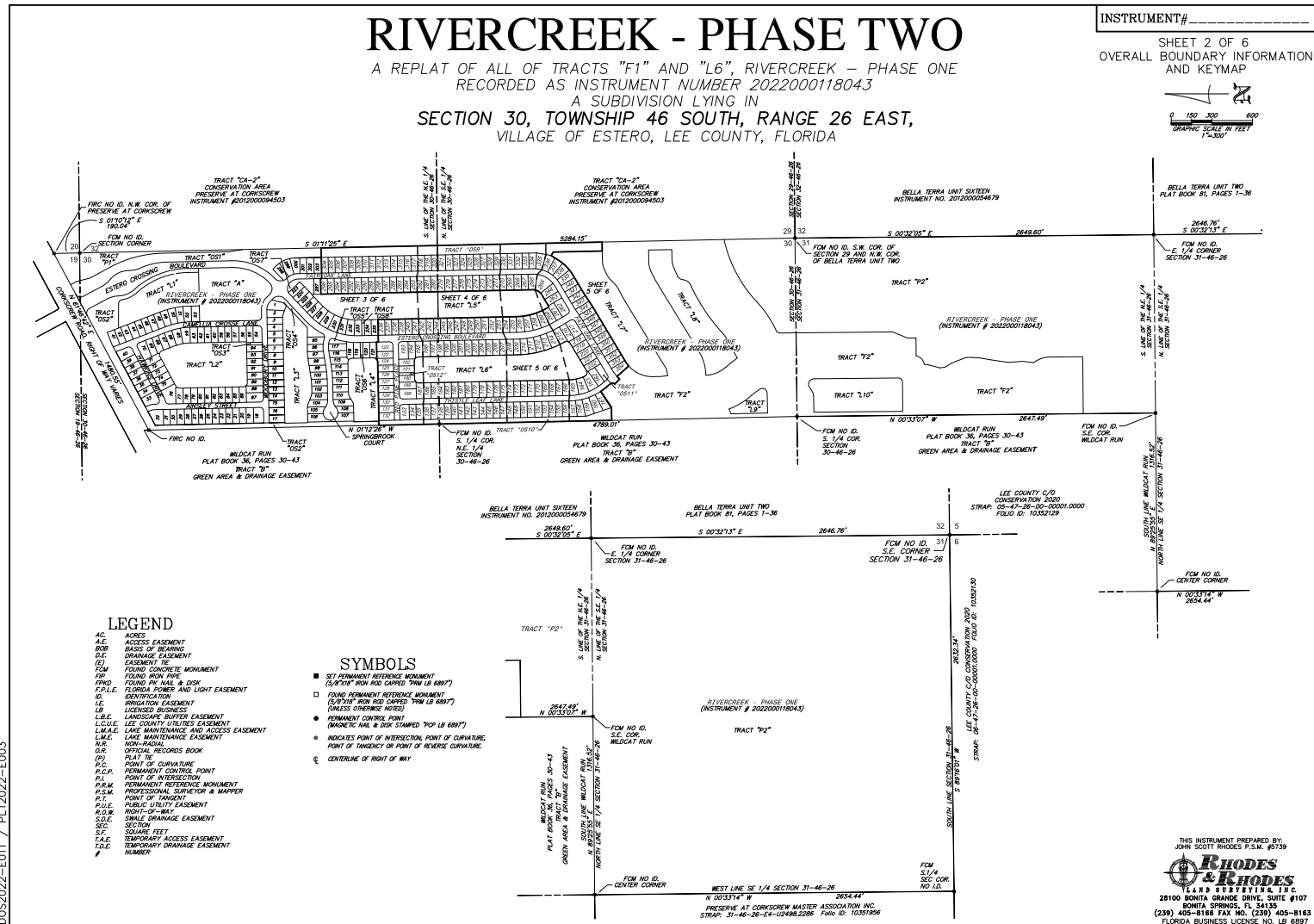
STATE OF FLORIDA
COUNTY OF _____

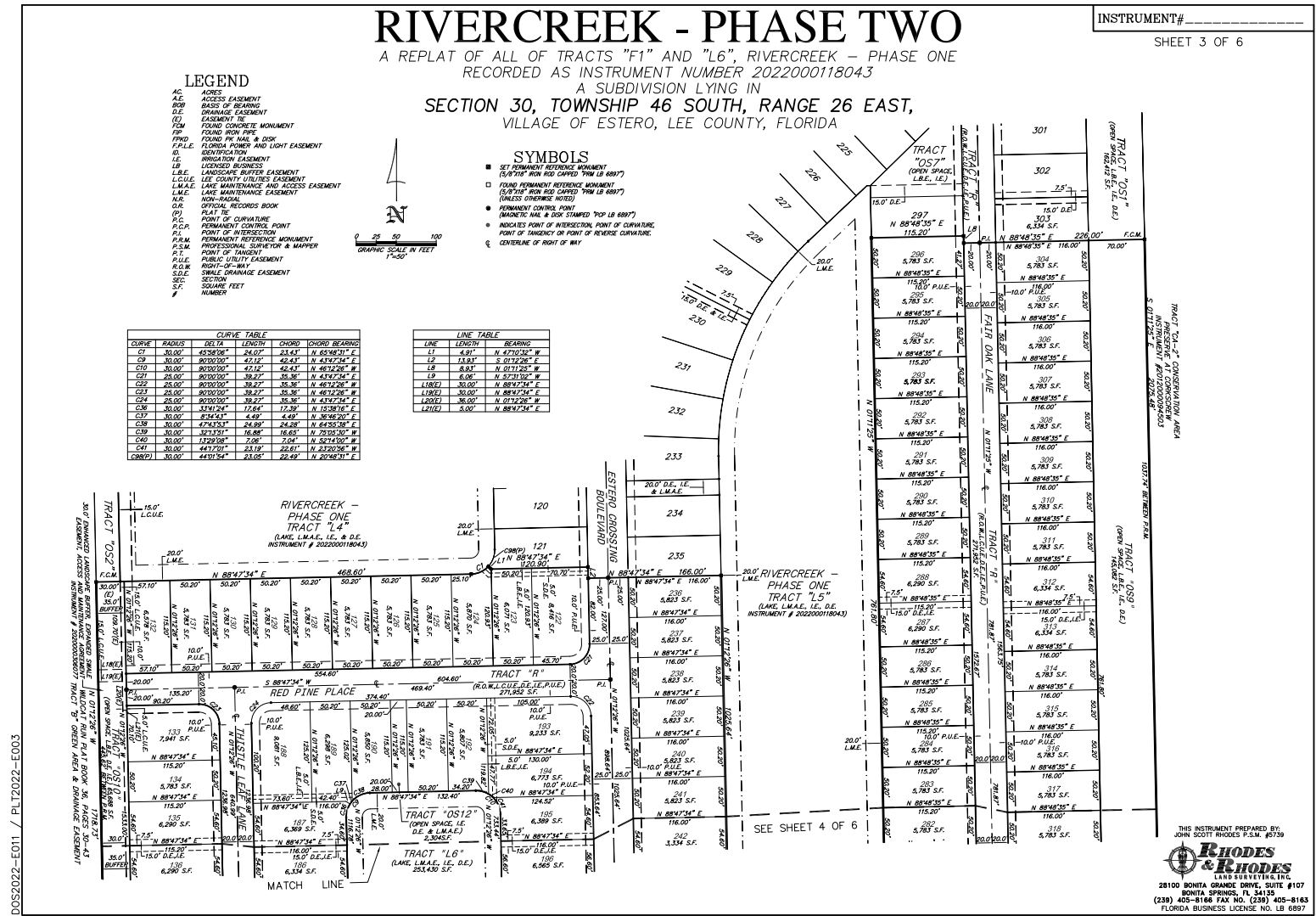
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION THIS ____ DAY OF _____, 2023, A.D., BY RICHARD M. NOWALK, AS VICE PRESIDENT OF LEE COUNTY HOMES IV CORPORATION, A FLORIDA CORPORATION, THE GENERAL PARTNER OF LEE COUNTY HOMES ASSOCIATES IV, LLP, A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP, ON BEHALF OF THE CORPORATION AND LIMITED PARTNERSHIP WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PROVIDED _____ AS IDENTIFICATION.

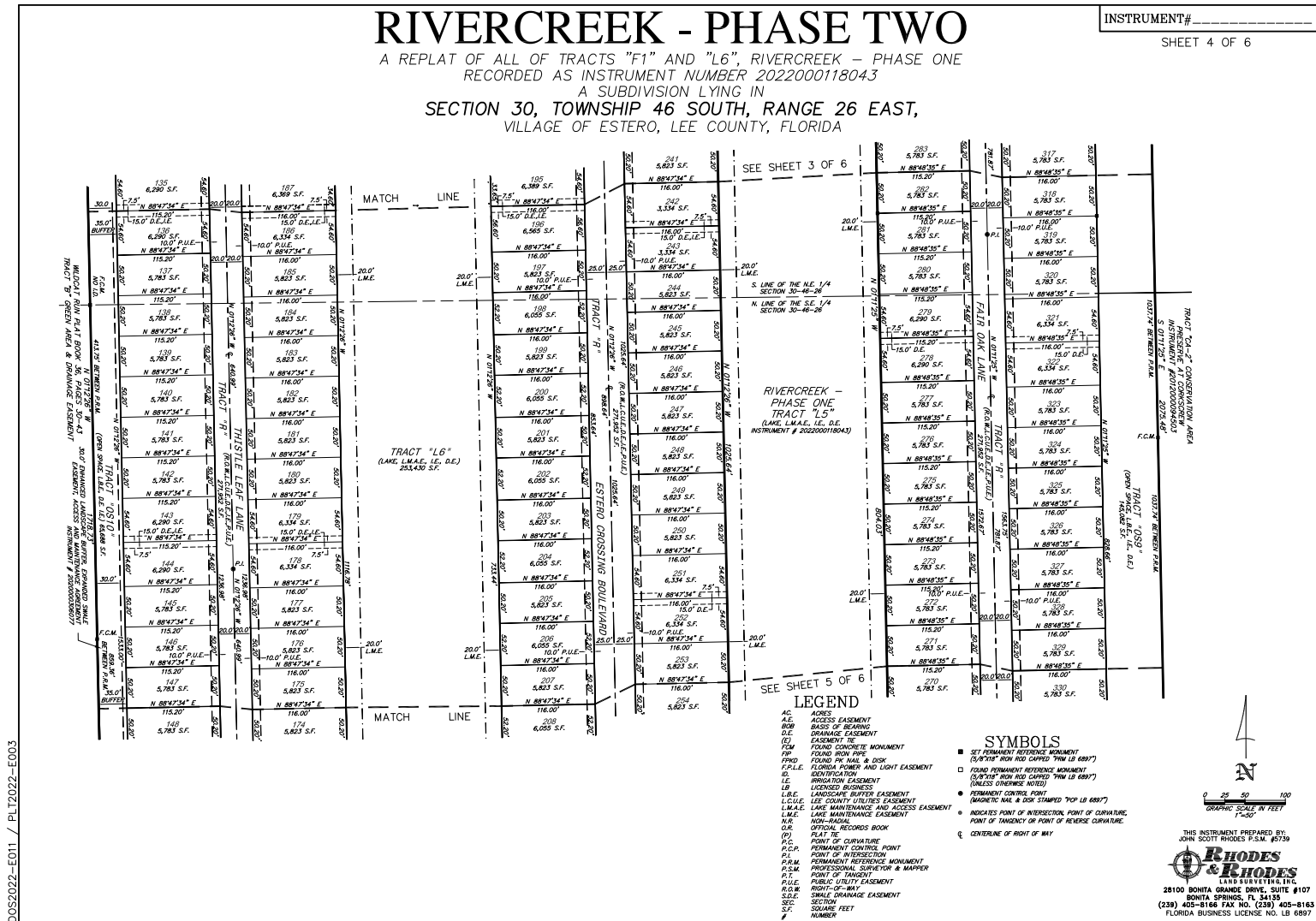
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC PRINTED NAME

(SEAL)







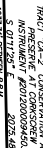
SHEET 6 OF 6

LEGEND

LEGEND

LINE TABLE		
LINE	LENGTH	BEARING
L3	30.86'	N 58°12'07" W
L4	59.29'	S 31°47'51" W
L5	50.00'	S 46°00'41" E
L6	44.21'	S 39°36'00" E
L7	10.06'	N 84°24'54" E
L10	7.17'	N 30°53'56" W
L11	70.16'	N 08°21'34" E
L12	38.59'	N 12°21'23" E
L13(F)	20.00'	N 30°53'56" W
L14(F)	30.00'	N 59°06'04" E
L15(F)	20.00'	N 30°53'56" W
L16(F)	30.00'	N 59°06'04" E
L17(F)	40.00'	N 59°06'04" E

RIVERCREEK -
PHASE ONE
TRACT "L5"
(LAKE, L.M.A.E., L.E., D.E.
INSTRUMENT 2022000118043)



A vertical line representing a beam. At the top, a horizontal line segment extends to the left, ending at a point labeled 'E'. A curved arrow indicates a counter-clockwise moment, labeled 'F.C.M.'.

0 25 50 100
GRAPHIC SCALE IN FEET

THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES P.S.M. #5739

 **RHODES
& RHODES**
LAND SURVEYING, INC.

28100 BONITA GRANDE DRIVE, SUITE #1
BONITA SPRINGS, FL 34135
(239) 405-8166 FAX NO. (239) 405-8167

Senate Appropriations/Legislative Updates – UEP Status

Vieste LLC Update

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
April 5, 2023

Agenda Item:

I-75 Updates

Description:

The Florida Department of Transportation (FDOT) recently started construction on the Landscape Improvement at the Corkscrew Road Interchange and held public meetings regarding The Southwest Connect Project.

Village Staff will provide an update to The Village Council on both projects.

Financial Impact:

After completion of the Corkscrew Road Interchange landscaping project, including a 2-year maintenance period, The Village of Estero will take over maintenance of the landscaping. It is estimated landscape maintenance will be approximately \$216,000 per year.

Prepared by: David Willems, P.E.

Attachments:

1. Presentation



I-75 Projects Update

Landscaping and South Connect Project

David Willems, P.E.

Slide 1



Presentation Outline

Corkscrew Road Interchange Landscaping

- Plans
- Schedule

Southwest Connect – I-75 South Corridor

- Existing Conditions
- Forecast Conditions
- Proposed Improvements
- Next Steps

Slide 2



Plant Schedule

TREES	COMMON NAME	GROUND COVERS	COMMON NAME
	VERAWOOD		ECOTURF PERENNIAL PEANUT
	APPLE BLOSSOM CASSIA		DWARF BOUGAINVILLEA
	GREEN BUTTOWOOD		EMERALD BLANKET NATAL PLUM
	ROYAL POINCIANA		HORIZONTAL COCOPLUM
	LONGLEAF PINE		DWARF CLUSIA
PALM TREES	COMMON NAME		GREEN ISLAND FICUS
	KING ALEXANDER PALM		DOWNY JASMINE
	NITIDA PALM		PINK MUHLY GRASS
	ROYAL PALM		PANAMA ROSE
	SABAL PALM		SILVER SAW PALMETTO
	FLORIDA THATCH PALM		DWARF FAKAHATCHEE
SHRUBS	COMMON NAME		COONTIE
	AMERICAN BEAUTYBERRY		BAHIA GRASS
	CRINUM LILY		
	BIRD OF PARADISE		
	WALTER'S VIBURNUM		
		SOD/SEED COMMON NAME	





Trees



Royal Poinciana



Royal Poinciana



Apple Blossom Cassia

Slide 4



Trees



Green Buttonwood



Verawood



Long Leaf Pine

Slide 5



Trees



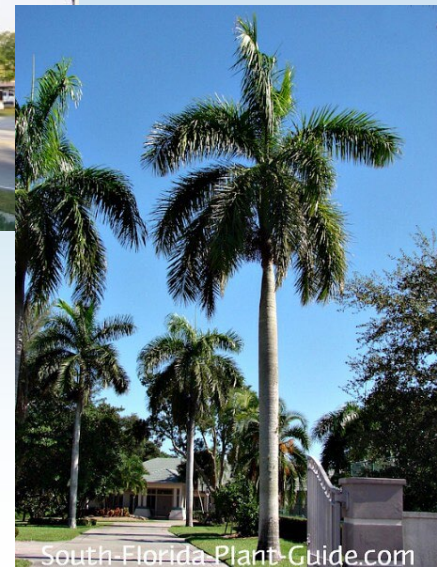
Sabal Palm



Thatch Palm



Alexander Palm



Royal Palm

Slide 6











Schedule

Construction Started:	February 20 th
Installation Complete: (Contingent on FPL service)	End of June
Contractor Maintenance:	June 2023 – June 2025
Village Maintenance:	June 2025

Slide 11



SW Connect Project

I-4 Corridor

County – Polk (only county in District 1)

I-75 North Corridor

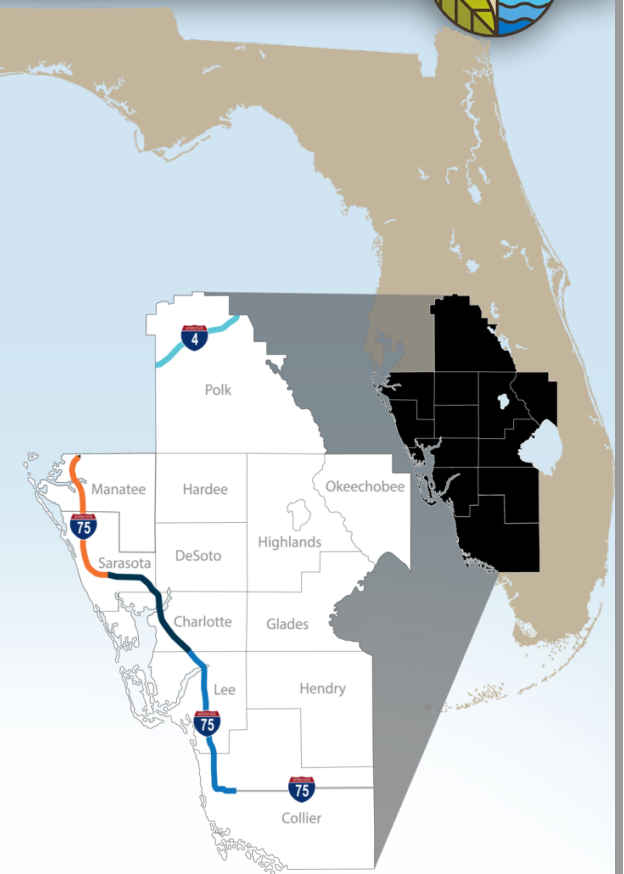
Counties – Sarasota & Manatee

I-75 Central Corridor

Counties – Charlotte & Sarasota

I-75 South Corridor

Counties – Lee & Collier

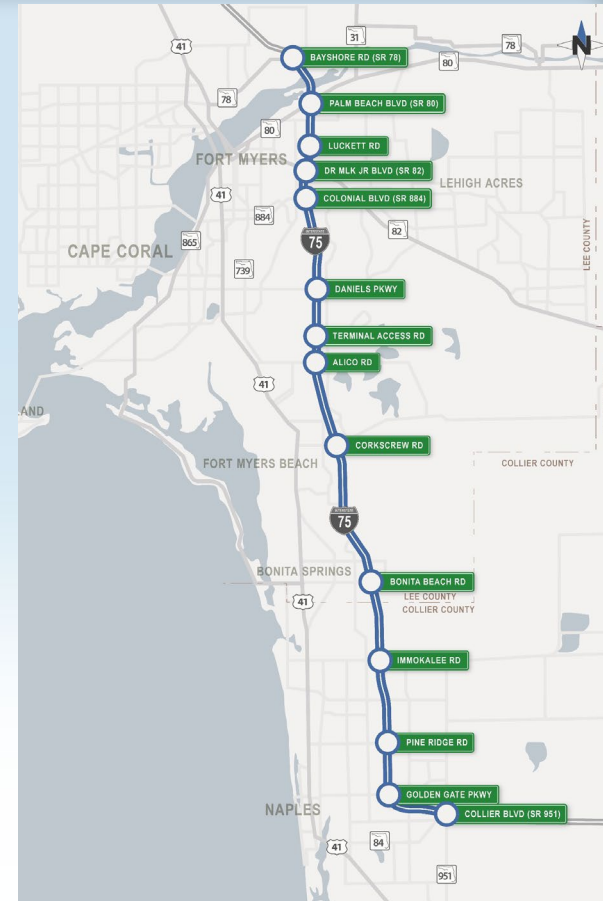


Slide 12



South Corridor

Bayshore Road to Golden Gate Parkway



Slide 13

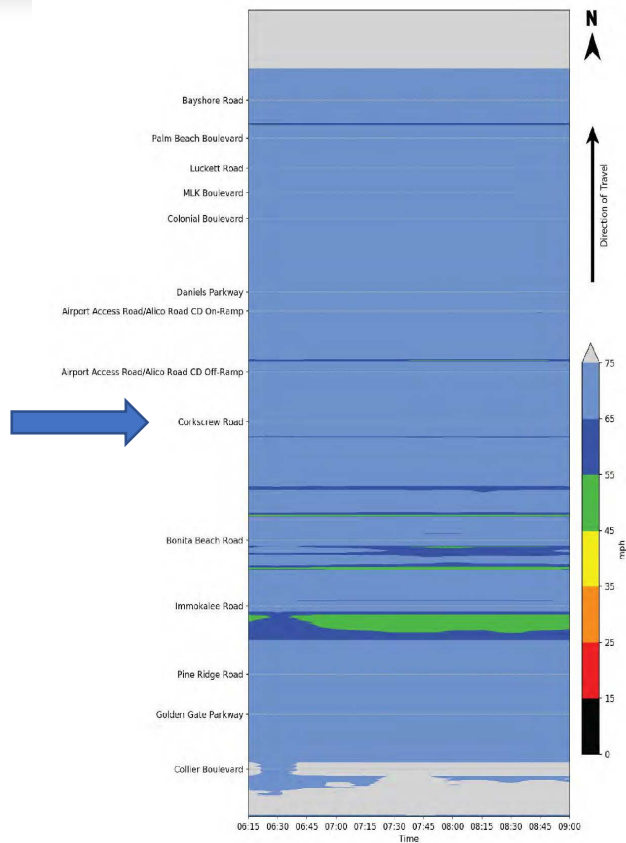


Figure 4.2: I-75 Northbound Speeds - No Build AM Peak Period for Existing Year (2019)

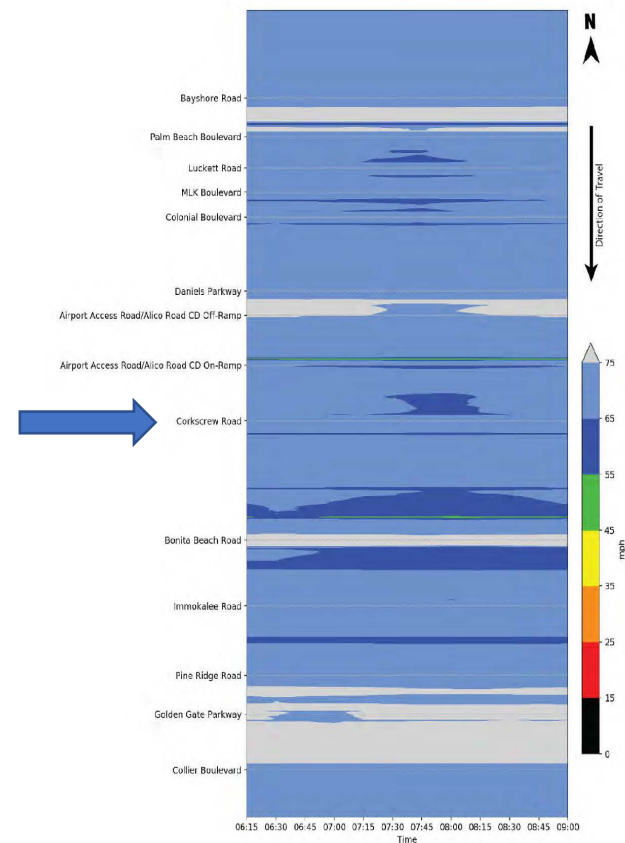


Figure 4.3: I-75 Southbound Speeds - No Build AM Peak Period for Existing Year (2019)

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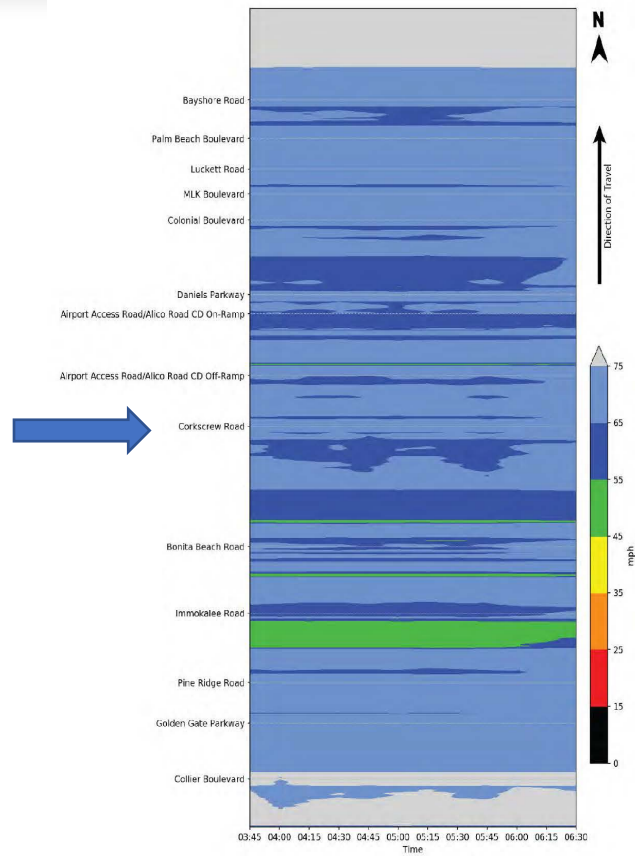


Figure 4.4: I-75 Northbound Speeds - No Build PM Peak Period for Existing Year (2019)

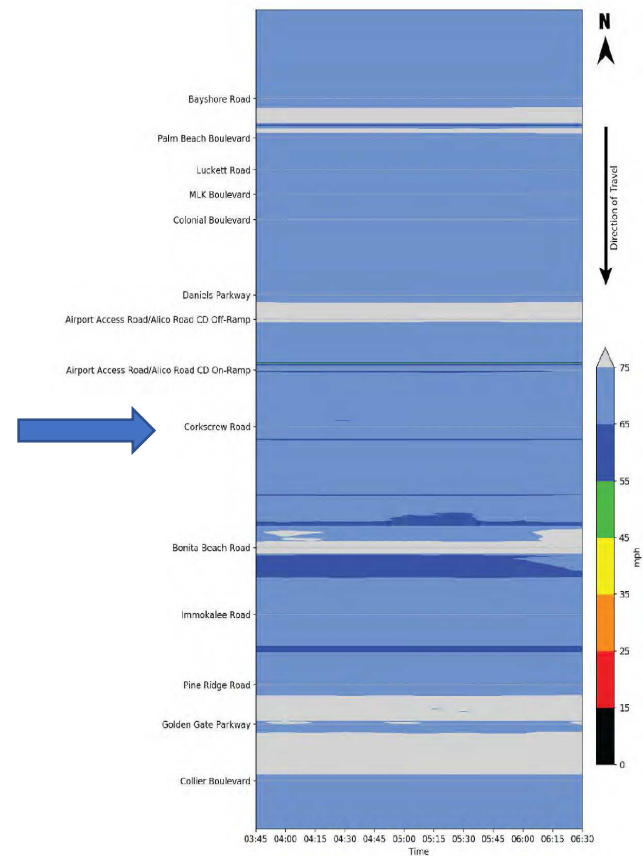


Figure 4.5: I-75 Southbound Speeds - No Build PM Peak Period for Existing Year (2019)

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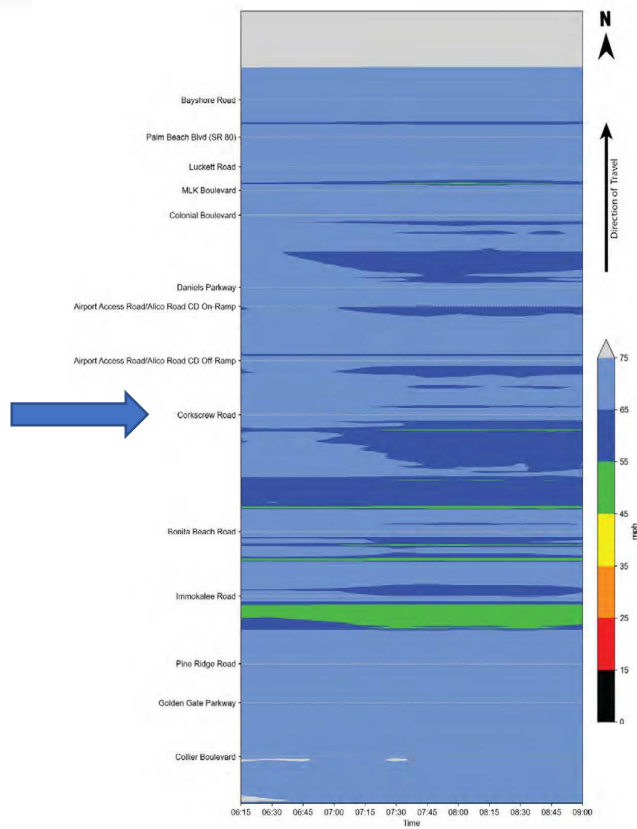


Figure 5.1: I-75 Northbound Speeds – No Build AM Peak Period for Design Year (2045)

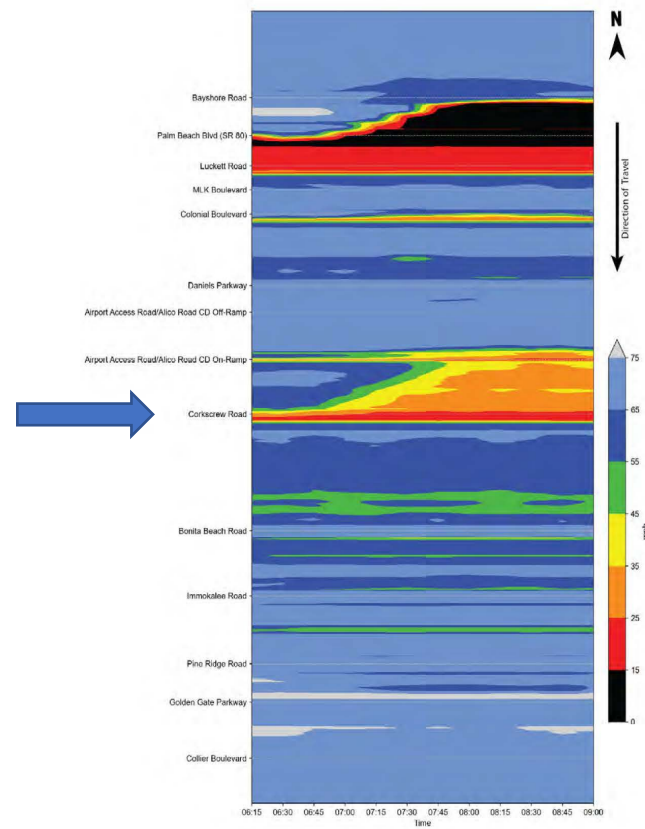


Figure 5.2: I-75 Southbound Speeds – No Build AM Peak Period for Design Year (2045)

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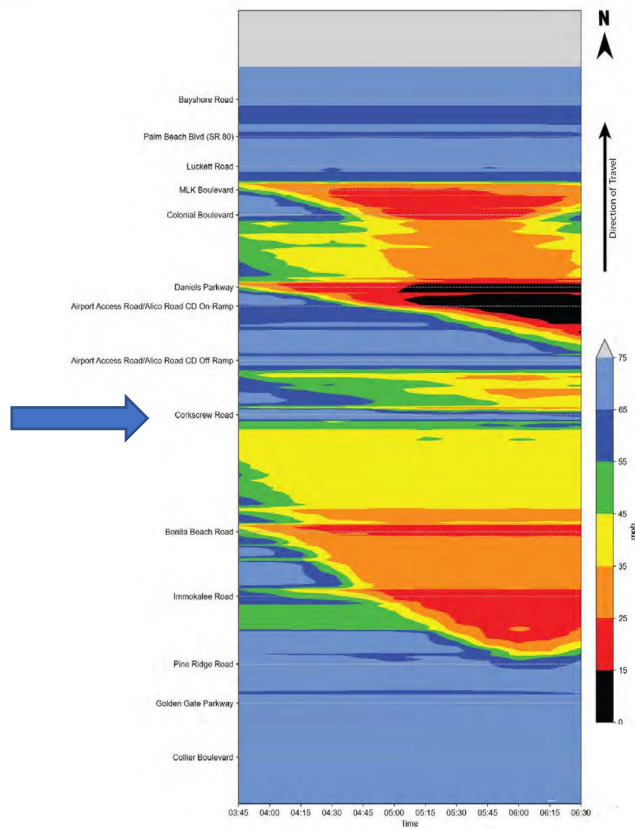


Figure 5.3: I-75 Northbound Speeds – No Build PM Peak Period for Design Year (2045)

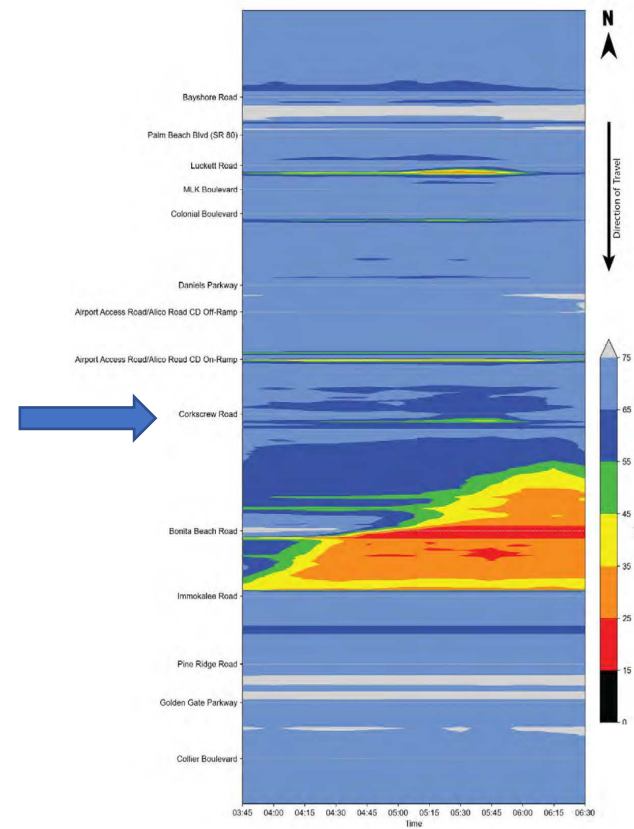


Figure 5.4: I-75 Southbound Speeds – No Build PM Peak Period for Design Year (2045)

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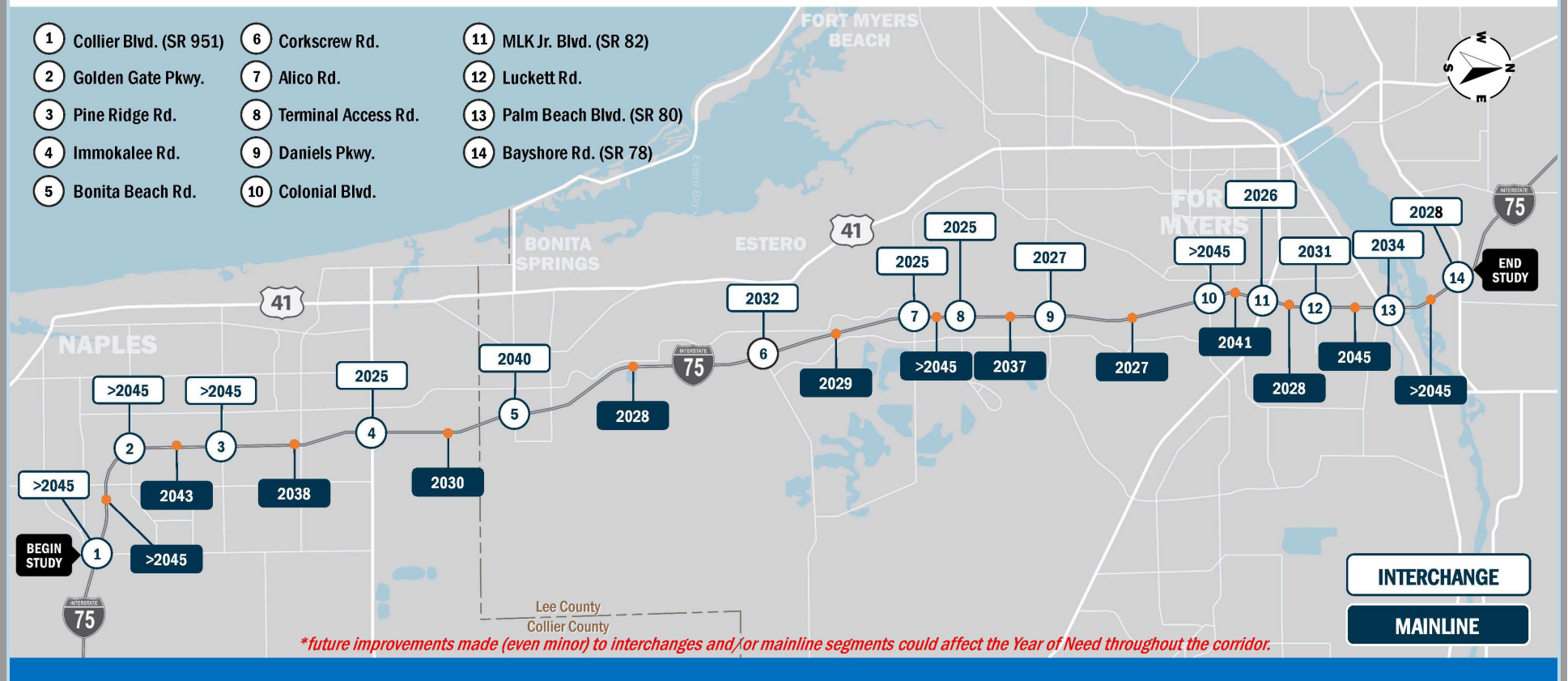


I-75 MASTER PLAN UPDATE (SOUTH CORRIDOR)



2045 NO BUILD YEAR OF NEED

- | | | |
|--------------------------|-----------------------|-----------------------------|
| 1 Collier Blvd. (SR 951) | 6 Corkscrew Rd. | 11 MLK Jr. Blvd. (SR 82) |
| 2 Golden Gate Pkwy. | 7 Allico Rd. | 12 Lockett Rd. |
| 3 Pine Ridge Rd. | 8 Terminal Access Rd. | 13 Palm Beach Blvd. (SR 80) |
| 4 Immokalee Rd. | 9 Daniels Pkwy. | 14 Bayshore Rd. (SR 78) |
| 5 Bonita Beach Rd. | 10 Colonial Blvd. | |





I-75 Through Estero

Estimated Year of Need:

Alico Rd to Corkscrew Rd:	2029
Corkscrew Rd to Bonita Beach Rd:	2028
Corkscrew Rd Interchange:	2032

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I-75 MASTER PLAN UPDATE (SOUTH CORRIDOR)

PRELIMINARY LIST OF PROPOSED PROJECTS



INTERCHANGE PROJECTS PROPOSED

Project Name	Length (miles)	Year of Need	Improvement Type
Immokalee Rd. Interchange	0.491	2025	Interchange Configuration
Bonita Beach Rd. Interchange	0.558	2040	Interchange Configuration
Corkscrew Rd. Interchange	0.585	2032	Improve Adjacent Intersections
Alico Rd. Interchange	2.760	2025	Improve Adjacent Intersections
Terminal Access Rd. Interchange	0.193	2025	Improve with Alico Rd. Interchange
MLK Jr. Blvd. Interchange	0.553	2026	Improve Adjacent Intersections
Luckett Rd. Interchange	0.496	2031	Interchange Configuration Signalize Ramp Terminals
Palm Beach Blvd. Interchange	0.517	2034	Improve Adjacent Intersections
Bayshore Rd. Interchange	0.501	2028	Interchange Configuration

MAINLINE PROJECTS PROPOSED

Project Name	Length (miles)	Year of Need
I-75 from south of Golden Gate Pkwy. to south of Bonita Beach Rd.	11.072	2030
I-75 from south of Bonita Beach Rd. to north of Corkscrew Rd.	7.922	2030
I-75 from north of Corkscrew Rd. to north of Colonial Blvd.	12.611	2027
I-75 from north of Colonial Blvd. to south of Palm Beach Blvd.	4.452	2028



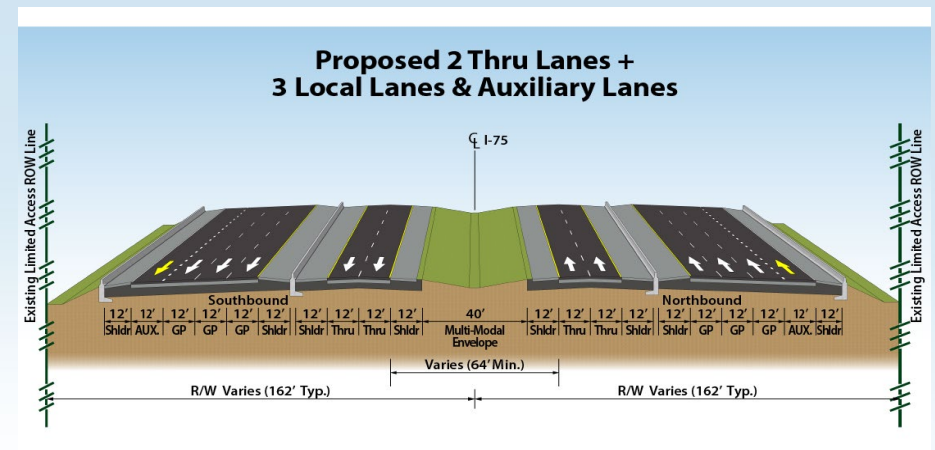
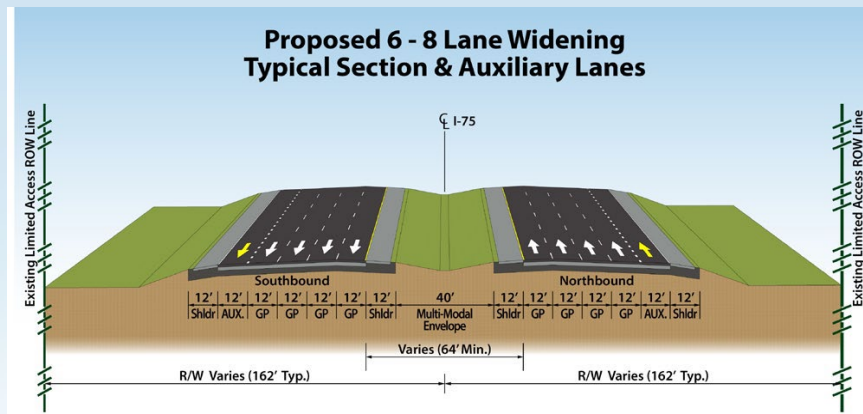
I-75 MASTER PLAN UPDATE (SOUTH CORRIDOR)

PROPOSED TYPICAL SECTIONS





I-75 Improvements



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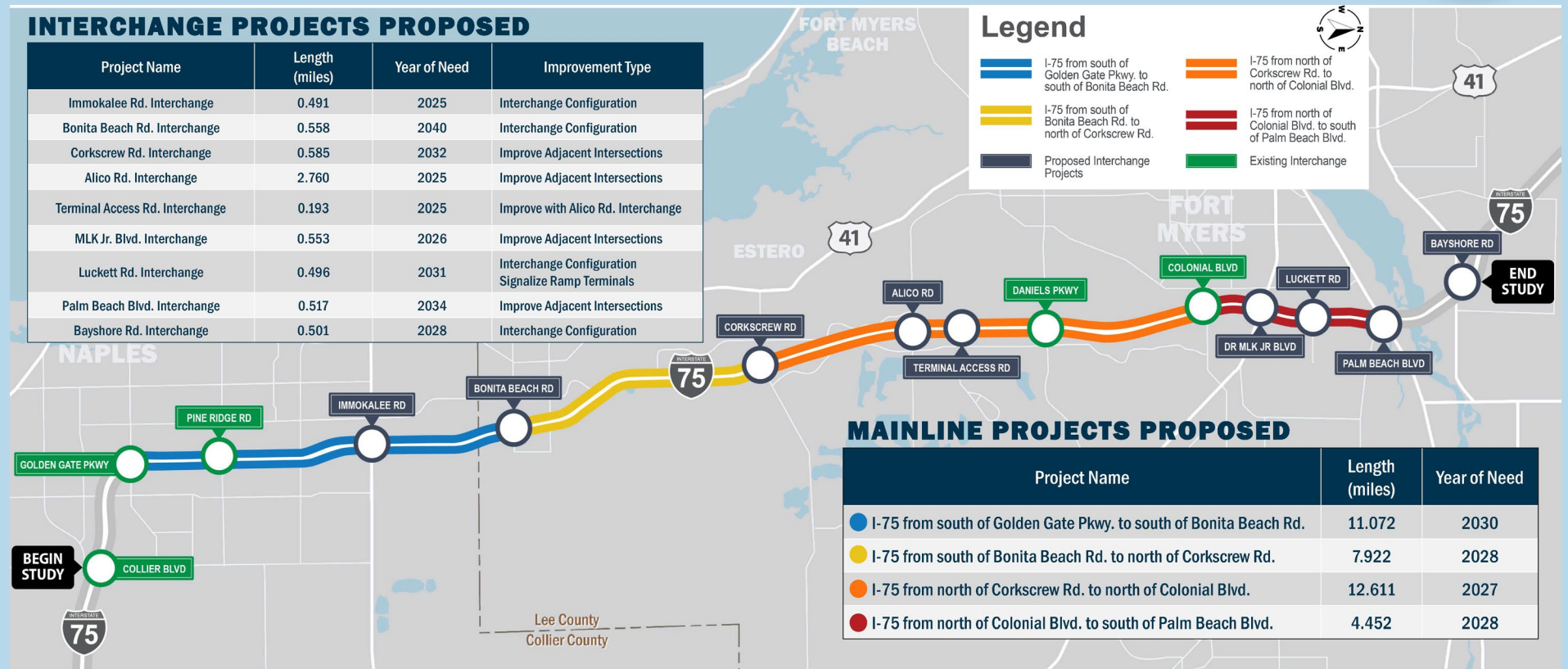


INTERCHANGE PROJECTS PROPOSED

Project Name	Length (miles)	Year of Need	Improvement Type
Immokalee Rd. Interchange	0.491	2025	Interchange Configuration
Bonita Beach Rd. Interchange	0.558	2040	Interchange Configuration
Corkscrew Rd. Interchange	0.585	2032	Improve Adjacent Intersections
Alico Rd. Interchange	2.760	2025	Improve Adjacent Intersections
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Luckett Rd. Interchange	0.496	2031	Interchange Configuration Signalize Ramp Terminals
Palm Beach Blvd. Interchange	0.517	2034	Improve Adjacent Intersections
Bayshore Rd. Interchange	0.501	2028	Interchange Configuration

Legend

	I-75 from south of Golden Gate Pkwy. to south of Bonita Beach Rd.		I-75 from north of Corkscrew Rd. to north of Colonial Blvd.
	I-75 from south of Bonita Beach Rd. to north of Corkscrew Rd.		I-75 from north of Colonial Blvd. to south of Palm Beach Blvd.
	Proposed Interchange Projects		Existing Interchange



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1

**Planning and Feasibility**

Determine the need for roadway improvements based on future land uses and projected traffic volumes.

2

**Project Development and Environment Study**

The location and conceptual design of road improvements are identified and environmental and social impacts are assessed.

3

**Design**

Design plans are prepared.

4

**Right of Way Acquisition**

Additional land needed for improvements is purchased, if needed.

5

**Construction**

Build recommended improvements.

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QUESTIONS?

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