



Village of
ESTERO

**VILLAGE OF ESTERO
VILLAGE COUNCIL MEETING
PACKET
JUNE 7, 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
June 7, 2023, 09:30 am

1. CALL TO ORDER

INVOCATION

Pastor Kevin Morris Estero Community Church

PLEDGE OF ALLEGIANCE

ROLL CALL

2. PRESENTATION

a. Vice Mayor Joanne Ribble - Florida League of Cities 'Home Rule HERO Award

Attachment: [Home Rule Hero Award 2023 - Joanne Ribble.pdf](#)

3. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

4. PUBLIC COMMENT ON NON-AGENDA ITEMS

5. CONSENT AGENDA

a. May 17, 2023 Council Meeting Minutes

Attachment: [05172023_minutes.pdf](#)

b. Financial Report for Month ended April 2023

Attachment: [Agenda Item Summary Sheet Monthly Financial Report 04302023.pdf](#)

Attachment: [Village Council Report 04.23.pdf](#)

6. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

7. ACTION ITEMS

a. Vieste Professional Services Agreement

Recommended Action

Motion to approve Vieste, LLC Agreement.

Financial Impact

Proposed contract amount is \$28,000. Funding is available within the current fiscal year budget.

Attachment: [SS Vieste LLC Agreement.pdf](#)

Attachment: [revised 06062023 SS Vieste LLC Agreement.pdf](#)

b. Grant Management Services -- RFQ 2023-03

Recommended Action

Motion to approve Village Staff's recommendation to select two firms, Hagerty Consulting and Anser Advisory Consulting, LLC to provide Grant Management Services to the Village of Estero.

Authorize the Village Manager to execute the attached contracts with Hagerty Consulting and Answer Advisory Consulting, LLC. to provide professional Grant Management Services for a one-year period at the rates listed in the contracts.

Authorize the Village Manager to renegotiate and execute the renewal of this contract for four additional one-year terms under the same terms and conditions, if doing so is in the best interest of the Village of Estero.

Financial Impact

There is no direct financial impact with this agenda item. Financial impacts will be identified with future task authorizations.

Attachment: [SS Grant Mgt RFQ2023-03.pdf](#)

Attachment: [Evaluation Meeting Minutes.pdf](#)

Attachment: [RFQ Response - Hagerty Consulting Inc..pdf](#)

Attachment: [RFQ Response - Anser Advisory Consulting LLC.pdf](#)

Attachment: [Contract - Hagerty - REV 5-31-23_hagertysigned.pdf](#)

Attachment: [Contract - Anser.pdf](#)

Attachment: [Vendor Disclosure Form - Hagerty Consulting Inc..pdf](#)

Attachment: [Vendor Disclosure Form - Anser Advisory Consulting LLC.pdf](#)

c. RVi Supplemental Staffing Contract and Supplemental Task Authorization No. 01 -- Landscape Maintenance Inspections

Recommended Action

Motion to approve Supplemental Staffing Contract with RVi and Supplemental Task Authorization No. 01 to the Contract for Landscape Maintenance Inspections Services for \$60,000.

Approve a \$6,000 contingency (10%) for additional services that may be required to complete the project.

Authorize the Village Manager to sign the Contract, STA, and other additional implementing documents within the scope of the Contract and STA on behalf of the Village of Estero Council.

Financial Impact

The proposed contract's financial impact is \$66,000. Funding is available in the current General Fund budget for Public Works transportation projects.

Attachment: [SS Rvi Supplemental Staffing Contract.pdf](#)

Attachment: [Contract - RVi - Revised 5-31-23_RVi Signed.pdf](#)

Attachment: [RVi STA 01 Landscape.pdf](#)

Attachment: [Vendor Disclosure Form - RVi.pdf](#)

Attachment: [Proj Loc Map.pdf](#)

8. FIRST READINGS

a. First Reading of Ordinance No. 2023-04, Village Initiated Rezoning on Williams Road

An Ordinance of the Village Council of the Village of Estero, Florida, Rezoning 21± Acres of Property Owned by the Village of Estero from Commercial Planned Development and Agriculture to Estero Planned Development (EPD) Zoning to Allow for Various Sports-Related and Recreation Uses; Providing for Severability; Providing for Conflicts; and Providing an Effective Date.

Recommended Action

Motion to Pass First Reading of Ordinance 2023-04 and set Public Hearing and Second Reading for June 21, 2023.

Financial Impact

Minor cost for newspaper advertisement for second reading.

Attachment: [1 SS Ord 2023-04 1st Reading 9000 Williams Rd.pdf](#)

Attachment: [2 Ordinance 2023-04.pdf](#)

Attachment: [3 9000 Williams Road EPD MCP 2023-05-26.pdf](#)

Attachment: [4 Legal Description.pdf](#)

Attachment: [5 Council Staff Report 6-7-2023 and 6-21-2023.pdf](#)

Attachment: [6 Zoning and Land Use Maps.pdf](#)

Attachment: [7 9000 Williams Road EPD MCP 2023-05-26.pdf](#)

Attachment: [8 Tree Survey Map.pdf](#)

Attachment: [9 Z-98-051 CPD Golf driving range north of Williams Rd..pdf](#)

b. First Reading of Resolution No. 2023-11 Capital Improvement Program

A Resolution of the Village Council of the Village of Estero, Florida, Adopting the Capital Improvement Program for Fiscal Year 2023-2024; and Providing an Effective Date.

Recommended Action

Motion to move Capital Improvement Hearing and Resolution 2023-11 on to second public hearing on June 21, 2023.

Financial Impact

The Capital Improvement Program will set the funding for the Village Capital Improvement project for Fiscal Year 2023-2024 and provide a plan of priorities for the next 5-years.

Attachment: [SS Res. No. 2023-11 CIP.pdf](#)

Attachment: [CIP 23-24 Budget.pdf](#)

Attachment: [Res No. 2023-11 Capital Improvement Program.pdf](#)

9. PUBLIC COMMENT ON NON-AGENDA ITEMS**10.COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS****11.VILLAGE ATTORNEY'S REPORT****12.VILLAGE MANAGER'S REPORT****Adjourn Regular Session and Convene Workshop Items****13.WORKSHOP****a. State Legislative Session and Appropriations Update**

Attachment: [SS State Legislative Update.pdf](#)

Attachment: [State Appropriations presentation.pdf](#)

b. Enterprise Resource Planning (ERP) Solution

Attachment: [Summary Sheet DR - Munis ERP Solution.pdf](#)

Attachment: [Tyler Technologies.pdf](#)

Attachment: [Estero FL - Cost Proposal v.3 060123.pdf](#)

14.ADJOURNMENT

General Attachments

[- Transcript.pdf](#)

VILLAGE OF ESTERO COUNCIL MEETING
WEDNESDAY, JUNE 7, 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.

09:31:10 >>Mayor McLain: WELCOME TO PARADISE HERE, A PLACE THAT WE
09:31:13 CALL THE VILLAGE OF ESTERO.
09:31:15 SO AT THIS POINT, I WOULD LIKE TO CALL THE JUNE 7th, 2023,
09:31:21 VILLAGE COUNCIL MEETING TO ORDER.
09:31:22 [SOUNDING GAVEL]
09:31:23 I'D ALSO LIKE TO REMIND EVERYBODY IN ATTENDANCE, IF THEY
09:31:29 HAVEN'T ALREADY DONE SO, TO PLEASE TURN OFF YOUR CELL PHONES
09:31:33 SO WE DON'T DISRUPT THE MEETING WITH SOME CRAZY SOUNDS THAT
09:31:36 MIGHT COME OUT.
09:31:37 THIS MORNING, WE ARE HONORED TO HAVE PASTOR KEVIN MORRIS
09:31:42 FROM THE ESTERO COMMUNITY CHURCH.
09:31:44 WE WELCOME KEVIN AND THANK YOU FOR DOING THE INVOCATION.
09:31:48 >> MR. MAYOR, THANK YOU.
09:31:49 LET US PRAY.
09:31:51 GRACIOUS GOD, WE THANK YOU FOR THIS OPPORTUNITY TO CALL
09:31:56 PEOPLE FOR A MEETING IN A COUNTRY WHERE WE ARE FREE TO
09:32:00 SPEAK.
09:32:01 WE THANK YOU FOR EACH AND EVERY ONE WHO IS HERE TODAY.

09:32:06 YOU HAVE BLESSED US WITH SUPPORTIVE PEOPLE WHO SEEK THE
09:32:10 WELFARE OF YOUR PEOPLE AND YOUR VILLAGE.
09:32:14 LOVING GOD, WE THANK YOU MOST OF ALL FOR BEING HERE, FOR YOU
09:32:19 BEING HERE IN OUR MIDST.
09:32:22 COME, COME AND LET YOUR WISDOM FALL UPON US.
09:32:26 GIVE US CLARITY SO THAT WE CAN EFFECTIVELY TACKLE EACH PART
09:32:30 OF TODAY'S AGENDA.
09:32:32 REVEAL ANY PROBLEM AREAS AND SHOW US THE BEST SOLUTIONS THAT
09:32:36 WILL APPLY.
09:32:39 POINT OUR EYES TO EVERY POSITIVE OUTCOME SINCE OUR LAST
09:32:43 MEETING AND LET THESE FAVORABLE RESULTS AND DEVELOPMENTS
09:32:48 ENCOURAGE EVERY HEART IN THIS ROOM.
09:32:50 DEAR GOD, HELP US APPLY YOUR WISDOM AS WE DECIDE ON CERTAIN
09:32:57 MATTERS AND MAKE PLANS.
09:33:00 MAY YOUR RIGHTEOUSNESS FALL UPON ALL IN THIS BUILDING, THOSE
09:33:05 WHO LIVE, WORK, PLAY, AND TRAVEL THROUGH ESTERO.
09:33:11 AMEN.
09:33:14 >>Mayor McLain: THANK YOU, KEVIN.

09:33:15 NEXT WE'LL DO THE PLEDGE OF ALLEGIANCE.
 09:33:17 I'VE ASKED COUNCILMEMBER LOPEZ TO LEAD US IN THE PLEDGE OF
 09:33:24 ALLEGIANCE.
 09:33:25 [PLEDGE OF ALLEGIANCE]
 09:33:37 >> GOD BLESS THE UNITED STATES OF AMERICA.
 09:33:39 >>Mayor McLain: THANK YOU.
 09:33:40 WE HAVE TWO VETERANS.

 09:33:47 RAFAEL AND MYSELF, I'M AN ARMY.
 09:33:50 NOT QUITE UP TO THE MARINE STANDARDS, I GUESS, BUT WE STILL
 09:33:54 DID OUR DUTY THERE.
 09:33:56 THANK YOU FOR YOUR SERVICE.
 09:33:57 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL?
 09:34:01 >>Vice-Mayor Ribble: HERE.
 09:34:03 >>Larry Fiesel: HERE.
 09:34:05 >>Mayor McLain: HERE.
 09:34:07 >>Lori Fayhee: HERE.
 09:34:09 >>Rafael Lopez: HERE.
 09:34:10 >>Jim Ward: HERE.
 09:34:13 >>George Zalucki: HERE.
 09:34:17 >>Mayor McLain: NEXT WE HAVE A LITTLE PRESENTATION TO
 09:34:22 ANNOUNCE THAT VICE-MAYOR JOANNE RIBBLE HAS RECEIVED THE
 09:34:26 FLORIDA LEAGUE OF CITIES' HOME RULE HERO AWARD FOR THE THIRD
 09:34:31 YEAR IN A ROW.
 09:34:32 I'D LIKE TO -- THERE IS A CERTIFICATE THAT WE HAVE HERE THAT
 09:34:38 JOANNE RECEIVED THAT I'LL PRESENT TO HER IN A MINUTE.
 09:34:43 MAYBE I'LL HAVE YOU -- I'LL READ THIS.
 09:34:46 I HAVE A FEW COMMENTS TO MAKE AND WE'LL PRESENT AFTER I READ
 09:34:50 THIS SO THEY CAN HEAR ME.
 09:34:51 WE RECEIVED THIS PROCLAMATION -- NOT PROCLAMATION, BUT THIS
 09:34:54 ANNOUNCEMENT, THE VILLAGE OF ESTERO, FLORIDA.
 09:34:57 THE FLORIDA LEAGUE OF CITIES, THE UNITED VOICE FOR FLORIDA'S
 09:35:02 MUNICIPAL GOVERNMENTS RECENTLY RECEIVED VILLAGE OF ESTERO --

 09:35:05 RECOGNIZED, EXCUSE ME, RECOGNIZED VILLAGE OF ESTERO
 09:35:07 VICE-MAYOR JOANNE RIBBLE WITH THE 2023 HOME RULE AWARD FOR
 09:35:13 HER HARD WORK AND ADVOCACY EFFORTS DURING THE 2023
 09:35:18 LEGISLATIVE SESSION.
 09:35:19 RIBBLE WORKED TIRELESSLY THROUGHOUT THE SESSION TO PROMOTE
 09:35:24 LOCAL VOICES AND MAKING LOCAL CHOICES, PROTECTING THE HOME
 09:35:30 RULE POWERS OF FLORIDA MUNICIPALITIES AND ADVANCE THE
 09:35:35 LEAGUE'S LEGISLATIVE AGENDA.
 09:35:36 STARTING IN THIS YEAR, JULY OF THIS YEAR, JOANNE WILL BE THE
 09:35:41 VICE PRESIDENT OF THE SOUTHWEST FLORIDA LEAGUE OF CITIES.
 09:35:45 THAT IS A NICE JUMP UP.
 09:35:47 SHE'LL HAVE MORE INFLUENCE IN THAT AREA.
 09:35:54 I WANTED TO TALK A LITTLE BIT ABOUT HOME RULE WHICH IS PART
 09:35:56 OF THE ADDRESS THEY SENT US.

09:35:58 HOME RULE IS THE ABILITY FOR A CITY TO ADDRESS LOCAL
 09:36:02 PROBLEMS WITH LOCAL SOLUTIONS WITH MINIMAL STATE
 09:36:07 INTERFERENCE.
 09:36:08 SO THAT'S REALLY IMPORTANT FOR US ON A LOCAL LEVEL, ON A
 09:36:11 NATIONAL LEVEL THAT WE THE PEOPLE IN THE VILLAGE OF ESTERO
 09:36:15 AND IN LEE COUNTY, WE HAVE OUR ABILITY AND A VOICE TO
 09:36:20 DETERMINE WHAT OUTCOMES WE REALLY WANT AND HOW OUR QUALITY
 09:36:23 OF LIFE AND STANDARD OF LIVING SHOULD BE AS OPPOSED TO OTHER
 09:36:26 FOLKS DICTATING DOWN TO US.
 09:36:28 SO THAT'S WHAT HOME RULE BASICALLY IS.
 09:36:31 HOME RULE RECIPIENTS ARE LOCAL GOVERNMENT OFFICIALS, BOTH

 09:36:37 ELECTED AND NONELECTED, WHO CONSISTENTLY RESPOND TO THE
 09:36:40 LEAGUE'S REQUEST TO REACH OUT TO MEMBERS OF THE LEGISLATURE
 09:36:44 AND HELP GIVE A LOCAL PERSPECTIVE ON THE ISSUE.
 09:36:48 BASICALLY REACHING OUT TO OUR STATE LEGISLATIVE BODIES AND
 09:36:52 EXPRESSING WHAT OUR NEEDS AND WANTS ARE HERE AND HOPEFULLY
 09:36:55 THEY LISTEN TO US AND THEY IMPLEMENT THE APPROPRIATE
 09:36:59 LEGISLATION TO MEET OUR NEEDS IN HERE.
 09:37:01 SO I'D LIKE TO PRESENT TO JOANNE THIS HOME RULE CERTIFICATE
 09:37:08 AND CONGRATULATIONS.
 09:37:10 THANK YOU FOR YOUR HARD EFFORTS.
 09:37:11 [APPLAUSE]
 09:37:12 NEXT ON THE AGENDA IS THE APPROVAL OF THE AGENDA.
 09:37:33 DOES ANYBODY HAVE ANY ADDITIONS, DELETIONS, OR CHANGES TO
 09:37:36 THE AGENDA?
 09:37:37 I DON'T SEE ANY, SO I WILL NOW ENTERTAIN A MOTION TO APPROVE
 09:37:42 THE AGENDA.
 09:37:44 >> SO MOVED.
 09:37:45 >>Mayor McLain: A MOTION WAS MADE BY OUR COUNCILMAN FIESEL
 09:37:51 AND SECONDED BY VICE-MAYOR RIBBLE.
 09:37:54 MADAM CLERK, WOULD YOU PLEASE TAKE THE ROLL.
 09:38:01 >>Larry Fiesel: AYE.
 09:38:03 >>Lori Fayhee: AYE.
 09:38:05 >>Rafael Lopez: AYE.
 09:38:06 >>Jim Ward: AYE.
 09:38:09 >>George Zalucki: AYE.

 09:38:10 >>Vice-Mayor Ribble: AYE.
 09:38:10 >>Mayor McLain: AYE.
 09:38:11 NEXT ON THE AGENDA, WE'LL TAKE ANY PUBLIC COMMENTS THAT ARE
 09:38:18 NOT ON THE AGENDA.
 09:38:20 >>Carol Sacco: WE HAVE NONE, MAYOR.
 09:38:22 >>Mayor McLain: OKAY, GOOD.
 09:38:23 NEXT IS THE CONSENT AGENDA.
 09:38:30 DO WE HAVE ANY COUNCIL MEMBERS THAT HAVE COMMENTS OR
 09:38:34 QUESTIONS REGARDING THE COUNCIL MEETING MINUTES?
 09:38:36 IF NONE, I WILL ENTERTAIN A MOTION TO APPROVE THE CONSENT

09:38:42 AGENDA.
 09:38:45 >> SO MOVED, MR. MAYOR.
 09:38:46 >>Mayor McLain: COUNCILMEMBER ZALUCKI.
 09:38:49 SECONDED BY COUNCILMEMBER FAYHEE.
 09:38:52 MADAM CLERK, PLEASE CALL THE ROLL.
 09:38:58 >>George Zalucki: AYE.
 09:38:58 >>Jim Ward: AYE.
 09:39:00 >>Rafael Lopez: AYE.
 09:39:02 >>Lori Fayhee: AYE.
 09:39:04 >>Larry Fiesel: AYE.
 09:39:05 >>Vice-Mayor Ribble: AYE.
 09:39:06 >>Mayor McLain: AYE.
 09:39:07 NEXT ON THE AGENDA, WE'RE MOVING ALONG PRETTY QUICK HERE
 09:39:13 THIS MORNING, IS VIESTE PROFESSIONAL SERVICES AGREEMENT.
 09:39:17 STEVE, WOULD YOU PLEASE INTRODUCE THIS ITEM?

 09:39:19 >>Steven Sarkozy: GOOD MORNING, MAYOR AND MEMBERS OF
 09:39:21 COUNCIL.
 09:39:21 YES, THIS IS ITEM 7-A IS A CONTINUATION OF THE VIESTE
 09:39:26 PROFESSIONAL SERVICES AGREEMENT WHEREBY THE VIESTE
 09:39:31 CORPORATION AND MICHAEL COMPARATO ARE SERVING AS CONSULTANTS
 09:39:37 TO THE VILLAGE AS WE PULL TOGETHER A PROGRAM AND CONTRACT
 09:39:42 FOR THE USE OF THE 20-ACRE WILLIAMS ROAD SITE WHERE THE
 09:39:47 CURRENT DRIVING RANGE IS.
 09:39:50 WE'VE BEEN USING AN OUTSIDE CONTRACTOR, VIESTE,
 09:39:54 INCORPORATED, AS OUR PARTNER AND CONSULTANT AS WE PULL
 09:40:01 TOGETHER A MIXED USE DEVELOPMENT UNDER A PUBLIC/PRIVATE
 09:40:05 PARTNERSHIP PROGRAM WHEREBY THE CITY WILL USE ITS INVESTMENT
 09:40:10 IN LAND TO ATTRACT AN OPERATOR FOR RECREATIONAL FACILITIES
 09:40:16 FOR COMMUNITY USE.
 09:40:18 THE VILLAGE WILL DERIVE AN ONGOING REVENUE STREAM FROM THE
 09:40:23 OPERATION AS WELL AS THE PROVISION OF A RECREATIONAL SERVICE
 09:40:28 FOR THE COMMUNITY OR SERVICES IN THIS CASE.
 09:40:32 THIS IS A SHORT-TERM CONTRACT.
 09:40:36 WE'RE STILL TARGETING TO GET SOMETHING TO THE VILLAGE
 09:40:39 COUNCIL BY THE FIRST MEETING IN JULY WHERE WE'LL ASK THAT
 09:40:46 YOU APPROVE A TERM SHEET AND THEN OVER THE SUMMER WE'LL BE
 09:40:53 HAMMERING OUT ALL OF THE LEGAL DETAILS OF FINAL CONTRACTS
 09:40:57 WITH THE END USERS TO COME BACK TO YOU FOR APPROVAL IN
 09:41:01 SEPTEMBER OR OCTOBER.
 09:41:03 THAT ALLOWS US TO KEEP THIS PROJECT MOVING AT A FAIRLY QUICK

 09:41:09 PACE.
 09:41:09 AGAIN, THIS IS A SHORT-TERM CONTRACT.
 09:41:13 I'M ANTICIPATING ABOUT ANOTHER FOUR MONTHS OF OPERATION
 09:41:16 HERE.
 09:41:21 >>Mayor McLain: DO COUNCIL MEMBERS HAVE ANY QUESTIONS OR
 09:41:23 COMMENTS?

09:41:23 I'VE JUST GOT ONE QUESTION, STEVE.
 09:41:31 THE MONTHLY FEE, IF WE CAN TERMINATE THIS, YOU KNOW, IT'S
 09:41:39 NOT A FOUR-MONTH FIXED CONTRACT.
 09:41:41 WE COULD DO IT IN THREE MONTHS IF WE GET THE WORK DONE.
 09:41:44 OBVIOUSLY, BE WE HAVE A LOT GOING ON, SO I THINK IT'S
 09:41:46 IMPORTANT THAT WE CARRY ON.
 09:41:47 WE HAVE TO HAVE AN END DATE.
 09:41:54 WE HAVE TO HAVE CONCLUSIONS, ESPECIALLY WITH THIS KIND OF
 09:41:56 COST, A LITTLE OVER HUNDRED THOUSAND DOLLARS IN FOUR MONTHS.
 09:42:00 IF THERE ARE NO QUESTIONS FROM COUNCIL, I WOULD ASK MADAM
 09:42:07 CLERK IF THERE ARE ANY PUBLIC COMMENTS ON THIS.
 09:42:09 >>Carol Sacco: WE HAVE NO PUBLIC COMMENT AND NO E-COMMENTS.
 09:42:12 >>Mayor McLain: THANK YOU.
 09:42:13 I WILL NOW ENTERTAIN A MOTION REGARDING THIS ITEM.
 09:42:20 IS THERE ANYONE WILLING TO MAKE A MOTION ON THIS TO ACCEPT
 09:42:22 IT?
 09:42:23 >> SO MOVED.
 09:42:24 >> SECOND.
 09:42:25 >>Mayor McLain: COUNCILMEMBER LOPEZ HAS MADE THE MOTION AND

 09:42:28 IT WAS SECONDED BY VICE-MAYOR RIBBLE.
 09:42:30 MADAM CLERK, PLEASE CALL THE ROLL.
 09:42:34 >>Larry Fiesel: AYE.
 09:42:36 >>Lori Fayhee: AYE.
 09:42:37 >>Rafael Lopez: AYE.
 09:42:39 >>Jim Ward: AYE.
 09:42:41 >>George Zalucki: AYE.
 09:42:43 >>Vice-Mayor Ribble: AYE.
 09:42:44 >>Mayor McLain: AYE.
 09:42:46 THE NEXT ITEM ON THE AGENDA IS THE GRANT MANAGEMENT SERVICES
 09:42:55 UNDER THE RFQ 2023-03.
 09:43:00 STEVE, WOULD YOU PLEASE INTRODUCE THIS ITEM?
 09:43:03 >>Steven Sarkozy: YES.
 09:43:04 THE CONTEXT FOR THIS IS THAT THERE'S BEEN A LOT OF MONEY
 09:43:08 FROM THE STATE AND FEDERAL GOVERNMENT THAT'S BEEN FOCUSED ON
 09:43:12 OUR REGION AS A RESULT OF HURRICANE IAN.
 09:43:17 YOU'RE ALL AWARE OF THE \$1.1 BILLION COMING FROM THE HOUSING
 09:43:21 AND URBAN DEVELOPMENT DEPARTMENT TO LEE COUNTY FOR
 09:43:26 RESILIENCY EFFORTS, AND WE'RE ALL INVOLVED IN KIND OF
 09:43:32 MONITORING THAT PROCESS AS IT BUILDS UP TOWARDS POLICY AND
 09:43:39 PRIORITIES FOR THAT MONEY ON DECEMBER 5th, CONCLUDING ON
 09:43:45 DECEMBER 5th.
 09:43:46 RELATED TO THAT, WE'RE GOING TO BE ASKED TO PUT TOGETHER
 09:43:51 SPECIFIC GRANTS TO GO AFTER SOME OF THAT 1.1 MILLION AS WELL
 09:43:57 AS OTHER GRANTS THAT COULD BE LEVERAGED FROM OTHER

 09:44:02 DEPARTMENTS WITHIN THE STATE OR WITHIN THE FEDERAL
 09:44:04 GOVERNMENT USING PORTIONS OF THAT 1.1 MILLION -- EXCUSE ME,

09:44:09 BILLION -- TO OFFSET OR MATCH OTHER GRANTS AT THE STATE AND
 09:44:16 FEDERAL LEVEL FOR VARIOUS PROJECTS THAT HELP IN OUR
 09:44:19 RESILIENCY EFFORTS.
 09:44:22 AND THAT -- THIS WHOLE EFFORT IS REALLY TAXING ON THE WHOLE
 09:44:27 OPERATION.
 09:44:28 SO WHAT WE'RE LOOKING FOR ARE GRANT PREPARATION SERVICES ON
 09:44:34 A CONTRACTUAL BASIS THAT WILL SUPPLEMENT STAFF WORK BUT
 09:44:38 REALLY BE OUTSIDE CONTRACTORS THAT WE CAN ASK TO TARGET
 09:44:45 CERTAIN GRANTS, APPLY FOR CERTAIN GRANTS ON OUR BEHALF AND
 09:44:51 THEN ASSIST IN THE PROCESS OF THOSE GRANTS THROUGH THE
 09:44:54 FEDERAL GOVERNMENT.
 09:44:55 SO THE GRANTS WILL COME BACK TO YOU BEFORE WE EVER SUBMIT
 09:44:59 ANYTHING, BUT WE NEED SOME HELP IN PULLING ALL THIS
 09:45:03 TOGETHER.
 09:45:04 AND THIS IS REALLY AN EXTRAORDINARY TIME TO GIVE YOU SOME
 09:45:07 IDEA OF THE \$1.1 BILLION THAT HAS COME OUR WAY HAS NEVER
 09:45:13 BEEN ADMINISTERED THIS WAY BY THE FEDERAL GOVERNMENT.
 09:45:16 IT'S ALWAYS BEEN ADMINISTERED FEDERALLY.
 09:45:21 THIS IS COMING DOWN AND THE DECISION MAKING AUTHORITY HAS
 09:45:24 BEEN VESTED ON THE LEE COUNTY BOARD OF COMMISSIONERS.
 09:45:28 SO THAT WHOLE PROCESS IS WHAT WE'RE ACTIVELY INVOLVED IN,
 09:45:32 AND WE'RE GOING TO QUICKLY GO FROM THIS ANALYSIS EFFORT
 09:45:39 PRIORITIZATION EFFORT TO ACTUALLY PREPARING GRANTS THAT

 09:45:43 TARGET OUR NEEDS IN THE COMMUNITY.
 09:45:45 SO WE'RE ASKING FOR YOUR SUPPORT IN TERMS OF BOTH OF THESE
 09:45:52 SERVICES.
 09:45:53 WE'VE SELECTED HAGERTY CONSULTING AND ANSER ADVISORY
 09:45:58 CONSULTING AS TWO FIRMS THAT COULD HELP US IN THE GRANT
 09:46:02 MANAGEMENT SERVICES AND DEPENDING UPON THE TYPE OF GRANT, WE
 09:46:07 WOULD GO BETWEEN EITHER OF THOSE TWO FIRMS.
 09:46:10 HAGERTY IS ALSO ASSISTING THE COUNTY, SO WE THINK WE HAVE
 09:46:15 SOME ADDITIONAL INSIGHTS AS A RESULT OF THEIR WORK, BUT TO
 09:46:19 THE EXTENT THAT THERE MAY BE SOME CONFLICTS OF INTEREST, WE
 09:46:23 HAVE ANSER THAT WOULD -- ANSER CONSULTING THAT WOULD PROVIDE
 09:46:28 AN ALTERNATIVE AND AVOID THE CONFLICTS OF INTEREST.
 09:46:35 >>Mayor McLain: ANY COUNCIL QUESTIONS?
 09:46:38 >>Jim Ward: STEVE, I KNOW WE HAVE TWO FIRMS UP IN THE
 09:46:41 TALLAHASSEE AREA THAT CURRENTLY WORK WITH US WITH THE
 09:46:45 LEGISLATURE --
 09:46:45 >>Steven Sarkozy: CORRECT.
 09:46:46 >>Jim Ward: ANY FUNDING UP THERE.
 09:46:47 THIS WOULD BE INDEPENDENT OF THOSE?
 09:46:49 >>Steven Sarkozy: YES, THOSE TWO FIRMS ARE LOBBYIST FIRMS
 09:46:52 THAT ADVOCATE ON OUR BEHALF ONCE WE MAKE APPLICATION FOR
 09:46:56 GRANTS.
 09:46:58 AND GENERALLY MONITOR THE LEGISLATIVE ACTIVITIES IN
 09:47:03 TALLAHASSEE ON OUR BEHALF.

09:47:05 IN FACT, THERE WILL BE LATER ON IN THE WORKSHOP AGENDA

09:47:09 GIVING US AN UPDATE ON THE LEGISLATIVE SESSION.

09:47:11 THEY'VE BEEN VERY EFFECTIVE IN HELPING US THE FIRST YEAR

09:47:15 THAT WE ENGAGED THEM WE GOT ROUGHLY \$1.75 MILLION FROM THE

09:47:20 STATE, AND THIS YEAR, WE'VE GOTTEN \$7.5 MILLION FROM THE

09:47:26 STATE.

09:47:27 YEARS PRIOR TO THAT, SINCE OUR INCORPORATION, WE HAD ZERO

09:47:32 COMING IN.

09:47:32 SO THAT'S BEEN MONEY WELL SPENT.

09:47:38 >>Jim Ward: THESE TWO FIRMS WOULD BE SPECIFIC TO THE 1.1

09:47:41 BILLION THAT'S AVAILABLE?

09:47:42 >>Steven Sarkozy: THAT, YES, AND ALSO SOME OF THE OTHER

09:47:46 HURRICANE IAN RESPONSE GRANTS.

09:47:52 THERE IS ANOTHER \$330 MILLION OUT THERE IN CURRENT MONEY

09:47:58 FROM THE STATE AND THE FEDS APPROXIMATELY AT 330 MILLION,

09:48:05 AND IF YOU ADD THAT UP, YOU GET SOME REAL MONEY.

09:48:09 >>Jim Ward: THANK YOU.

09:48:11 >>Mayor McLain: ANY OTHER QUESTIONS?

09:48:13 I JUST GOT COMMENTS AND EXPRESS FROM THE VILLAGE AND FROM ME

09:48:19 SPECIFICALLY -- THE TASK FORCE FOR THIS, AND IT'S A

09:48:25 CONFUSING PROCESS AND IT IS A LONG PROCESS.

09:48:28 THIS CAN GO ON FOUR, FIVE YEARS, MAYBE EVEN LONGER.

09:48:32 BUT I THINK THE VILLAGE IS VERY FORTUNATE TO HAVE OUR

09:48:36 VILLAGE MANAGER WHO WITH A WEALTH OF EXPERIENCE TO BE ABLE

09:48:41 TO GUIDE US THROUGH THESE ISSUES.

09:48:44 FROM MY STANDPOINT, LISTENING TO THE PROFESSIONALS THAT

09:48:47 WE'RE DEALING WITH, IT CAN BE A LITTLE OVERWHELMING.

09:48:51 THERE'S A LOT OF TALK.

09:48:55 THE ACTION WILL FOLLOW, BUT IT DOES TAKE A DISCIPLINE TO BE

09:48:58 ABLE TO MAKE SURE THAT WE'LL HAVE ACTIONABLE ITEMS AND ITEMS

09:49:01 THAT WILL BE FUNDED.

09:49:05 SO VERY GRATEFUL FOR STEVE, BUT ALSO FOR DAVID WILLEMS AND

09:49:11 FOR MARY GIBBS THAT ARE DOING THEIR REGULAR JOBS AND ALSO

09:49:16 NOW BEING CHARGED TO WORK ON SOME OF THESE OTHER INITIATIVES

09:49:22 THAT ARE EXTREMELY IMPORTANT TO US.

09:49:24 SO WE ARE VERY FORTUNATE TO HAVE A WEALTH OF KNOWLEDGE AND

09:49:30 SKILLS AND I THINK DEDICATION TO GO AFTER OUR FAIR SHARE IN

09:49:34 THERE, BECAUSE I THINK IT'S REALLY IMPORTANT THAT WE ADDRESS

09:49:39 THESE AGGRESSIVELY AND IN A WAY THAT REALLY MAKES SENSE THAT

09:49:43 THE TASK FORCE CAN DISCERN WHAT IS THE BEST WAY TO SPEND

09:49:48 THIS MILLION OR BILLION, \$100 MILLION.

09:49:53 I THINK WE'RE ON THE RIGHT TRACK.

09:49:55 THERE IS A LOT OF WORK TO BE DONE IN THE FUTURE.

09:49:59 AND I THINK THESE CONTRACTS WILL HELP US CONTINUE TO MOVE

09:50:02 THIS FORWARD.

09:50:04 IF THERE ARE NO FURTHER COMMENTS FROM THE COUNCIL --

09:50:09 >>Jim Ward: THE OTHER SIDE OF THE SPEAR ON THIS IS THE
 09:50:12 HIRING THAT WE DID OF THE TWO ADVISORY FIRMS THAT WILL BE
 09:50:16 ABLE TO SUPPLEMENT MARY AND DAVID WITH HELP WHEN WE GET INTO
 09:50:21 THESE PROJECTS.
 09:50:22 >>Mayor McLain: EXTREMELY IMPORTANT.

 09:50:23 ANY PUBLIC COMMENTS, MADAM CLERK?
 09:50:28 >>Carol Sacco: WE HAVE NO PUBLIC COMMENT AND NO E-COMMENTS.
 09:50:31 >>Mayor McLain: OKAY.
 09:50:32 NOW I'LL ENTERTAIN A MOTION REGARDING THIS ITEM TO APPROVE
 09:50:39 RFQ 2023-03.
 09:50:42 >>Larry Fiesel: I'LL MAKE A MOTION, MR. MAYOR.
 09:50:45 >>Mayor McLain: COUNCILMAN FIESEL HAS MADE THE MOTION.
 09:50:48 SECONDED BY COUNCILMEMBER WARD.
 09:50:54 MOTION WAS MADE BY FIESEL AND WARD.
 09:50:59 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL.
 09:51:03 >>George Zalucki: AYE.
 09:51:04 >>Jim Ward: AYE.
 09:51:05 >>Rafael Lopez: AYE.
 09:51:08 >>Lori Fayhee: AYE.
 09:51:09 >>Larry Fiesel: AYE.
 09:51:10 >>Vice-Mayor Ribble: AYE.
 09:51:11 >>Mayor McLain: AYE.
 09:51:12 THE NEXT ITEM ON THE AGENDA IS RVI SUPPLEMENTAL STAFFING
 09:51:20 CONTRACT AND SUPPLEMENTAL TASK AUTHORIZATION NUMBER 01.
 09:51:25 STEVE, WOULD YOU INTRODUCE THIS ITEM, PLEASE?
 09:51:26 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
 09:51:28 YOU'RE ALL AWARE OF OUR DIFFICULTIES IN ACTUALLY HIRING
 09:51:33 PEOPLE IN THIS ENVIRONMENT.
 09:51:36 THE COST OF LIVING GOING UP, THE COST OF HOUSING AND SO
 09:51:40 FORTH MAKE IT VERY DIFFICULT TO ATTRACT PEOPLE INTO THE

 09:51:42 AREA.
 09:51:43 IT'S NOT UNIQUE TO THE VILLAGE OF ESTERO BY ANY MEANS.
 09:51:48 IT'S AN ISSUE THAT WE HAVE REGION WIDE.
 09:51:51 BUT WE STILL HAVE A LOT OF WORK TO DO, PARTICULARLY AS WE
 09:51:53 TRANSITION FROM A LOT OF CONSTRUCTION ACTIVITY TO
 09:51:57 MAINTENANCE ACTIVITY.
 09:51:59 AS MORE OR LESS A STOPGAP MEASURE, WE PUT OUT AN
 09:52:06 ADVERTISEMENT FOR CONSULTING SERVICES TO BRING SOMEBODY IN
 09:52:08 TO HELP US DO THE MANAGEMENT AND OVERSIGHT OF SOME OF OUR
 09:52:15 MAINTENANCE CONTRACTS.
 09:52:17 AND WE'VE OUTLINED IN YOUR PACKET THE SPECIFIC AREAS WHERE
 09:52:21 WE HAVE MAJOR PROJECTS THAT HAVE BEEN OR ARE BEING
 09:52:26 COMPLETED, AND THEY INCLUDE U.S. 41, BEN HILL GRIFFIN
 09:52:32 PARKWAY, ESTERO PARKWAY, AND THE CORKSCREW I-75 INTERCHANGE
 09:52:37 AS WELL AS VIA COCONUT.
 09:52:39 THESE ARE PROJECTS THAT ONCE COMPLETE REPRESENT AN ONGOING

09:52:47 NEED TO MONITOR THE CONTRACTS THAT WE HAVE FOR MAINTENANCE
 09:52:52 AND ALSO BRING OUT SUPPLEMENTAL SERVICES TO IMPROVE THE
 09:52:59 LANDSCAPING WHEN SOME OF THE LANDSCAPING IS HIT BY CARS, YOU
 09:53:02 KNOW, IN ACCIDENTS OR WHEN WE HAVE SOME OF THE LANDSCAPE
 09:53:06 MATERIAL THAT DIES OFF AND NEEDS REPLACEMENT OR REPAIR.
 09:53:10 WE'RE PROPOSING TO BRING ON THIS FIRM THAT HAS LOCAL STAFF
 09:53:17 AVAILABLE FOR THIS PURPOSE.
 09:53:18 THEY WOULD STAY IN CLOSE COORDINATION WITH DAVID WILLEMS,
 09:53:22 BUT KIND OF WORK UNDER OUR COORDINATION BUT STILL GET THE

 09:53:28 WORK DONE AND SUPPLEMENT STAFF.
 09:53:32 THIS COMES TO YOU WITH A RECOMMENDATION FOR APPROVAL.
 09:53:34 \$60,000 PLUS OUR 10% CONTINGENCY, AND WE'LL GIVE THIS A TRY
 09:53:40 TO MAKE SURE THAT IT'S WORKING.
 09:53:43 IF IT DOESN'T, WE'LL COME BACK AND GO TO PLAN B.
 09:53:47 >>Mayor McLain: THANK YOU, STEVE.
 09:53:48 ANY COUNCIL MEMBERS HAVE QUESTIONS?
 09:53:50 VICE-MAYOR.
 09:53:51 >>Vice-Mayor Ribble: STEVE, DOES THIS COMPANY DO THE REPAIR
 09:53:55 AND THE SERVICE TO THE LANDSCAPING ALSO?
 09:53:57 >>Steven Sarkozy: NO.
 09:53:58 THEY MAY DO SOME MINOR BUT MOST OF IT WILL BE DONE BY OTHER
 09:54:02 PEOPLE THAT WE BRING IN.
 09:54:04 >>Vice-Mayor Ribble: WILL THEY FIND THE CONTRACTORS AND THEN
 09:54:06 THAT CONTRACTOR WILL EVENTUALLY COME TO US AGAIN FOR
 09:54:08 WHATEVER SERVICE NEEDS TO BE DONE?
 09:54:10 >>Steven Sarkozy: THEY'LL MONITOR THE WORK OF THE
 09:54:12 CONTRACTORS ON THE SITE.
 09:54:15 AND IF WE NEED TO BRING IN OTHER PEOPLE TO DO OTHER MORE
 09:54:20 SPECIALIZED WORK, WE USUALLY HAVE THEM IN THE POOL, SO WE'LL
 09:54:24 BE ABLE TO CALL ON OTHER CONTRACTORS TO DO THAT WORK.
 09:54:28 >>Vice-Mayor Ribble: THANK YOU.
 09:54:31 >>Mayor McLain: ANY OTHER QUESTIONS?
 09:54:35 >> WILL THEY ALSO BE LOOKING AT THE MAINTENANCE OF THE
 09:54:38 MONUMENT SIGNS WE'RE PUTTING UP AROUND THE VILLAGE

 09:54:40 EVENTUALLY?
 09:54:41 >>Steven Sarkozy: POTENTIALLY.
 09:54:42 IT DEPENDS ON HOW FAR WE GO ON THAT.
 09:54:45 THIS IS THE MAJOR WORK AND WE ONLY HAVE THE TWO MONUMENT
 09:54:50 SIGNS.
 09:54:51 AS THAT GROWS, THAT'S GOING TO PROBABLY REQUIRE MORE
 09:54:54 SPECIALIZED, THE LIGHTING AND SO FORTH, LANDSCAPING
 09:54:59 POSSIBLY.
 09:55:03 >>Mayor McLain: THANK YOU.
 09:55:03 I ACTUALLY TALKED TO STEVE GOING THROUGH THIS AGENDA.
 09:55:08 MAYBE OUR COUNCIL MEMBERS COULD DO THIS IN YOUR SPECIFIC
 09:55:11 AREA TO SAVE THE MONEY, BUT IDENTIFYING THE PROBLEM IS ONE

09:55:15 THING.
 09:55:17 THE REAL ISSUE IS MAKING SURE YOU GO TO THE RIGHT PEOPLE TO
 09:55:21 GET THE WORK DONE, BECAUSE I GET DAILY COMMUNICATIONS FROM
 09:55:24 MY AREA AS TO TREES DOWN ON ESTERO PARKWAY.
 09:55:29 AND IT'S ALSO AMAZING TO ME THE NUMBER OF INCIDENTS THAT WE
 09:55:32 HAVE THROUGHOUT ESTERO.
 09:55:34 I MEAN, THREE WEEKS AGO, WE HAD AN ACCIDENT KNOCKED DOWN A
 09:55:40 COUPLE OF TREES FROM CYPRESS VIEW FROM PEOPLE COMING OUT OF
 09:55:44 CHURCH AND I GUESS JUST THIS WEEK OR LAST WEEK, SOMEBODY
 09:55:48 COMING OUT OF BELLE LAGO ABOUT A HUNDRED YARDS GOING EAST,
 09:55:52 SOMEBODY MUST HAVE REAR-ENDED THEM, THEY KNOCKED DOWN TWO
 09:55:56 TREES IN THE MEDIAN.
 09:55:57 IT'S AMAZING TO ME THAT 1.8 MILES THAT WE SPENT

 09:56:00 \$10.2 MILLION REDOING, THAT MANY ACCIDENTS AND NECESSARY
 09:56:05 REPAIRS IN THERE.
 09:56:07 THIS IS A WAY FOR US TO, WITH EVERYTHING ELSE WE'VE GOT
 09:56:12 GOING, I THINK THIS IS WORTHWHILE EXPENDITURE.
 09:56:16 >>Steven Sarkozy: MAYOR, GOOD POINT, IF I MAY.
 09:56:18 THE MAYOR POINTS OUT A REAL POINT OF FRUSTRATION.
 09:56:22 WHEN WE GET ACCIDENTS THAT TAKE OUT TREES OR LIGHT POLES, IN
 09:56:27 ORDER TO SAVE THE COMMUNITY MONEY, WE GO AFTER THE INSURANCE
 09:56:31 COMPANIES OF THE DRIVER WHO TOOK OUT THAT WHATEVER.
 09:56:38 IT'S MY UNDERSTANDING THAT THE POLICE REPORTS NOW ARE
 09:56:42 USUALLY ABOUT 60 DAYS DELAYED, SO YOU CAN'T MAKE A PETITION
 09:56:50 TO THE INSURANCE COMPANIES UNTIL YOU GET THE POLICE REPORT.
 09:56:53 SO ONCE YOU GET THE POLICE REPORT, GO TO THE INSURANCE
 09:56:56 COMPANY, THEN THE INSURANCE COMPANY HAS TO PROCESS IT.
 09:56:59 IF YOU FIX THE PROBLEM, THE INSURANCE COMPANY WILL DISAVOW
 09:57:04 ANY NEED TO GO BACK AND DO ANY WORK.
 09:57:07 SO YOU LEAVE THE TREE OR THE LIGHT POLE FOR 60 DAYS PLUS
 09:57:12 INSURANCE TIME, PLUS THE RESOLUTION TIME TO MAKE IT ALL
 09:57:19 WORK, AND IT'S VERY FRUSTRATING THAT YOU SEE DAMAGE OUT ON
 09:57:22 THE STREET BECAUSE OF ALL THIS PROCESS.
 09:57:24 SO WE'RE GETTING BACKED UP.
 09:57:27 NOW, IT'S NOT ONLY FRUSTRATING, BUT IT TAKES AN INCREDIBLE
 09:57:31 AMOUNT OF TIME TO MONITOR ALL THAT IN ORDER TO SAVE
 09:57:35 OURSELVES THE MONEY OF THE REPLACEMENT.
 09:57:39 SO THAT'S KIND OF WHAT'S INVOLVED.

 09:57:42 AND PEOPLE DO GET VERY FRUSTRATED WHEN THEY SEE THINGS OUT
 09:57:45 THERE THAT ARE NOT BEING REPAIRED.
 09:57:47 BELIEVE ME, IT IS IN PROCESS.
 09:57:51 >>Vice-Mayor Ribble: THAT'S VERY GOOD FOR US TO KNOW THAT SO
 09:57:53 THAT WE CAN RELAY THAT INFORMATION TO PEOPLE AS THEY
 09:57:56 COMPLAIN.
 09:57:56 >>Steven Sarkozy: YEP.
 09:57:57 60 DAYS PLUS INSURANCE TIME PLUS THEN THE RESPONSE TIME TO

09:58:04 PLANT OR REPLACE THE POLE OR WHATEVER.
 09:58:07 THAT'S JUST WAY TOO LONG.
 09:58:11 >>Mayor McLain: IT'S JUST THE PROCESS THAT'S IN THERE.
 09:58:13 I KNOW PEOPLE GET FRUSTRATED BECAUSE THEY WRITE YOU AFTER AN
 09:58:17 ACCIDENT WITHIN TWO OR THREE DAYS AND TO WAIT THREE TO FOUR
 09:58:22 MONTHS, IT SEEMS A LONG TIME, BUT ANYBODY WHO HAS DEALT WITH
 09:58:26 INSURANCE CLAIMS FOR ROOFS OR HURRICANE DAMAGE REALIZE THAT
 09:58:28 THREE OR FOUR MONTHS IS NOT A REALLY LONG TIME.
 09:58:31 THAT'S THE PROCESS WE HAVE TO DEAL WITH.
 09:58:37 >>Larry Fiesel: MR. MAYOR, IS THAT TOO MUCH -- TOO MUCH
 09:58:40 INFORMATION SOMETIMES IS NOT A GOOD THING BUT IS THAT
 09:58:42 SOMETHING THAT MARILYN MIGHT PUT OUT IN AN E-MAIL TO THE
 09:58:45 COMMUNITY, A BRIEF SUMMARY OF WHAT STEVE JUST SPOKE SO
 09:58:49 PEOPLE DON'T HAVE TO CALL US TO FIND OUT WHAT THAT PROCESS
 09:58:52 IS?
 09:58:53 >>Steven Sarkozy: SURE.
 09:58:54 WE'RE LOOKING FOR ARTICLES ALL THE TIME.

 09:58:58 THAT MAY BE A GOOD ONE.
 09:59:00 GET WITH DAVID AND HAMMER THAT OUT.
 09:59:04 THAT WOULD BE GREAT.
 09:59:05 IT'S NO ONE'S FAULT, BUT IT'S JUST THE WAY THE SYSTEM WORKS.
 09:59:11 >>Mayor McLain: I THINK THAT MAYBE IS A GOOD IDEA BECAUSE IT
 09:59:14 AVOIDS, I'M SURE CAROL GETS A TON OF PHONE CALLS ON TREES
 09:59:18 DOWN, LIGHTS DOWN AND THE LIKE.
 09:59:19 MAYBE WE DO SOME KIND OF ARTICLE TO GET THAT OUT.
 09:59:23 IT'S A GOOD IDEA.
 09:59:24 ANY OTHER COMMENTS?
 09:59:29 DID ANYBODY SIGN UP TO SPEAK?
 09:59:31 >>Carol Sacco: NO PUBLIC COMMENT OR E-COMMENTS.
 09:59:35 >>Mayor McLain: I WILL NOW ENTERTAIN A MOTION REGARDING
 09:59:37 APPROVAL FOR THIS ITEM?
 09:59:40 >> SO MOVED.
 09:59:40 >>Mayor McLain: COUNCILMEMBER ZALUCKI AND SECONDED BY
 09:59:43 COUNCILMEMBER WARD.
 09:59:44 WOULD MADAM CLERK PLEASE CALL THE ROLL?
 09:59:49 >>Larry Fiesel: AYE.
 09:59:52 >>Lori Fayhee: AYE.
 09:59:53 >>Rafael Lopez: AYE.
 09:59:55 >>Jim Ward: AYE.
 09:59:57 >>George Zalucki: AYE.
 09:59:59 >>Vice-Mayor Ribble: AYE.
 09:59:59 >>Mayor McLain: AYE.

 10:00:00 NEXT ITEM ON THE AGENDA IS THE FIRST READING OF ORDINANCE
 10:00:05 NUMBER 2023-04.
 10:00:09 WILL MADAM CLERK PLEASE READ THE TITLE OF THE ORDINANCE?
 10:00:13 >>Carol Sacco: ORDINANCE NUMBER 2023-04, AN ORDINANCE OF THE

10:00:17 VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, REZONING
 10:00:19 21 ACRES OF PROPERTY OWNED BY THE VILLAGE OF ESTERO FROM
 10:00:23 COMMERCIAL PLANNED DEVELOPMENT AND AGRICULTURE TO ESTERO
 10:00:26 PLANNED DEVELOPMENT ZONING TO ALLOW FOR VARIOUS
 10:00:30 SPORTS-RELATED AND RECREATION USES; PROVIDING FOR
 10:00:33 SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN
 10:00:37 EFFECTIVE DATE.
 10:00:38 >>Mayor McLain: STEVE, WOULD YOU PLEASE INTRODUCE THIS ITEM
 10:00:39 OR THIS ORDINANCE?
 10:00:42 >>Steven Sarkozy: THANK YOU, MAYOR, MEMBERS OF COUNCIL.
 10:00:44 AGAIN, THIS HAS TO DO WITH THE 21 ACRES ON THE SIDE OF
 10:00:50 WILLIAMS ROAD, EAST OF THE RAILROAD TRACKS.
 10:00:51 PROPERTY OWNED BY THE VILLAGE OF ESTERO WHERE THE CURRENT
 10:00:54 DRIVING RANGE IS LOCATED.
 10:00:57 WE'VE BEEN GOING THROUGH THE PROCESS OF IDENTIFYING WHAT TO
 10:01:01 DO ON THIS PROPERTY, BUT PARALLELED WITH THAT, THIS PROCESS
 10:01:06 IS THE REZONING OF THAT PROPERTY TO MAKE THE FUTURE INTENDED
 10:01:12 USE OF THAT PROPERTY LEGAL UNDER OUR POLICIES.
 10:01:16 SO THAT REZONING PROCESS HAS BEEN COORDINATED BY MARY GIBBS
 10:01:20 AND HAS GONE THROUGH THE PLANNING AND ZONING BOARD APPROVAL
 10:01:24 PROCESS.

 10:01:24 THE PLANNING AND ZONING BOARD REVIEWED THIS AT THEIR APRIL
 10:01:30 11th MEETING AND APPROVED THE PROPOSED REZONING.
 10:01:35 THAT REZONING NOW COMES TO THE VILLAGE COUNCIL FOR REVIEW
 10:01:40 AND CONSIDERATION.
 10:01:42 THE FIRST STEP IN THE COUNCIL PROCESS IS APPROVING IT AS
 10:01:48 FIRST READING.
 10:01:49 THAT PUTS IT ON THE PUBLIC AGENDA AND MAKE SURE THAT THE
 10:01:54 COMMUNITY IS AWARE THAT THIS ISSUE IS BEING CONSIDERED.
 10:01:59 THE FINAL OR SECOND READING WOULD OCCUR ON THE VILLAGE
 10:02:04 COUNCIL AGENDA ON JUNE 21st OF THIS YEAR.
 10:02:08 THE PROPOSED REZONING ALLOWS FOR THE RECREATIONAL USES ON
 10:02:17 THE SITE AND LAYS OUT THE SITE GENERALLY THE WAY THE ACCESS
 10:02:22 POINTS WOULD BE LOCATED THAT AFFECT THE PUBLIC ROADWAYS.
 10:02:26 THERE WILL BE ONE ACCESS ONTO VIA COCONUT AND ONE ACCESS
 10:02:30 ONTO WILLIAMS ROAD.
 10:02:31 SO MARY GIBBS IS IN THE AUDIENCE IF YOU HAVE ANY QUESTIONS
 10:02:36 REGARDING THIS ITEM, BUT THE FINAL CONSIDERATION OF THIS
 10:02:39 WOULD COME TO YOU ON THE 21st IF YOU APPROVE THE FIRST
 10:02:43 READING.
 10:02:45 >>Mayor McLain: THANK YOU.
 10:02:46 ANY COUNCIL COMMENTS, QUESTIONS?
 10:02:48 YES.
 10:02:51 >>Jim Ward: STEVE, I READ THROUGH THE CONDITIONS THAT THE
 10:02:53 PZB HAD.
 10:02:55 I WAS WONDERING IF WE HAD ANY CONCERNS RELATIVE TO THE

10:02:58 CONDITIONS THAT THEY HAVE PUT IN PLACE.
 10:03:01 >>Mayor McLain: WE'VE GOT MARY GIBBS WHO CAN MAYBE ADDRESS
 10:03:04 THAT QUESTION.
 10:03:05 >>Mary Gibbs: IF I CAN ANSWER THAT, I'LL BE EXPLAINING THAT
 10:03:08 AT THE SECOND READING WHICH IS ACTUALLY THE PUBLIC HEARING.
 10:03:10 I'LL GO INTO IT IN A LITTLE MORE DETAIL.
 10:03:13 BUT, NO, WE'RE FINE WITH THE CONDITIONS OF PLANNING ZONING
 10:03:15 AND DESIGN BOARD.
 10:03:16 I ALSO DID WANT TO MENTION THAT TODAY WE POST THE ZONING
 10:03:21 SIGNS ON THE PROPERTY.
 10:03:22 IF ANYBODY GOES TO THE DRIVING RANGE AND SEES THE E SIGNS,
 10:03:27 THAT MEANS WE'RE SENDING OUT THE NOTICE THAT WE'LL HAVE THE
 10:03:31 HEARING IN 14 DAYS AND WE ALSO SENT NOTICE TO PROPERTY
 10:03:34 OWNERS WITHIN 750 FEET WHICH INCLUDES THE BROOKS.
 10:03:37 I TYPICALLY NOTIFY THEIR GENERAL MANAGER, TOO, JUST SO
 10:03:39 PEOPLE WILL KNOW ABOUT THE HEARING COMING UP.
 10:03:43 >>Mayor McLain: THANK YOU.
 10:03:44 ANY OTHER QUESTIONS?
 10:03:46 NONE.
 10:03:47 MADAM CLERK, DO WE HAVE ANYONE SIGNED UP TO SPEAK?
 10:03:51 >>Carol Sacco: WE HAVE NO PUBLIC COMMENT AND NO E-COMMENTS.
 10:03:54 >>Mayor McLain: ALL RIGHT.
 10:03:54 I'D LIKE TO HAVE A MOTION TO PASS THE FIRST READING OF
 10:04:00 ORDINANCE NUMBER 2023-04 AND SET THE SECOND READING FOR JUNE
 10:04:07 21st, 2023.

 10:04:09 DO I HAVE A MOTION TO ACCEPT THAT?
 10:04:11 >>Vice-Mayor Ribble: SO MOVED.
 10:04:12 >>Mayor McLain: VICE-MAYOR RIBBLE.
 10:04:14 SECOND BY COUNCILMEMBER LOPEZ.
 10:04:24 SO RIBBLE AND LOPEZ PASSED THE FIRST READING OF ORDINANCE
 10:04:30 2023 -- WITH SECOND READING ON JUNE 21st, 2023.
 10:04:34 WOULD MADAM CLERK PLEASE CALL THE ROLL?
 10:04:38 >>George Zalucki: AYE.
 10:04:39 >>Jim Ward: AYE.
 10:04:41 >>Rafael Lopez: AYE.
 10:04:43 >>Lori Fayhee: AYE.
 10:04:45 >>Larry Fiesel: AYE.
 10:04:46 >>Vice-Mayor Ribble: AYE.
 10:04:47 >>Mayor McLain: AYE.
 10:04:48 THE NEXT ITEM ON THE AGENDA IS THE FIRST READING -- IS THAT
 10:04:57 THE RIGHT ONE?
 10:04:58 YES.
 10:04:59 THE NEXT ITEM IS THE FIRST READING OF RESOLUTION NUMBER
 10:05:02 2023-11.
 10:05:06 MADAM CLERK, WOULD YOU PLEASE READ THE TITLE OF THIS
 10:05:09 RESOLUTION?
 10:05:12 >>Carol Sacco: RESOLUTION 2023-11, A RESOLUTION OF THE

10:05:15 VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, ADOPTING
 10:05:17 THE CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2023-2024;
 10:05:23 AND PROVIDING AN EFFECTIVE DATE.

10:05:27 >>Mayor McLain: THANK YOU.
 10:05:28 STEVE, WOULD YOU INTRODUCE THIS ITEM?
 10:05:29 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
 10:05:31 THE CAPITAL IMPROVEMENT PROGRAM IS REQUIRED BY STATE STATUTE
 10:05:37 TO BE CONSIDERED BY ALL CITIES AND VILLAGES AND COUNTIES AND
 10:05:43 ADOPTED AS AN ORDINANCE.
 10:05:49 THAT RESOLUTION REQUIRES THEN TWO READINGS.
 10:05:55 AND THIS IS THE FIRST READING THAT COMES TO YOU FOR
 10:06:00 CONSIDERATION.
 10:06:00 YOU'LL RECALL THAT WE HAVE HAD THIS ITEM ON A PREVIOUS
 10:06:04 WORKSHOP WHERE THE CAPITAL IMPROVEMENT PROGRAM WAS
 10:06:08 PRESENTED, AND IT'S ALWAYS A CONTINUATION.
 10:06:13 SO WE DON'T COME UP WITH NEW CAPITAL IMPROVEMENT PROGRAMS.
 10:06:17 IT'S ALWAYS A SLIGHT REFINEMENTS OVER THE PREVIOUS ADDITION.
 10:06:26 THAT WAY OUR CAPITAL IMPROVEMENT SPENDING IS VERY
 10:06:28 PREDICTABLE AND UNDERSTANDABLE BY THE COMMUNITY AND THERE
 10:06:32 ARE NO FAST MOVEMENTS BUT WE JUST CONTINUE ON A VERY
 10:06:35 DELIBERATE PROCESS OF GETTING THINGS DONE FOR THE COMMUNITY.
 10:06:39 THE ITEMS FOR THE CAPITAL IMPROVEMENT PROGRAM DON'T COME
 10:06:44 FROM JUST VARIOUS THOUGHTS THAT COME UP IN THE COMMUNITY.
 10:06:52 THEY ACTUALLY COME FROM AND ARE GENERATED FROM DISCUSSIONS
 10:06:57 WITH THE COMMUNITY RELATED TO OUR MASTER PLANNING PROCESS.
 10:07:01 WE HAVE MASTER PLANS IN EACH OF OUR FUNCTIONAL AREAS OF
 10:07:05 RESPONSIBILITY, AND THOSE PLANS LEAD UP TO VARIOUS PROJECTS
 10:07:10 THAT THEN ARE CONSIDERED BY THE VILLAGE COUNCIL.

10:07:13 WHAT'S BEFORE YOU TODAY IS THE SAME CAPITAL IMPROVEMENT
 10:07:17 PROGRAM THAT WAS PRESENTED AT WORKSHOP.
 10:07:21 DAVID WILLEMS IS HERE IF YOU HAVE ANY QUESTIONS REGARDING
 10:07:25 THIS, BUT WE WOULD PROPOSE THAT IT WOULD COME BACK TO YOU
 10:07:30 FOR SECOND READING ON JUNE 21st AND THEN BE INCORPORATED
 10:07:37 IN OUR BUDGET.
 10:07:38 THE BUDGET ITSELF WILL INCLUDE THE CAPITAL IMPROVEMENT
 10:07:41 PROGRAM AND BE PRESENTED TO YOU ON JULY 5th OR 6th --
 10:07:49 5th, EXCUSE ME.
 10:07:51 AND THEN BE FINALLY ADOPTED IN SEPTEMBER ACCORDING TO STATE
 10:07:56 STATUTE.
 10:07:58 >>Mayor McLain: THANK YOU, STEVE.
 10:07:59 ANY QUESTIONS FROM COUNCIL?
 10:08:05 >>Jim Ward: STEVE OR DAVID, JUST ONE QUESTION ON THE VILLAGE
 10:08:09 TRAFFIC STUDY UPDATE.
 10:08:10 WITH EVERYTHING THAT'S GOING ON IN THE COMMUNITY IN THE NEXT
 10:08:14 FEW YEARS IN TERMS OF DEVELOPMENT, WHAT'S THE SCOPE OF THAT
 10:08:18 STUDY?

10:08:27 >>David Willems: GOOD MORNING.
 10:08:28 SO GENERALLY WHAT THAT STUDY WILL DO IS LOOK AT ALL THE
 10:08:32 ROADWAYS WITHIN ESTERO THAT THE VILLAGE OWNS.
 10:08:35 IT WILL NOT FOCUS ON THE STATE ROADS OR THE COUNTY ROADS
 10:08:38 OTHER THAN WHERE THEY INTERFACE WITH OUR ROADS.
 10:08:42 IT WILL LOOK AT ROAD CAPACITIES AND THEN ALSO INTERSECTIONS.
 10:08:47 KIND OF AN UPDATE OF WHAT THE ORIGINAL PLAN SAID AND THEN

 10:08:51 UPDATE THAT WITH WHAT THE TRAFFIC COUNTS ARE RIGHT NOW.
 10:08:54 SO IT WOULD BE GETTING TRAFFIC COUNTS AND ANALYZING THE
 10:08:58 ROADS AND BASICALLY DETERMINING WHAT IMPROVEMENTS WOULD NEED
 10:09:02 TO BE MADE FOR INTERSECTIONS OR ROAD WIDENING.
 10:09:06 >>Jim Ward: WOULD IT BE MORE SPECIFIC TO AREAS THAT ARE
 10:09:08 GOING TO BE DEVELOPED IN THE NEXT FIVE YEARS OR SO OR GET
 10:09:12 PLANS TO DEVELOP IN THE NEXT FIVE YEARS?
 10:09:15 >>David Willems: THE PLAN WILL INCLUDE THOSE TYPE OF
 10:09:17 PROJECTIONS.
 10:09:19 AS FAR AS HOW WE EXPECT THE VILLAGE TO DEVELOP, BUT IT WON'T
 10:09:22 BE FOCUSED JUST ON THOSE AREAS.
 10:09:24 IT WILL BE FOCUSED ON OTHER AREAS BECAUSE JUST WITH GROWTH,
 10:09:28 YOU KNOW, SOME ROADS MAY NOT ACTUALLY SEE GROWTH ON THE
 10:09:31 ROADWAY ITSELF, BUT PEOPLE ARE GOING FROM ONE PLACE TO THE
 10:09:34 OTHER AND ONE EXAMPLE IS WILLIAMS ROAD.
 10:09:37 EVEN THOUGH THERE HASN'T BEEN A WHOLE LOT OF GROWTH OVER THE
 10:09:40 LAST COUPLE OF YEARS ON WILLIAMS ROAD, THE TRAFFIC INCREASE
 10:09:44 HAS BEEN ONE OF THE HIGHER ONES IN THE VILLAGE BECAUSE OF
 10:09:47 THE CUT-THRU TRAFFIC.
 10:09:49 >>Jim Ward: THANK YOU.
 10:09:50 >>Mayor McLain: DAVID, WHILE YOU'RE UP THERE, WHEN WE CROSS
 10:09:54 INTERSECTIONS THAT ARE NOT PART OF THE VILLAGE ROAD SYSTEM,
 10:09:58 WE IDENTIFY PROBLEMS, HOW DO WE WORK TO SOLVE THOSE KIND OF
 10:10:04 ISSUES?
 10:10:04 DO WE HAVE TO GO TO LEE COUNTY OR F.D.O.T. OR WHATEVER?

 10:10:07 AND ARE THEY COOPERATIVE ONCE WE BRING UP THESE KINDS OF
 10:10:11 ISSUES?
 10:10:11 >>David Willems: I MEAN, IT'S ALWAYS BASED ON FUNDING AND
 10:10:14 THEIR PRIORITIES.
 10:10:15 OBVIOUSLY WITH F.D.O.T. AND THE COUNTY, THE VILLAGE ISN'T
 10:10:18 THE ONLY PRIORITY, AND THEY ACTUALLY HAVE A MATRIX THAT
 10:10:22 DETERMINES KIND OF THE ORDER OF THEIR PROJECTS BASED ON
 10:10:25 WHICH IS CREATING THE WORST PROBLEMS.
 10:10:28 BUT, YEAH, WE WOULD WORK WITH THEM TO SEE WHAT WE CAN DO TO
 10:10:32 GET THOSE MOVED FORWARD.
 10:10:34 ONE WE'RE WORKING ON AND TRYING TO GET MOVED IS THE SECOND
 10:10:37 RIGHT-TURN LANE AT THREE OAKS PARKWAY ON CORKSCREW,
 10:10:41 ESPECIALLY DURING SEASON, THAT CAUSES A LOT OF TRAFFIC
 10:10:44 BACKUPS.

10:10:45 >>Mayor McLain: DOES THAT GO FIRST TO THE MPO AND THEN TO
 10:10:48 THE COUNTIES AND THE LIKE?
 10:10:49 IS THAT THE PROCESS?
 10:10:52 >>David Willems: NOT REALLY I DON'T THINK WITH THE
 10:10:53 INTERSECTION IMPROVEMENTS.
 10:10:55 THE MPO IS MORE THE BIG -- THERE ARE PIECES OF IT, BUT THE
 10:11:00 BIG FEASIBILITY PLAN IS MORE THE BIGGER PROJECTS, LIKE THE
 10:11:03 WIDENING OF CORKSCREW ROAD.
 10:11:06 >>Mayor McLain: OKAY.
 10:11:06 GOOD.
 10:11:07 ANY OTHER QUESTIONS?

 10:11:08 OKAY.
 10:11:09 GOOD.
 10:11:09 THANK YOU, DAVID.
 10:11:10 MADAM CLERK, DO WE HAVE ANYONE TO SPEAK ON THIS ISSUE?
 10:11:14 >>Carol Sacco: MAYOR, WE HAVE NO PUBLIC COMMENT AND NO
 10:11:16 E-COMMENTS.
 10:11:19 >>Mayor McLain: I'D LIKE TO GET A MOTION TO PASS THE FIRST
 10:11:21 READING OF RESOLUTION NUMBER 2023-11 WITH THE SECOND READING
 10:11:28 SCHEDULED FOR JUNE 21st OF 2023.
 10:11:32 COUNCILMEMBER FAYHEE MADE THE MOTION.
 10:11:36 SECONDED BY VICE-MAYOR RIBBLE.
 10:11:42 MADAM CLERK, WOULD YOU PLEASE TAKE THE ROLL.
 10:11:47 >>Larry Fiesel: AYE.
 10:11:49 >>Lori Fayhee: AYE.
 10:11:51 >>Rafael Lopez: AYE.
 10:11:52 >>Jim Ward: AYE.
 10:11:54 >>George Zalucki: AYE.
 10:11:56 >>Vice-Mayor Ribble: AYE.
 10:11:57 >>Mayor McLain: AYE.
 10:11:58 NOW WE OPEN THIS UP TO COMMENTS FROM THE POPULATION THAT
 10:12:05 HAVE NOT BEEN COVERED ON THE AGENDA.
 10:12:08 DO WE HAVE ANYONE SIGNED UP TO SPEAK?
 10:12:09 >>Carol Sacco: WE HAVE NO ONE SIGNED UP TODAY, MAYOR.
 10:12:11 >>Mayor McLain: NO ONE SIGNED UP.
 10:12:13 AT THIS POINT, WE WILL START OFF WITH COUNCIL

 10:12:19 COMMUNICATIONS.
 10:12:21 WHY DON'T WE START OFF WITH COUNCILMEMBER ZALUCKI THIS TIME.
 10:12:25 >>George Zalucki: THANK YOU, MR. MAYOR.
 10:12:26 QUICK UPDATE.
 10:12:27 IT'S BEEN A BUSY COUPLE THREE, FOUR WEEKS.
 10:12:31 I KNOW ALL OF US HAVE BEEN VERY, VERY BUSY.
 10:12:33 ONE EVENT THAT I FAILED TO RECOGNIZE THAT WE ATTENDED WAS ON
 10:12:38 THE 11th OF MAY, THE ALICO ROAD EXTENSION OPEN HOUSE FOR
 10:12:42 LEE COUNTY RESIDENTS TO COME AND EXPLORE WHAT'S GOING TO BE
 10:12:46 HAPPENING WITH THAT ALICO ROAD CONNECTION.

10:12:49 LEARNED A LOT OVER THERE.
 10:12:50 THERE'S GOING TO BE THREE DIFFERENT PHASES, ENVIRONMENTAL
 10:12:53 RESOURCES, RIGHT-OF-WAY DRAINAGE AND UTILITIES WERE ALL
 10:12:57 DISCUSSED WITH ENGINEERS AND STAFF FROM THE COUNTY.
 10:12:59 SO IT WAS A GREAT WAY TO LEARN MORE ABOUT WHAT'S COMING OUR
 10:13:03 WAY.
 10:13:03 WHAT'S EXCITING FOR DISTRICT 7 AND DISTRICT 5 PARTICULARLY
 10:13:07 IS THAT THAT CONNECTION IS GOING TO RELIEVE SOME OF THE
 10:13:11 TRAFFIC HEADING WESTBOUND ON CORKSCREW AND EASTBOUND FROM
 10:13:18 82.
 10:13:19 THAT IS AN EXCITING PROJECT THAT'S ON ITS WAY.
 10:13:21 IF YOU WANT TO LEARN MORE ABOUT IT, YOU CAN VISIT
 10:13:24 ALICOROADEXTENSION.COM.
 10:13:25 OTHER THAN THAT, ATTENDED THE HONOR FLIGHT ON THE 20th OF
 10:13:29 MAY.

10:13:29 RAFAEL, GREAT JOB WITH YOU AND YOUR TEAM AS ALWAYS.
 10:13:32 IT WAS AN HONOR TO BE THERE.
 10:13:34 AND THEN OTHER THAN THAT, JUST MANY OF US, IF NOT ALL OF US,
 10:13:39 ATTENDED THE POST LEGISLATIVE SESSION WRAP-UP MEETING HOSTED
 10:13:43 BY SENATOR PASSIDOMO, AND IT'S EXCITING TO ANNOUNCE MOST OF
 10:13:47 YOU PROBABLY KNOW THAT SOUTHWEST FLORIDA IS GOING TO BE
 10:13:52 GARNERING ABOUT \$5.3 BILLION IN ALLOCATIONS FOR OUR AREA.
 10:13:57 SO THAT'S EXCITING NEWS.
 10:13:59 IT WAS GREAT TO ATTEND THAT EVENT.
 10:14:01 AND THAT'S ALL I HAVE, MR. MAYOR.
 10:14:03 THANK YOU.
 10:14:03 >>Mayor McLain: THANK YOU.
 10:14:05 COUNCILMEMBER WARD.
 10:14:05 >>Jim Ward: THANK YOU.
 10:14:06 A COUPLE OF THINGS.
 10:14:09 WE HAD THE PLEASURE OF GOING TO THE ESTERO CHAMBER OF
 10:14:13 COMMERCE DINNER ON FRIDAY NIGHT.
 10:14:16 IT WAS HELD AT SHADOW WOOD COUNTRY CLUB.
 10:14:19 THEY DID AN OUTSTANDING EVENT FOR US.
 10:14:21 A COUPLE OF HIGHLIGHTS OUT OF THAT, 25th ANNIVERSARY FOR
 10:14:25 THE CHAMBER.
 10:14:27 WENT THROUGH A NUMBER OF DIFFERENT AWARD CEREMONIES,
 10:14:30 INCLUDING THE LEADERSHIP OF ESTERO GRADUATION AND THE AWARDS
 10:14:34 FOR THE VARIOUS INDIVIDUALS THAT EVENING.
 10:14:38 TWO OF THE THINGS THAT WERE PARTICULARLY INTERESTING WAS

10:14:42 THAT KATY ERRINGTON, THE FORMER MAYOR OF ESTERO, WAS
 10:14:46 APPOINTED THE CEO AND PRESIDENT OF THE ESTERO CHAMBER OF
 10:14:49 COMMERCE.
 10:14:52 SO THEY WELCOMED HER ABOARD.
 10:14:54 BILL RIBBLE WAS ALSO NOMINATED AS CHAIR OF THE ESTERO
 10:15:00 CHAMBER OF COMMERCE.

10:15:01 JON, I THINK YOU PROBABLY KNOW WHERE YOU'RE GOING NEXT.
 10:15:04 [LAUGHTER]
 10:15:05 BUT IT REALLY WAS A WONDERFUL EVENT.
 10:15:08 THEY PUT ON A GREAT EVENT FOR US.
 10:15:10 SECONDLY, I WAS INVITED TO VISIT THE VINES TO LOOK AT SOME
 10:15:15 OF THE CONCERNS THAT THEY HAD AS IT RELATES TO THE TRAILS,
 10:15:21 THE RAILROAD TRAIL THAT IS PROPOSED TO GO THROUGH THEIR
 10:15:24 COMMUNITY.
 10:15:25 SO I ACTUALLY DID THAT YESTERDAY.
 10:15:28 THEY TOOK ME THROUGH SOME OF THEIR CONCERNS AND THEY ARE
 10:15:31 SOME REAL CONCERNS THAT THEY HAVE OVER THERE.
 10:15:34 INTERESTING ENOUGH, I HAD PLAYED GOLF THERE EARLIER THIS
 10:15:38 YEAR AND WAS SOMEWHAT AWARE OF THE SITUATION THAT THEY FACE
 10:15:42 IN THAT AREA.
 10:15:43 BUT THIS WAS A LITTLE BIT MORE DETAILED VISIT WHICH GAVE
 10:15:47 THEM AN OPPORTUNITY TO SHARE SOME OF THEIR CONCERNS.
 10:15:50 FINALLY, FRIDAY NIGHT, THIS COMING FRIDAY NIGHT, THERE IS
 10:15:53 THE ESTERO NIGHT AT THE MIGHTY MUSCLES BASEBALL GAME.
 10:15:59 I THINK IT'S HAMMOND STADIUM.

 10:16:01 SOME OF US WILL BE ATTENDING THAT, BUT THAT SHOULD BE A NICE
 10:16:04 EVENT.
 10:16:05 THANK YOU.
 10:16:08 >>Rafael Lopez: I DON'T WANT TO BE REPETITIVE OF EVERYTHING
 10:16:10 EVERYBODY SAID SO FAR.
 10:16:11 I ATTENDED MOST OF THOSE EVENTS.
 10:16:14 BUT I DO WANT TO CONGRATULATE VICE-MAYOR RIBBLE ON HER
 10:16:17 RECOGNITION.
 10:16:20 I KNOW THAT DURING THE LEGISLATIVE SESSION WE DID RECEIVE A
 10:16:23 LOT OF E-MAILS FROM YOU LETTING US KNOW WHAT WAS HAPPENING
 10:16:27 AND WHAT TO GET INVOLVED WITH AND WE APPRECIATE THAT.
 10:16:29 AGAIN, I WANT TO CONGRATULATE KATY ERRINGTON AND BILL
 10:16:32 RIBBLE.
 10:16:36 AGAIN, A LOT OF PEOPLE IN THIS ROOM THAT WERE A PART OF THE
 10:16:40 CHAMBER OF COMMERCE LEADERSHIP ESTERO.
 10:16:44 CONGRATULATIONS.
 10:16:47 IT IS THE FIRST CLASS, CORRECT?
 10:16:49 >> CORRECT.
 10:16:49 >>Rafael Lopez: CONGRATULATIONS TO EVERYBODY.
 10:16:51 I DO HAVE SOMETHING ON MY MIND THAT I WILL NOT BE AT THE
 10:16:56 MEETING ON JULY 5th.
 10:16:58 IT'S NOT GOING TO BE AN EXCUSED ABSENCE.
 10:17:01 I JUST WANTED TO LET THE COUNCIL KNOW.
 10:17:04 I HAVE BASICALLY A FAMILY OBLIGATION THAT I COMMITTED TO
 10:17:08 PRIOR TO MY ELECTION, SO I WILL NOT BE HERE.

 10:17:11 I KNOW MY REASON FOR NOT BEING HERE IS NOT GOING TO BE UNDER
 10:17:14 THE EXCUSED ABSENCES.

10:17:16 I JUST WANTED TO LET THE COUNCIL KNOW THAT.
 10:17:18 >>Mayor McLain: BASED ON THAT STATUS, I DON'T BELIEVE THE
 10:17:21 COUNCIL NEEDS TO TAKE ANY ACTION ON THAT KIND OF ABSENCE.
 10:17:28 >>Robert Eschenfelder: JUST INFORMING HIS COLLEAGUES.
 10:17:30 >>Mayor McLain: GOOD.
 10:17:30 THANK YOU.
 10:17:31 COUNCILMEMBER FAYHEE.
 10:17:34 >>Lori Fayhee: THANK YOU.
 10:17:34 I WON'T REPEAT WHAT EVERYONE ELSE HAS SAID EITHER.
 10:17:37 THEY WERE WONDERFUL EVENTS THIS WEEKEND.
 10:17:39 AND CONGRATULATIONS, CAROL, BEING THE FIRST GRADUATING
 10:17:46 CLASS.
 10:17:47 AND JOANNE, CONGRATULATIONS.
 10:17:49 YOU DID A WONDERFUL JOB ON THAT.
 10:17:50 I ALSO TOURED THE SANCTUARY LAST WEEK, AND IT'S A PROPERTY
 10:17:59 THAT'S GOING TO BE A BEAUTIFUL PARK, AND I DON'T KNOW IF ALL
 10:18:05 OF YOU HAVE BEEN TO SEE THAT. I THINK MOST OF YOU HAVE.
 10:18:10 THAT'S VERY EXCITING TO ME.
 10:18:11 THAT'S ALL I HAVE.
 10:18:12 THANK YOU.
 10:18:13 >>Mayor McLain: THANK YOU.
 10:18:13 COUNCILMEMBER FIESEL.
 10:18:18 >>Larry Fiesel: YES.

 10:18:19 I, TOO, VISITED THE VINES ON MONDAY TO SEE THEIR CONCERNS
 10:18:23 REGARDING THE RAILS TO TRAILS.
 10:18:25 SO I HAVE A GOOD IDEA OF WHAT THEIR CONCERNS ARE AND SOME
 10:18:30 THOUGHTS THAT THEY PRESENTED.
 10:18:32 WE WERE TAKING A TOUR AROUND IN A GOLF CART.
 10:18:35 WE HAD TO STOP FOR A SPRINKLER SYSTEM ON THE NEW GRASSING OF
 10:18:39 THE FAIRWAY, AND IT STOPPED.
 10:18:42 SO I SAID, GREAT, WE MISSED THAT ONE.
 10:18:44 JUST AS I SAID THAT, ANOTHER ONE CAME ON THAT I DIDN'T MISS.
 10:18:49 GOT A LITTLE MORE OF A SHOWER THAN I EXPECTED.
 10:18:52 WE SOMETIMES GET A LITTLE FRUSTRATED BECAUSE WE TALK ABOUT
 10:18:58 PROJECTS AND IT SEEMS LIKE SOMETIMES THEY JUST DON'T EVER
 10:19:03 MATERIALIZE, BUT A COUPLE OF PROJECTS THAT HAVE MATERIALIZED
 10:19:07 THAT I'M REALLY PLEASED TO SEE IS THE HOMES COMMUNITY OVER
 10:19:12 AT THREE OAKS ON WILLIAMS.
 10:19:13 THEY TOOK THE TREES DOWN ON THAT SITE REALLY QUICK.
 10:19:16 I GUESS THEY ARE IN A LITTLE BIT OF A HURRY, BUT IT'S GOOD
 10:19:21 TO SEE SOME OF THE PROJECTS COME TO FRUITION THAT WE TALK
 10:19:24 ABOUT.
 10:19:25 INTERSTATE 75 CORKSCREW LANDSCAPING PROJECT THAT SEEMS LIKE
 10:19:28 WE TALKED ABOUT IT FOREVER IS MOVING ALONG QUITE WELL.
 10:19:34 SO FAR WHAT I'VE SEEN, I THINK WE'RE GOING TO BE HAPPY WITH
 10:19:37 THE FINAL PRODUCT OF THAT LANDSCAPING AND HAPPY TO SEE THAT
 10:19:42 HAPPEN.

10:19:44 AND I'M GOING TO THE SANCTUARY TOMORROW.

10:19:46 SO ANY ADVICE ON WHAT KIND OF CLOTHING TO WEAR AS WE GO
 10:19:50 THROUGH THE TREES.
 10:19:51 >> WALKING SHOES.
 10:19:52 >>Larry Fiesel: FLIP-FLOPS NOT RECOMMENDED.
 10:19:55 >> RIGHT.
 10:19:55 >>Larry Fiesel: THAT'S ALL THAT I HAVE.
 10:19:58 >>Mayor McLain: VICE-MAYOR.
 10:19:58 >>Vice-Mayor Ribble: YEAH.
 10:20:00 IN ADDITION TO WHAT EVERYBODY ELSE SAID, I HAPPEN TO KNOW
 10:20:04 THAT COUNCIL PERSON WARD WAS INSTRUMENTAL IN MAKING THE
 10:20:09 CHAMBER EVENT VERY SUCCESSFUL.
 10:20:11 I JUST WANTED TO SAY KUDOS TO YOU, JIM, YOU DID A GREAT JOB.
 10:20:15 AGAIN, CONGRATULATIONS TO CAROL ON HER LEADERSHIP ESTERO.
 10:20:18 I, TOO, AM VERY, VERY PLEASED TO SEE SOMETHING HAPPENING AT
 10:20:22 THE INTERCHANGE ON 75 AND CORKSCREW, THAT'S LONG IN COMING.
 10:20:27 ANOTHER PROJECT THAT NOW HAS STARTED.
 10:20:31 LASTLY, I TOO WILL NOT BE ABLE TO MAKE ONE OF THE COUNCIL
 10:20:35 MEETINGS.
 10:20:36 I WILL NOT BE AVAILABLE FOR THE NEXT COUNCIL MEETING ON JULY
 10:20:39 21st.
 10:20:40 I HAVE A FAMILY GRADUATION EVENT THAT I HAVE TO ATTEND.
 10:20:44 >> IT'S JUNE 21st.
 10:20:45 >>Vice-Mayor Ribble: WHAT DID I SAY JULY?
 10:20:47 THANK YOU.
 10:20:48 JUNE 21st, THE NEXT MEETING.

10:20:51 THAT'S ALL I HAVE, MR. MAYOR.
 10:20:52 >>Mayor McLain: THANK YOU.
 10:20:52 I THINK JUST LISTENING TO ALL THE COMMENTS AROUND THE DAIS
 10:20:58 HERE, IT'S EVIDENT THAT OUR COUNCIL MEMBERS ARE ACTIVE OUT
 10:21:02 IN THE COMMUNITY AND I THINK THAT'S REALLY ONE OF OUR MAJOR
 10:21:05 RESPONSIBILITIES TO UNDERSTAND WHAT'S GOING ON FROM DISTRICT
 10:21:09 THREE STANDPOINT.
 10:21:12 I'M APPRECIATIVE OF FOLKS GOING TO THE VINES, I THINK
 10:21:14 LISTENING TO THEIR CONCERNS THEY HAVE SO THAT IF THAT
 10:21:20 INITIATIVE GOES FORWARD, WE WILL BE AWARE OF HOW WE CAN
 10:21:24 MAYBE PROTECT THEIR INTERESTS IN THERE IN WHATEVER WAY THAT
 10:21:27 WILL PAN OUT.
 10:21:28 I THINK THAT'S GREAT TO HAVE.
 10:21:31 I WANTED TO TALK A LITTLE BIT ABOUT -- I RECEIVED YESTERDAY
 10:21:37 IN MY BOX AND I THINK ALL THE COUNCIL MEMBERS DID AN ARTICLE
 10:21:42 FROM OUR NEIGHBORS UP IN DUNBAR, AND THEY WERE TALKING
 10:21:47 SPECIFICALLY, KIND OF ABOUT POLITRICKS AND TALKING ABOUT THE
 10:21:54 ALLOCATIONS OF THE BILLION, ONE HUNDRED MILLION DOLLARS
 10:21:58 BEING HEAVILY LOADED TO THE BENEFIT OF BUILDERS AND
 10:22:03 DEVELOPERS BECAUSE THERE'S 700 MILLION OF THAT DOLLARS GOING

10:22:06 INTO THE HOUSING INITIATIVES.
 10:22:08 I JUST WANTED TO MAKE IT CLEAR -- AND, STEVE, YOU CAN
 10:22:11 CORRECT ME IF I'M INCORRECT -- BUT THE ALLOCATION OF THE
 10:22:16 BILLION DOLLARS IS NOT BEING DONE BY LEE COUNTY.
 10:22:18 IT'S ACTUALLY BEEN DONE BY HUD AND IMPOSED ON US TO FILL UP

 10:22:23 EACH OF THE BOXES APPROPRIATELY.
 10:22:26 THERE MAY BE SOME OPPORTUNITIES TO MAYBE MAKE SOME
 10:22:29 ADJUSTMENTS ON THERE, BUT THAT WAS AN ALLOCATION THAT CAME
 10:22:32 DOWN.
 10:22:32 SO I DON'T THINK THERE'S -- CAN BE CONSIDERED A TRICKSTER
 10:22:40 GOING ON TO BENEFIT ONE CLASS OF BUILDERS.
 10:22:43 STEVE, DO YOU HAVE ANY COMMENTS ON THAT AT ALL?
 10:22:44 WE DON'T WANT TO GET INTO TOO MUCH POLITICS.
 10:22:46 I THINK ALL OF US SHOULD BE AWARE THAT THE ALLOCATIONS
 10:22:50 AREN'T BEING DETERMINED BY US.
 10:22:53 THIS IS A LONG PROCESS THAT'S GOING TO TAKE SOME TIME AND
 10:22:58 HOW THAT FINAL ALLOCATION WILL BE DONE IS YET TO BE
 10:23:02 DETERMINED.
 10:23:03 BUT I DON'T KNOW IF THE 700 CAN BE ADJUSTED MUCH ONE WAY OR
 10:23:06 THE OTHER.
 10:23:07 IS THAT QUASI-ACCURATE?
 10:23:09 >>Steven Sarkozy: YES, YOU'RE ACCURATE.
 10:23:11 THOSE FIVE OR SIX CATEGORIES, HOUSING, ECONOMIC DEVELOPMENT,
 10:23:16 INFRASTRUCTURE, ARTS AND CULTURE, JOB CREATION AND SO FORTH,
 10:23:22 THOSE CATEGORIES ARE THE FIVE OR SIX BROAD CATEGORIES AND
 10:23:25 HUD HAS ALLOCATED DOLLARS BY CATEGORY.
 10:23:31 AND THEN WITHIN THOSE CATEGORIES THEN LOCALLY WE AND MAYOR
 10:23:37 McLAIN IS INVOLVED HEAVILY IN THAT PROCESS, AS ARE OTHERS
 10:23:42 OF US.
 10:23:45 BUT WE'LL BE DEVELOPING POLICIES, PRIORITIES, AND THEN

 10:23:48 PROJECTS KIND OF IN THAT ORDER THAT ADDRESS THOSE AREAS.
 10:23:54 SO YOU'RE ACTUALLY CORRECT, VERY CORRECT.
 10:23:56 >>Mayor McLain: SO AS THIS PROCESS MOVES FORWARD IN THE
 10:24:03 EARLY STAGES, THERE'S NOT A WHOLE LOT TO REPORT.
 10:24:06 EVERYBODY CAN GO ON RESILIENT LEE WEBSITE AND KIND OF
 10:24:11 DETERMINE WHAT'S GOING ON.
 10:24:12 BUT I THINK AS THIS MOVES FORWARD HERE IN THE ENSUING
 10:24:15 MONTHS, WE'LL KEEP YOU, COUNCIL MEMBERS INFORMED AND
 10:24:21 OBVIOUSLY OUR PUBLIC AS TO THE STATUS OF WHERE THE DOLLARS
 10:24:25 ARE ACTUALLY GOING TO BE GOING AND THE BENEFITS THAT WE HAVE
 10:24:27 FOR ESTERO IN THERE.
 10:24:29 EVERYBODY ELSE, CAPE CORAL AND FORT MYERS AND LEHIGH ACRES,
 10:24:34 EVERYBODY IS TRYING TO BRING UP AS MANY PROJECTS AS
 10:24:37 POSSIBLE.
 10:24:38 SO HOW IT TURNS OUT IS GOING TO BE -- IT WILL BE
 10:24:41 INTERESTING, BUT I THINK WITH OUR HAGERTY TEAM AND WITH THE

10:24:45 EXPERTS WE HAVE HERE IN THE VILLAGE THAT WE'LL GET A FAIR
 10:24:48 READING AND UNDERSTAND WHAT OUR NEEDS REALLY ARE IN HERE.
 10:24:52 THAT'S ALL MY COMMENTS.
 10:24:57 WE WILL GO TO THE ATTORNEY TO GET ANY COMMENTS HE MAY HAVE.
 10:25:03 >>Robert Eschenfelder: MAYOR AND COUNCIL MEMBERS, MAYOR, AS
 10:25:07 YOU KNOW, A PROCESS SERVER SERVED YOU A LOVELY 100-PAGE
 10:25:12 LAWSUIT TODAY, JUST SO THAT COUNCIL MEMBERS KNOW.
 10:25:16 SUPERIOR LANDSCAPING AND LAWN SERVICES VERSUS VILLAGE OF
 10:25:19 ESTERO.

 10:25:21 THE LAWSUIT RELATES TO THE VILLAGE HAD HIRED SUPERIOR
 10:25:28 LANDSCAPING SOME TIME AGO TO PERFORM LANDSCAPING SERVICES
 10:25:32 FOR OUR MEDIAN PUBLIC AREAS.
 10:25:36 AS DIRECTOR WILLEMS WOULD TESTIFY, THE VILLAGE HAD A VERY
 10:25:40 HARD TIME WITH GETTING THEM TO DO IT SUCCESSFULLY, INSTALLED
 10:25:47 MATERIALS STARTING FAILING.
 10:25:49 BASICALLY AFTER THE VILLAGE TRIED AND TRIED TO GET THEM TO
 10:25:52 COME INTO COMPLIANCE, THE VILLAGE SEPARATED THEIR --
 10:25:55 TERMINATED THEIR CONTRACT AND THEN HAD TO RETAIN OTHER
 10:25:58 SERVICES AND SPEND ADDITIONAL FUNDS.
 10:26:00 SO INSTEAD OF BEING A VENDOR THAT SAYS I GUESS WE SCREWED UP
 10:26:06 AND I GUESS WE WENT AWAY, THEY DOUBLED DOWN AND HIRED MIAMI
 10:26:10 LAWYERS AND ARE SUING US FOR OVER 200,000.
 10:26:13 AND THEY HAVE ALREADY SERVED A 46 CATEGORY PRODUCTION
 10:26:21 REQUEST FOR ME TO RESPOND TO AS WELL.
 10:26:24 IN RETURN, I'LL GO AHEAD AND BE DRAFTING AND FILING AN
 10:26:29 ANSWER.
 10:26:30 IT'S A CONTRACT CLAIM, SO IT'S UNINSURED, SO WE'LL JUST BE
 10:26:34 HANDLING THE DEFENSE IN-HOUSE.
 10:26:36 BUT WITH YOUR BLESSING, I WOULD ALSO LIKE TO FILE A
 10:26:40 COUNTERCLAIM AGAINST THEM BECAUSE WE DO BELIEVE THEY
 10:26:44 BREACHED THEIR CONTRACT.
 10:26:45 WE DID NOT BREACH IT; THEY DID.
 10:26:47 WE BELIEVE THAT BECAUSE OF THEIR BREACH WE SPENT MORE MONEY
 10:26:52 THAN WE OTHERWISE WOULD HAVE.

 10:26:53 UNLESS ANYONE ON COUNCIL OBJECTS, THAT'S GOING TO BE MY
 10:26:56 COURSE OF ACTION FOR A DEFENSE.
 10:26:59 >>Mayor McLain: THANK YOU.
 10:27:00 ANYTHING ELSE?
 10:27:02 >>Robert Eschenfelder: NO.
 10:27:02 THANK YOU.
 10:27:02 >>Mayor McLain: IF NOT, LET'S GO TO THE VILLAGE MANAGER.
 10:27:05 >>Steven Sarkozy: THANK YOU, MAYOR, MEMBERS OF COUNCIL.
 10:27:08 JUST A COUPLE OF QUICK UPDATES.
 10:27:09 FIRST AND FOREMOST, LEADERSHIP ESTERO AND THEIR FIRST CLASS
 10:27:18 WAS ATTENDED BY OUR VILLAGE CLERK, CAROL SACCO.
 10:27:23 AND THIS IS JUST A GREAT EXAMPLE OF CAROL'S LEADERSHIP AND

10:27:27 VISIBILITY OUTSIDE OF THE OFFICE ON TOP OF HER OBVIOUS
 10:27:32 VISIBILITY HERE IN OPERATIONS.
 10:27:35 I'D BE REMISS IF I DIDN'T JOIN THE RANKS AND THE CHORUS OF
 10:27:40 PEOPLE THANKING YOU AND CONGRATULATING YOU FOR YOUR WORK ON
 10:27:43 THAT.
 10:27:44 IT'S VERY MUCH APPRECIATED.
 10:27:46 >>Carol Sacco: THANK YOU.
 10:27:47 >>Steven Sarkozy: JUST TO EMBELLISH ON A COUPLE OF COMMENTS
 10:27:53 MADE, ESTERO ON THE RIVER, WE ARE REMOVING SOME OF THE
 10:27:57 INVASIVES.
 10:27:58 HEAVY CONSTRUCTION WORK REMOVING A LOT OF THE UNDERBRUSH.
 10:28:01 SO YOU'RE GOING TO SEE A BIG DIFFERENCE ON THAT PROPERTY
 10:28:08 WHERE AS IT'S BEEN OVERGROWN, YOU COULDN'T SEE INTO IT.

 10:28:11 IF YOU'RE DRIVING BY ON CORKSCREW OR U.S. 41, YOU CAN NOW
 10:28:14 SEE INTO THE AREA.
 10:28:17 THAT AREA WILL BE ALLOWED TO REGROW, BUT WE'LL BE REMOVING
 10:28:21 THE INVASIVES AS THEY REPOPULATE THE AREA, ALL IN AN EFFORT
 10:28:28 TO CREATE REALLY A NATURAL SETTING.
 10:28:34 SO A LOT OF HEAVY WORK BEING DONE.
 10:28:36 IF YOU DO GO OUT THERE, AND IT'S RECOMMENDED THAT YOU DO,
 10:28:39 JUST BE CAREFUL THAT YOU DON'T GET RUN OVER BY ONE OF THE
 10:28:45 PIECES OF HEAVY EQUIPMENT.
 10:28:46 ALSO REGARDING ESTERO ON THE RIVER, WE'RE IN THE PROCESS OF
 10:28:50 GETTING PERMITS FOR SOME OF THE WORK THAT WE RECEIVE A STATE
 10:28:55 GRANT ON.
 10:28:56 AND MOST IMPORTANTLY, THE BRIDGE THAT IS TO GO OVER THE
 10:28:59 RIVER, WE WERE GOING TO PARK PEOPLE ON THE NORTH SIDE AND
 10:29:03 ALLOW PEOPLE TO WALK IN OVER THE BRIDGE ON THE RIVER INTO
 10:29:06 THE AREA, AND YOU CAN'T JUST BUILD A BRIDGE WHENEVER YOU
 10:29:11 WANT.
 10:29:11 YOU HAVE TO GET THE PROPER PERMITS.
 10:29:14 THAT'S IN PROCESS, AND WE'RE HOPEFUL TO HAVE THAT DONE SOON.
 10:29:20 BUT WE CAN'T MOVE FORWARD UNTIL WE GET THE PERMITS.
 10:29:22 I-75 LANDSCAPING, THIS IS ONE THAT WE HAD BEEN WAITING FOR I
 10:29:28 THINK FIVE YEARS.
 10:29:31 IT'S BEEN AGONIZING, THE WAIT AS LONG AS IT IS.
 10:29:36 BUT WE COULD NOT GET OUR CONTRACTORS AND THE STATE
 10:29:40 CONTRACTORS IN TO DO THE WORK UNTIL THE ROAD WORK WAS DONE

 10:29:46 BECAUSE YOU CAN'T HAVE TWO CONTRACTORS WORKING IN THE SAME
 10:29:51 RIGHT-OF-WAY FOR LIABILITY ISSUES.
 10:29:52 ONCE THE ROAD WAS DONE, NOW THE LANDSCAPING CAN GET DONE.
 10:29:55 THE PUBLIC SHOULD KNOW THAT THIS IS NOT JUST YOUR BASIC
 10:29:57 INTERSECTION IMPROVEMENT.
 10:29:59 WE SUPPLEMENTED THE WORK AND THE DESIGN TEAM ASSIGNED BY THE
 10:30:05 STATE, WE HAD OUR OWN BRUCE HOWARD REVIEW THE PLANS.
 10:30:09 BRUCE HOWARD IS THE LANDSCAPE ARCHITECT THAT'S HELPED US ON

10:30:12 A LOT OF OUR PROJECTS.
 10:30:14 HE'S GOT A LONG RECORD WITHIN THIS REGION DOING SOME OF THE
 10:30:20 MAJOR GATED COMMUNITIES AND REALLY HAS A FLAIR FOR LANDSCAPE
 10:30:25 DESIGN.
 10:30:25 BUT THE FOCUS HERE WILL BE MORE COLOR IN THE LANDSCAPE THAN
 10:30:30 WHAT YOU SEE IN OTHER D.O.T. PROJECTS AT OTHER
 10:30:34 INTERSECTIONS.
 10:30:36 SO THE QUALITY IS STARTING TO SHOW, AND THAT WILL BE
 10:30:42 SOMETHING THAT WE THINK WILL BE A NICE ADDITION TO THE
 10:30:46 COMMUNITY.
 10:30:47 THAT'S IT BASICALLY.
 10:30:50 >>Mayor McLain: THANK YOU.
 10:30:51 I'VE GOT A QUESTION.
 10:30:53 NOW THAT WE'VE GOT THE TRAILS GOING INTO OUR ESTERO RIVER
 10:30:56 PROPERTY, WHAT'S THE STATUS OF US LOOKING AT PUTTING FENCING
 10:31:01 AROUND THERE?
 10:31:07 NOW THAT IT'S GOING TO BE MORE OPEN, I'M A LITTLE CONCERNED

 10:31:11 ABOUT HOW PEOPLE ACCESS THE SITE, WHO IS ACCESSING.
 10:31:16 >>Steven Sarkozy: GREAT QUESTION BECAUSE PART OF THE EFFORT
 10:31:22 AND GRANT PROCESS WAS TO DO A TRAIL AROUND THE SITE, DO THE
 10:31:28 BRIDGE, CREATE A RESTROOM FACILITY AND THEN DO A FENCE
 10:31:36 AROUND THE SITE FOR SECURITY.
 10:31:37 A FENCE SOUNDS VERY EASY, BUT THE TOPOGRAPHY THERE MAKES IT
 10:31:47 VERY DIFFICULT.
 10:31:48 THERE'S NO STRAIGHT STRETCH.
 10:31:50 SO IF YOU LOOK FROM THE BACK OF THE CURB ON CORKSCREW OR 41
 10:31:55 OVER TO OUR SITE, THERE ARE DITCHES.
 10:32:00 THERE ARE UNDULATIONS GOING PARALLEL TO THE ROAD.
 10:32:05 AND MOST IMPORTANTLY WE CAN'T REMOVE THE DITCHES BECAUSE
 10:32:08 THEY ARE PERMITTED BY STATE D.O.T., AND THEN WE HAVE SEVERAL
 10:32:13 LARGE CLUMPS OF TREES RIGHT WHERE WE SHOULD PUT THE FENCE.
 10:32:18 SO WE'VE GOT TO FIGURE THAT ONE OUT YET.
 10:32:21 I DON'T HAVE A SOLUTION.
 10:32:25 I KNOW DAVID IS VERY FRUSTRATED.
 10:32:27 I KNOW OUR CONTRACTORS HAVE BEEN FRUSTRATED.
 10:32:29 WHAT WE MAY END UP HAVING TO DO IS CREATE FENCES THAT ARE
 10:32:38 NOT CONTINUOUS BUT ACCESS AND THE GAPS MIGHT BE WITH HEAVY
 10:32:43 LANDSCAPING OR SABAL PALMS OR SOMETHING LIKE THAT THAT ARE
 10:32:53 SECURE AND NOBODY CAN GET THROUGH THOSE ANYWAY ONCE THEY
 10:32:57 FILL OUT.
 10:32:58 BUT WE DON'T HAVE A GOOD SOLUTION ON THAT.
 10:33:00 WANT TO SHARE ANY FRUSTRATIONS?

 10:33:09 >>David Willems: GOOD MORNING.
 10:33:10 YEAH, I THINK THAT'S A VERY GOOD DESCRIPTION.
 10:33:13 IT'S JUST A LOT OF ON THE GROUND DETAILED WORK THAT IT'S
 10:33:18 GOING TO TAKE TO DO THAT AND TAKE A LOT OF TIME.

10:33:20 ONE THING THAT DOES HELP US IS NOW THE EXOTICS ARE BEING
 10:33:23 REMOVED, IT'S A LOT EASIER TO ACTUALLY SEE THAT.
 10:33:27 BEFORE, IT WAS REALLY EVEN HARD TO SEE WHICH TREES WE WOULD
 10:33:30 BE IMPACTING BY THE FENCE BECAUSE THERE WAS SO MUCH
 10:33:34 UNDERGROWTH THAT WAS EXOTIC, THAT WAS ESPECIALLY APPARENT AT
 10:33:36 THE INTERSECTION OF CORKSCREW AND 41.
 10:33:40 IF YOU GO OUT THERE NOW, WE COULD PROBABLY WORK -- YOU'D
 10:33:45 ALMOST HAVE TO BE OUT IN THE FIELD SAYING WE WANT A POST
 10:33:48 HERE, A POST HERE, A POST HERE.
 10:33:50 IT IS A LOT OF DETAILED WORK TO GET IT TO FUNCTION.
 10:33:53 ONE OF THE OTHER COMPLEXITIES IS THAT WHEN YOU'RE UP AT THE
 10:33:56 RIVER OR BY THE RAILROAD TRACKS, OUR PROPERTY ELEVATION AND
 10:34:00 THE ROADWAY ELEVATION IS ACTUALLY VERY CLOSE TO THE SAME.
 10:34:03 SO IF YOU PUT A FENCE UP, IT'S BASICALLY AT ROAD LEVEL.
 10:34:07 ONCE YOU GET TO CORKSCREW ROAD AND U.S. 41, OUR PROPERTY IS
 10:34:11 FIVE TO SIX FEET LOWER THAN THE ROAD.
 10:34:14 SO IF YOU PUT IN A FENCE, SIX-FOOT FENCE, YOU WOULD BE
 10:34:18 LOOKING OVER THE TOP OF IT.
 10:34:20 IT'S REAL ODD HOW IT WOULD LOOK AND WE'RE TRYING TO WORK
 10:34:25 THROUGH THAT.
 10:34:25 >>Mayor McLain: ANY KIND OF A TIMETABLE?

 10:34:28 YOU'RE GOING TO CLEAR IT.
 10:34:30 I'D LIKE TO SEE US GET THE FENCING UP AT A REASONABLE PERIOD
 10:34:34 OF TIME AFTER YOU GET IT CLEARED AND FIGURE OUT A PLAN.
 10:34:37 I KNOW IF WE CAN -- MAYBE SOME UPDATES HERE IN THE NEXT 60
 10:34:42 DAYS, GIVE AN UPDATE AS TO WHAT WE CAN DO.
 10:34:44 >>David Willems: IF THAT IS A PRIORITY, WE CAN GET SOMEBODY
 10:34:47 TO START STAKING IT AND FIGURE OUT HOW TO DO IT.
 10:34:50 IT WILL TAKE TIME TO COME UP WITH SOMETHING THAT WILL
 10:34:53 ACTUALLY WORK AND WANT TO MAKE SURE THAT COUNCIL UNDERSTANDS
 10:34:56 WHAT THAT'S GOING TO LOOK LIKE.
 10:34:58 A SIMILAR FENCE TO WHAT WE'RE TRYING TO DO IS UP AT USF.
 10:35:01 AND USF IS GOING TO LOOK DIFFERENT THAN WHAT IT IS HERE.
 10:35:04 >>Mayor McLain: WHY DON'T WE PUT IT IN FOR A WORKSHOP ITEM
 10:35:08 UPDATE OR PART OF THE REGULAR MEETING HERE SOMETIME IN THE
 10:35:11 NEAR FUTURE.
 10:35:11 AND THEN THE COUNCIL THEN CAN MAKE A DECISION AS TO THE
 10:35:17 PRIORITY THAT THEY WANT TO ESTABLISH FOR IT.
 10:35:20 I GET ONE VOTE ONLY, SO I THINK IT'S BETTER THAT WE GET IT
 10:35:24 BACK ON THE AGENDA TO TALK ABOUT IT.
 10:35:25 >>David Willems: SOUNDS GOOD.
 10:35:26 >>Mayor McLain: THANK YOU.
 10:35:27 ANY OTHER COMMENTS?
 10:35:30 IF NOT --
 10:35:32 >>Jim Ward: YES.
 10:35:33 I WANTED TO FOLLOW UP ON A COMMENT THAT COUNCILMAN FIESEL

10:35:37 HAD MADE RELATIVE TO SOME OF THE DEVELOPMENTS THAT WE'VE
 10:35:42 SEEN.
 10:35:42 A FEW MONTHS AGO, WE APPROVED A DEVELOPMENT ON THE CORNER OF
 10:35:46 THREE OAKS AND WILLIAMS.
 10:35:50 AND I THINK THERE'S ABOUT 45, 50 TOWNHOMES GOING IN THERE.
 10:35:57 THEY HAVE CLEAR CUT THAT LAND NOW.
 10:36:00 AND THEY HAVE CLEAR CUT IT IN A WAY SUCH THAT THE SIGHT
 10:36:05 LINES TO THE COMMUNITY IN THE BACK OF THAT PROJECT ARE WIDE
 10:36:08 OPEN.
 10:36:09 AS I DRIVE BY THERE VERY OFTEN, IT JUST OCCURRED TO ME THAT
 10:36:13 AS A COUNCIL WE PROBABLY SHOULD BE MORE AWARE OF WHAT
 10:36:18 HAPPENS WHEN THE PROJECT IS -- THE LANDSCAPING IS CLEAR-CUT
 10:36:22 AND THE IMPACT IT'S GOING TO HAVE ON NEIGHBORHOODS
 10:36:25 SURROUNDING IT.
 10:36:26 I'M ALSO THINKING OF COLONNADE AS A GOOD EXAMPLE AS WELL.
 10:36:30 THAT WAS CLEAR-CUT PROBABLY ALMOST TEN YEARS AGO NOW.
 10:36:36 AND CONSEQUENTLY THERE'S BEEN NO DEVELOPMENT ON IT AND THE
 10:36:40 NEIGHBORHOOD THAT IS IN BACK OF IT HAS HAD TO ENDURE WITH
 10:36:44 THAT CLEAR-CUT SITUATION FOR A NUMBER OF YEARS.
 10:36:47 I'M NOT QUITE SURE WHAT THE ANSWER TO IT IS, BUT I THINK WE
 10:36:51 NEED TO REALLY THINK ABOUT WHEN WE APPROVE A PROJECT LIKE
 10:36:54 THAT WHAT THE IMPACT OF CLEAR-CUTTING THE LAND IS GOING TO
 10:36:59 HAVE ON OTHER COMMUNITIES AND HOW LONG IT'S GOING TO BE
 10:37:02 CLEAR CUT WITHOUT SOME SORT OF A BUFFER BEING PRESENTED TO
 10:37:09 PROVIDE FOR SOME SECURITY AND THE ABILITY FOR THE NEIGHBORS

 10:37:15 NOT TO SEE THREE OAKS AS AN EXAMPLE.
 10:37:22 >>Vice-Mayor Ribble: I'M SORRY MARY ISN'T HERE ANY LONGER.
 10:37:26 WHEN THAT PROPOSAL CAME TO US ON THE SITE PLAN, I THINK THEY
 10:37:30 ALLOWED FOR -- THEY MAY HAVE REMOVED THE BUFFER NOW, BUT
 10:37:33 THEY INTEND TO PUT A BUFFER BACK IN BECAUSE THOSE RESIDENTS
 10:37:38 BEHIND THERE WERE CONCERNED AND WERE CONSULTED AND WERE
 10:37:41 ASSURED THAT THE BUFFER -- A BUFFER WILL BE MAINTAINED.
 10:37:46 JIM, I BELIEVE, IN TIME IT WILL BE THERE.
 10:37:50 >>Mayor McLain: YEAH, THE GOOD NEWS ON THAT IS HORTON IS
 10:37:54 BUILDING THAT.
 10:37:55 THAT WAS A VERY QUICK DEVELOPMENT ORDER AND CLEAR CUT.
 10:37:59 SO I WOULD IMAGINE WITHIN WEEKS THEY ARE GOING TO HAVE A
 10:38:04 BERM UP THERE AND TREES COMING IN, BUT THAT'S A GOOD
 10:38:08 PROCESS.
 10:38:09 UNFORTUNATELY, THE OTHER EXAMPLE USED IS A BAD.
 10:38:14 SO I DO THINK WE HAVE TO LOOK AT THAT IN THE FUTURE WHEN WE
 10:38:17 TRY TO IMPROVE THOSE THINGS.
 10:38:19 IF YOU CLEAR CUT, HOPEFULLY THERE IS A PLAN WITHIN WEEKS AND
 10:38:25 MONTHS THAT YOU'LL BE ABLE TO PROTECT THE NEIGHBORHOODS IN
 10:38:29 THERE.
 10:38:30 AS WE GET THOSE COMING BEFORE US, I THINK THAT IS A GOOD
 10:38:33 ITEM FOR US TO BE DISCUSSING.

10:38:36 IT'S GOOD.
 10:38:36 SO NO OTHER COMMENTS, I WILL ADJOURN THE REGULAR SESSION AND
 10:38:40 WE WILL CONVENE A WORKSHOP.

 10:38:43 WE'VE GOT TWO ITEMS ON THE WORKSHOP.
 10:38:49 I'M NOT SURE, MADAM CLERK, IS THE STATE LEGISLATIVE SESSION,
 10:38:54 ARE THEY AVAILABLE NOW?
 10:38:57 >>Carol Sacco: THEY ARE AVAILABLE AT 11 A.M.
 10:38:59 IF WE CAN BRING 13-B UP.
 10:39:01 THEY ARE AVAILABLE AT 11 A.M.
 10:39:03 >>Mayor McLain: OKAY.
 10:39:04 WHAT WE WILL DO IS WE'VE GOT TWO ITEMS.
 10:39:09 WHY DON'T WE START THE WORKSHOP AS IT RELATES TO THE
 10:39:11 ENTERPRISE RESOURCING ERP SOLUTION UPDATE.
 10:39:16 MAYBE WE'LL HAVE STEVE UPDATE US ON WHAT THAT IS ALL ABOUT.
 10:39:20 >>Steven Sarkozy: GREAT.
 10:39:21 THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
 10:39:23 THE DISCUSSION HERE ON ITEM 2 IN OUR WORKSHOP AGENDA IS A
 10:39:31 PROPOSAL IS TO UPGRADE OUR FINANCIAL INFRASTRUCTURE SYSTEM
 10:39:41 WITH A NEW SET OF SOFTWARE.
 10:39:44 THIS IS A BIG PROJECT FOR US.
 10:39:46 IT'S VERY SIMILAR TO THE PROJECT ALREADY UNDERWAY REGARDING
 10:39:51 OUR PERMITTING PROCESS.
 10:39:53 BUT SINCE OUR INCORPORATION, WE'VE BEEN USING A VERY OLD
 10:39:59 FINANCIAL SOFTWARE SYSTEM THAT HAS NOT PROVIDED THE KIND OF
 10:40:04 FINANCIAL REPORTING AND UPDATES THAT WE REALLY NEED TO BE
 10:40:08 EFFECTIVE AS AN ORGANIZATION.
 10:40:12 SO THIS IS A BIG STEP.
 10:40:15 IT'S A TRANSITION TO ONE OF THE BEST OF BREED TYPES OF

 10:40:21 SOFTWARE SYSTEMS.
 10:40:22 WHAT I WOULD LIKE TO DO IS INTRODUCE KEVIN GREENVILLE, OUR
 10:40:26 FINANCE DIRECTOR, TO COME FORWARD AND WALK THROUGH THE
 10:40:29 PRESENTATION HERE.
 10:40:29 AND THE RECOMMENDATION FOR THIS PURCHASE.
 10:40:38 THIS WOULD BE ABOUT A 12 TO 18 MONTH PROJECT, POSSIBLY
 10:40:42 LONGER, AND WOULD BE A MAJOR INTERNAL EFFORT BY THE VILLAGE
 10:40:46 TO UPGRADE OUR SYSTEMS.
 10:40:47 WITH THAT, KEVIN, GOOD MORNING.
 10:40:51 >>Kevin Greenville: THANK YOU, STEVE.
 10:40:53 GOOD MORNING, MAYOR AND COUNCIL.
 10:40:54 I'M VERY EXCITED TO BRING FORWARD TO YOU THIS MORNING A
 10:40:59 SOLUTION FOR OUR ACCOUNTING SOFTWARE.
 10:41:03 WE CURRENTLY USE SAGE 50.
 10:41:06 SAGE 50 IS A GOOD ACCOUNTING SOFTWARE FOR WHAT IT'S DESIGNED
 10:41:10 TO DO, JUST LIKE QUICK BOOKS IS A GOOD ACCOUNTING SOFTWARE,
 10:41:14 BUT THEY ARE NOT DESIGNED FOR A GOVERNMENT THAT DOES FUND
 10:41:18 ACCOUNTING AND FOR AN ORGANIZATION WITH OUR COMPLEXITY.

10:41:21 STAFF RESEARCHED SEVERAL OPTIONS FOR AN UPGRADE.
 10:41:27 I DON'T REALLY LIKE TO CALL MUNIS, WHICH IS OUR PROPOSED
 10:41:32 SOLUTION AND ACCOUNTING SOFTWARE, IT'S MORE OF AN ENTERPRISE
 10:41:35 PLANNING SOLUTION BECAUSE IT DOES DO MORE THAN JUST
 10:41:37 ACCOUNTING FOR US.
 10:41:39 JUST A LITTLE BACKGROUND, TYLER TECHNOLOGIES IS THE PROVIDER
 10:41:42 OF MUNIS.

10:41:44 TYLER TECHNOLOGIES IS A STANDARD & POOR'S COMPANY.
 10:41:48 THEY ARE A VERY LARGE ORGANIZATION COUNTRYWIDE, AND THEY
 10:41:54 SPECIFICALLY FOCUS ON SOLUTIONS FOR GOVERNMENTS, FOR SCHOOL
 10:41:57 BOARDS.
 10:41:57 RIGHT NOW CURRENTLY THEY ARE WITH 419 MUNICIPALITIES IN
 10:42:04 FLORIDA, AND THAT NUMBER IS GROWING.
 10:42:06 I THINK THEY ARE DOING TEN MORE IMPLEMENTATIONS THEY ARE
 10:42:09 WORKING ON RIGHT NOW.
 10:42:10 WITH MUNIS, THE NICE THING ABOUT IT IS THAT THEY DON'T JUST
 10:42:15 SELL ONE SIZE FITS ALL TO EACH GOVERNMENT.
 10:42:18 THEY ARE ABLE TO OFFER INDIVIDUALIZED SOLUTIONS TO
 10:42:22 GOVERNMENTS.
 10:42:23 THEIR PROPOSAL TO US WOULD INCLUDE AN ACCOUNTING SOFTWARE,
 10:42:29 AN ACCOUNTS PAYABLE, A FIXED ASSETS, BUDGETING, CAPITAL
 10:42:34 ASSETS, CASH MANAGEMENT, CONTRACT MANAGEMENT, PROJECT
 10:42:38 ACCOUNTING, GRANT ACCOUNTING, ACCOUNTS RECEIVABLE,
 10:42:42 CASHIERING, GENERAL BILLING, AND TYLER CONTENT MANAGER WHICH
 10:42:47 IS SORT OF THEIR WAY OF US RETAINING ALL OF OUR DOCUMENTS.
 10:42:52 NICE THING ABOUT IT IS WE'D BE ABLE TO GO FULLY ELECTRONIC
 10:42:57 WITH ROUTING INVOICES FOR APPROVAL AND WITH DOCUMENT
 10:43:01 RETENTION.
 10:43:02 STEVE, I THINK, GAVE A MORE REALISTIC VIEW OF HOW LONG THE
 10:43:08 IMPLEMENTATION WOULD TAKE.
 10:43:09 THEY SAID NINE MONTHS, BUT I THINK IT WOULD PROBABLY BE A
 10:43:12 YEAR PLUS.

10:43:13 WE WILL TRY TO DO IT AS QUICKLY AS POSSIBLE AND AS
 10:43:17 EFFICIENTLY AS POSSIBLE.
 10:43:18 THE TOTAL COST FOR THE PROPOSAL IS \$269,489.
 10:43:25 YOU'LL NOTICE, IF YOU LOOK AT THE SLIDES, WHICH I DID NOT
 10:43:30 PLAN TO GO THROUGH UNLESS COUNCIL WOULD LIKE, THAT WAS
 10:43:32 PROVIDED BY TYLER TECHNOLOGIES.
 10:43:35 THE COST PROPOSAL WITHIN THAT SLIDE IS A LITTLE BIT MORE
 10:43:38 THAN THE QUOTE THAT IS ATTACHED.
 10:43:41 WE'VE BEEN ABLE TO NEGOTIATE A LITTLE BIT MORE OFF OF THE
 10:43:45 PRICE AND ACTUALLY THE QUOTE THAT'S ATTACHED TO THE AGENDA
 10:43:49 WE'VE BEEN ABLE TO REDUCE THAT A LITTLE BIT MORE.
 10:43:51 AND WITH COMMENTS FROM THE VILLAGE ATTORNEY, WE'RE ACTUALLY
 10:43:54 WORKING ON TRY TO REDUCE THAT PRICE A LITTLE BIT MORE.
 10:43:57 SO WE WILL HAVE THE FINAL PRICE TO YOU.

10:43:59 IT'S GOING TO GO DOWN, NOT UP.
 10:44:01 THAT COST IS NOT INCLUSIVE OF TRAVEL TIME.
 10:44:05 THERE WILL BE SOME TRAVEL TIME FOR THEM TO COME ON-SITE AND
 10:44:08 DO SOME IMPLEMENTATION WORK.
 10:44:10 JUST FOR A RETURN ON INVESTMENT WITH THIS MONEY, I THINK IT
 10:44:16 REALLY WILL BE WORTH IT.
 10:44:18 IT WILL ALLOW US TO AUTOMATE TASKS, ALLOW US TO FREE UP
 10:44:21 STUFF.
 10:44:22 ALLOW ME TO PROVIDE MORE TIMELY AND ACCURATE INFORMATION TO
 10:44:26 CAROL, TO STEVE, TO DAVID, TO MARY, AND TO COUNCIL.
 10:44:31 IT REALLY IS OUR CURRENT ACCOUNTING SOFTWARE.

10:44:33 IT'S VERY TIME-CONSUMING JUST TO DO SIMPLE TASKS SOMETIMES.
 10:44:37 SO WITH THAT, I OPEN IT UP TO ANY QUESTIONS FOR MAYOR AND
 10:44:43 COUNCIL.
 10:44:43 >>Mayor McLain: ANY QUESTIONS?
 10:44:44 YES.
 10:44:46 >>Lori Fayhee: ARE THE SOFTWARE UPDATES INCLUDED IN THIS?
 10:44:50 GOING FORWARD?
 10:44:51 >>Kevin Greenville: SO THE PRICE IS BROKEN DOWN.
 10:44:54 SO IT'S A ONE-TIME FEE OF \$136,940.
 10:44:58 IT'S ALSO INCLUDED IN THERE IS \$132,549, AND THAT IS GOING
 10:45:05 TO BE YEARS ONE THROUGH THREE OF THEIR ANNUAL FEES, WHICH
 10:45:08 THEY ARE GOING TO BE HOSTING THIS ON THE CLOUD FOR US.
 10:45:11 IT WON'T BE ON OUR SERVERS.
 10:45:13 AND THAT INCLUDES CUSTOMER SERVICE, MAINTENANCE, AND
 10:45:15 UPGRADES TO IT AS WELL.
 10:45:17 I'VE WORKED IN THE PAST WITH TYLER, WITH ENCODE 9, NOT WITH
 10:45:22 MUNIS, AND MY EXPERIENCE WITH THEM IS THEY HAVE REALLY
 10:45:26 EXCELLENT CUSTOMER SUPPORT.
 10:45:27 VERY HELPFUL.
 10:45:28 >>Lori Fayhee: GREAT.
 10:45:29 THAT HELPS.
 10:45:30 MY OTHER QUESTION IS, HAVE YOU BEEN ABLE TO SEE HOW USER
 10:45:35 FRIENDLY IT IS?
 10:45:36 AND IS THERE -- WILL WE BE ABLE TO SEE THAT TOO BEFORE THE
 10:45:42 IMPLEMENTATION?

10:45:43 >>Kevin Greenville: THEY CAME ON-SITE -- WELL, THEY DIDN'T
 10:45:46 COME ON-SITE.
 10:45:46 THEY DID IT VIRTUALLY.
 10:45:48 THEY DID AN ON-SITE DEMONSTRATION FOR STAFF, SO WE DID WALK
 10:45:53 THROUGH ALL THEIR FUNCTIONALITIES, AND THAT'S REALLY WHERE
 10:45:56 WE WERE ABLE TO PINPOINT WHAT WE NEED FOR THE SOLUTION.
 10:46:01 I WILL REACH OUT TO OUR REP THAT WE'VE BEEN WORKING WITH AND
 10:46:05 SEE IF HE CAN PROVIDE A LITTLE BIT MORE INFORMATION AND I
 10:46:08 CAN SEND THAT OUT TO MAYOR AND COUNCIL.
 10:46:12 >>Lori Fayhee: THANK YOU.

10:46:12 IT'S EXCITING.
 10:46:14 >>Mayor McLain: DOES THIS SOFTWARE NEED TO BE
 10:46:18 DISABILITY-PROOF?
 10:46:18 I KNOW MUNICIPALITIES HAVE GONE THROUGH ISSUES OF BEING SUED
 10:46:24 BECAUSE THEY DON'T HAVE ACCESS FOR DISABILITIES.
 10:46:28 THE ACCOUNTING SOFTWARE, DOES THAT FIT INTO THAT?
 10:46:30 IF IT DOES, ARE WE COVERED ON THAT?
 10:46:33 >>Kevin Greenville: THIS SOLUTION RIGHT NOW IS GOING TO BE
 10:46:35 ALL IN-HOUSE.
 10:46:37 I DON'T THINK TYLER IS GOING TO BE DOING ANYTHING ON OUR
 10:46:40 WEBSITE YET.
 10:46:41 SO WE WILL MAKE SURE ANY PUBLIC-FACING INFORMATION AND
 10:46:46 PORTALS IS IN COMPLIANCE WITH ADA.
 10:46:49 >>Mayor McLain: JIM WARD.
 10:46:50 >>Jim Ward: KEVIN, I'VE BEEN THROUGH A NUMBER OF SOFTWARE

 10:46:54 UPGRADES OVER MY PROFESSIONAL CAREER.
 10:46:58 IF MURPHY'S LAW HAS AN OPPORTUNITY, IT WILL STRIKE.
 10:47:02 DO THEY HAVE LOCAL USER GROUPS?
 10:47:04 I NOTICED THAT THERE IS A SIGNIFICANT AMOUNT OF USAGE WITHIN
 10:47:09 THE SOUTHWEST FLORIDA AREA.
 10:47:11 DO THEY HAVE USER GROUPS THAT PEOPLE PARTICIPATE IN?
 10:47:15 >>Kevin Greenville: NOT AWARE OF THAT.
 10:47:21 I CAN CHECK ON THE INFORMATION.
 10:47:23 >>Jim Ward: THEY ARE TYPICALLY USEFUL BECAUSE IT GIVES THE
 10:47:26 USERS AN OPPORTUNITY OR FORUM TO GET TOGETHER AND DISCUSS
 10:47:28 COMMON ISSUES AND THEN THEY CAN BRING THEM BACK TO TYLER FOR
 10:47:32 RESOLUTION.
 10:47:32 THAT WORKS VERY WELL.
 10:47:35 A GOOD POINT BY LORI ABOUT THE UPDATES BECAUSE THOSE ARE
 10:47:42 IMPORTANT AS WELL.
 10:47:42 >>Kevin Greenville: ABSOLUTELY.
 10:47:43 IF I COULD JUST ADD, WE DID NOT PUT THIS OUT TO BID.
 10:47:49 WE MADE A BUSINESS DECISION TO IDENTIFY THE SOLUTION, AND WE
 10:47:54 ARE PROCURING IT THROUGH SOURCEWELL, WHICH IS A NATIONWIDE
 10:47:58 PROCUREMENT COLLABORATORY.
 10:48:03 THEY BID OUT ITEMS AND THEY ALLOW GOVERNMENTS TO PIGGYBACK
 10:48:06 ON THEM.
 10:48:07 THE OTHER POINT I WOULD LIKE TO MAKE IS THIS WILL INTEGRATE
 10:48:10 WITH CITY VIEW, THE PERMITTING SOFTWARE WE'RE DOING AS WELL.
 10:48:14 SO THEY WILL BE ABLE TO INTEGRATE.

 10:48:16 >>Mayor McLain: STEVE, WE'RE IN A WORKSHOP NOW.
 10:48:19 DO WE BRING THIS BEFORE COUNCIL FOR APPROVAL OR IS THE
 10:48:22 DOLLAR AMOUNT SUCH THAT WE DON'T NEED COUNCIL APPROVAL, PER
 10:48:27 SE?
 10:48:30 >>Steven Sarkozy: I THINK WE DO NEED TO BRING IT BACK
 10:48:32 PROBABLY.

10:48:32 >>Kevin Greenville: THE PLAN WAS TO BRING THIS AS A
 10:48:34 RESOLUTION TO YOU AT THE NEXT COUNCIL MEETING FOR APPROVAL
 10:48:36 ON JUNE 21st.
 10:48:39 >>Steven Sarkozy: IT'S NOT A BID.
 10:48:41 WHEN WE DO PIGGYBACKING, IT'S ALLOWED UNDER STATE STATUTE AS
 10:48:45 AN APPROVED PURCHASING PRACTICE.
 10:48:48 AND WE'LL USE THE SOURCES THAT KEVIN HAS MENTIONED, BECAUSE
 10:48:55 OF THE SIZE, IT DOES REQUIRE COUNCIL APPROVAL.
 10:48:58 >>Mayor McLain: GOOD.
 10:48:59 >>Jim Ward: ONE OTHER QUICK QUESTION.
 10:49:01 PRIOR TO ACTUALLY SWITCHING OVER, DO THEY DO REDUNDANT
 10:49:04 SYSTEMS FOR A PERIOD OF TIME?
 10:49:06 >>Kevin Greenville: YES, WE'LL MAKE SURE THAT THAT'S TAKEN
 10:49:09 CARE OF.
 10:49:09 >>George Zalucki: JUST FOR MY CLARIFICATION, IS IT ACCURATE
 10:49:15 TO SAY THAT THE CONTRACT COST IS AROUND \$270,000,
 10:49:19 REOCCURRING COSTS ANNUALLY WOULD BE AROUND 46, 47 THOUSAND,
 10:49:24 IS THAT ACCURATE?
 10:49:24 >>Kevin Greenville: YES.

 10:49:25 ONE-TIME IMPLEMENTATION COST OF APPROXIMATELY 137,000.
 10:49:29 AND THEN ABOUT 44,000 EACH OF YEAR ONE, TWO, AND THREE.
 10:49:33 >>George Zalucki: THAT UPDATES THE SOFTWARE, EVERYTHING LORI
 10:49:37 PRESENTED, THAT'S PART OF THE PACKAGE.
 10:49:38 SUPPORT AND WHATNOT.
 10:49:40 >>Kevin Greenville: YES.
 10:49:40 >>Mayor McLain: WHAT IS THE LIFE SPAN ON SOMETHING LIKE
 10:49:44 THIS?
 10:49:44 I KNOW YOU GET UPDATES?
 10:49:47 HAS THIS SOFTWARE BEEN AROUND SO THAT AFTER FIVE, SIX YEARS
 10:49:50 IT STARTS TO NOT BE SUPPORTED?
 10:49:52 >>Kevin Greenville: MUNIS IS CURRENTLY TYLER'S FLAGSHIP
 10:49:56 PROGRAM.
 10:49:56 THIS IS REALLY THEIR HIGHEST END, THE CADILLAC OF WHAT THEY
 10:50:00 OFFER.
 10:50:00 I KNOW THEIR PREVIOUS SOFTWARES ARE STILL IN USE.
 10:50:03 ENCODE 10 LIKE I MENTIONED EARLIER, THAT'S BEEN AROUND I
 10:50:06 THINK FOR A DECADE PLUS.
 10:50:09 SO I THINK THIS WILL BE AROUND AND TYLER WILL KEEP UPDATING
 10:50:15 IT FOR A VERY LONG TIME.
 10:50:17 SO I WOULD PUT IT AS A TEN-YEAR MINIMUM OF USEFULNESS.
 10:50:23 >>Mayor McLain: ANY OTHER QUESTIONS?
 10:50:23 THANK YOU.
 10:50:28 THANK YOU, KEVIN.
 10:50:29 THANK YOU, STEVE.

 10:50:30 MADAM CLERK, WE'VE GOT TEN MINUTES BEFORE 11.
 10:50:35 WE COULD TAKE A BREAK FOR TEN MINUTES.

10:50:37 >>Carol Sacco: ACTUALLY, I JUST GOT AN E-MAIL FROM RENA
 10:50:40 BROWN AND SHE'S ASKING IF THEY CAN JOIN AT 11:30 BECAUSE RON
 10:50:44 IS RUNNING BEHIND.
 10:50:47 >>Mayor McLain: 11:30.
 10:50:48 COUNCIL GOOD WITH THAT?
 10:50:50 THAT'S ABOUT A 40-MINUTE BREAK.
 10:50:55 IT'S A LONG BREAK.
 10:50:56 I THINK IT WOULD BE GOOD TO HAVE THE UPDATE FROM THEM.
 10:51:03 WHAT'S YOUR RECOMMENDATION, STEVE?
 10:51:05 >>Steven Sarkozy: THAT'S A LONG BREAK.
 10:51:07 >>Mayor McLain: IT IS A LONG BREAK.
 10:51:08 CAN THEY COME BACK ON THE 21st?
 10:51:13 >>Carol Sacco: I CAN CHECK WITH THEM.
 10:51:14 WE DO HAVE REPRESENTATIVE ADAM BOTANA COMING ON THE 21st.
 10:51:21 >>Mayor McLain: ON THE 21st.
 10:51:22 WHAT'S COUNCIL -- DO THEY WANT TO HANG AROUND FOR 40
 10:51:30 MINUTES?
 10:51:31 IT'S A PRETTY LONG BREAK.
 10:51:33 I WOULD RECOMMEND WE TRY TO FIT IT IN A LATER DATE OR MAYBE
 10:51:36 THEY CAN GET US SOME COMMUNICATIONS WRITTEN THAT IS TALKING
 10:51:41 ABOUT WHAT THE INITIATIVES ARE IN PLAIN ENGLISH.
 10:51:47 >>Carol Sacco: I'M GOING TO E-MAIL REAL QUICK.
 10:51:48 SHE ANSWERS RIGHT BACK.

 10:51:53 >>Steven Sarkozy: GIVE US FIVE MINUTES TO MAKE A CONTACT TO
 10:51:55 SEE --
 10:51:56 >>Mayor McLain: LET'S TAKE A NINE-MINUTE BREAK.
 10:51:59 WE'LL BE BACK AT 11:00 AND MAKE A DETERMINATION IF WE'RE
 10:52:02 GOING TO WAIT OR NOT.
 10:52:03 WE'LL TAKE A QUICK BREAK.
 10:52:09 [BREAK]
 11:03:19 >> HELLO, CAN EVERYBODY HEAR ME IN ZOOM?
 11:03:22 >> YES, WE CAN.
 11:03:24 >> OKAY.
 11:03:24 WE'RE GOING TO START IN A FEW MINUTES.
 11:03:40 >>Mayor McLain: CAN YOU HEAR ME ALL RIGHT?
 11:03:41 OKAY.
 11:03:43 GOOD.
 11:03:43 THIS FIRST WORKSHOP, ITEM NUMBER 13, RELATES TO THE STATE
 11:03:49 LEGISLATIVE SESSION AND APPROPRIATIONS UPDATE.
 11:03:53 PRETTY COMPLEX, BUT WE'LL LET STEVE INTRODUCE THIS ITEM AND
 11:04:00 WE'LL GO FROM THERE.
 11:04:02 STEVE, I JUST INTRODUCED YOU TO INTRODUCE THIS ITEM.
 11:04:05 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
 11:04:07 THE INTEREST HERE IS TO INTRODUCE TO YOU AND THE COMMUNITY
 11:04:13 AGAIN OUR LOBBYISTS WHO HAVE BEEN VERY EFFECTIVE
 11:04:17 REPRESENTING THE VILLAGE OF ESTERO IN TALLAHASSEE.
 11:04:21 I'M NOT SURE WHO WE HAVE ON THE LINE.

11:04:25 LINA, BOB MILLER, BROWN, GABBY, AND ALSO RON BOOK WHO I

11:04:32 THINK IS CALLING IN FROM HIS CAR.

11:04:35 THERE HE IS.

11:04:36 HI, RON.

11:04:36 I'LL TURN IT OVER TO THE TEAM.

11:04:44 WE'VE DONE THIS A LITTLE DIFFERENTLY THAN SOME COMMUNITIES.

11:04:47 SOME COMMUNITIES SELECT ONE LOBBYIST.

11:04:49 WE HAVE TWO, AND THAT COMES TO US AS A RECOMMENDATION

11:04:54 ACTUALLY FROM OUR LEGISLATIVE DELEGATION.

11:04:57 SO THEY HELPED US, OUR LEGISLATIVE DELEGATION ACTUALLY

11:05:01 HELPED US SELECT THESE LOBBYISTS, AND WE'RE THANKFUL THEY

11:05:07 DID.

11:05:08 IT'S A GREAT PARTNERSHIP AND OUR TEAM HAS BEEN VERY

11:05:12 EFFECTIVE FOR US.

11:05:13 SO WITH THAT, I'LL TURN IT OVER.

11:05:17 LINA OR RON IF YOU WANT TO START.

11:05:20 TAKE IT AWAY.

11:05:23 >> MR. MANAGER, LET ME JUST START BY SAYING ON BEHALF OF

11:05:27 BOTH OF OUR FIRMS, WE ARE EXTREMELY GRATEFUL FOR THE

11:05:32 OPPORTUNITY FOR THE SECOND YEAR IN A ROW TO COME BACK AND

11:05:36 REPORT SIGNIFICANT SUCCESS AND AN OPPORTUNITY TO IF YOU WILL

11:05:43 ON BEHALF OF BOTH FIRMS SAY TO YOU THAT UNLIKE A LOT OF

11:05:49 COMMUNITIES, YOU RECEIVED ONE OF THE LARGEST APPROPRIATIONS

11:05:53 IN THE STATE BUDGET.

11:05:55 YOU HAVE THE SENATE PRESIDENT AND REPRESENTATIVE BOTANA AND

11:05:59 THE ENTIRE DELEGATION, RONALD ROACH, BUT REALLY PASSIDOMO

11:06:09 AND REPRESENTATIVE BOTANA FOR MAKING THIS HAPPEN.

11:06:14 INSTEAD OF HAVING TO GO IN AND TRY TO GET A PIECE OF THE

11:06:19 \$350 MILLION THAT'S COMING BACK IN A LUMP SUM FOR GRANTS IN

11:06:24 A COMMUNITY, WE'RE HAPPY TO TELL YOU THAT YOUR \$7.4 MILLION

11:06:31 IS NOT ONLY IN THE BUDGET, BUT AFTER BOTH FIRMS HAVING

11:06:38 TALKED EXTENSIVELY TO THE GOVERNOR'S CHIEF OF STAFF,

11:06:42 PLANNING AND BUDGET DIRECTOR SPENCER, WE FEEL

11:06:50 EXTRAORDINARILY POSITIVE ABOUT, IF YOU WILL, THE FUTURE OF

11:07:00 WHAT YOU HAVE TO LOOK FORWARD TO.

11:07:01 THE GOVERNOR WILL ACT ON THE BUDGET SOMETIME BETWEEN NOW AND

11:07:05 PROBABLY MONDAY.

11:07:06 IT COULD BE THIS WEEK.

11:07:07 IT MAY LEAD INTO MONDAY.

11:07:09 THEIR GOAL WAS TO TRY TO GET DONE BY TONIGHT OR TOMORROW.

11:07:16 BUT ALL OF THE FEEDBACK, ALL OF THE FEEDBACK ON YOUR PROJECT

11:07:22 IS POSITIVE, AND WE FEEL COMFORTABLE THAT IT WILL SURVIVE

11:07:26 THE VETO PROCESS AND YOU'LL HAVE THAT TO SPEND.

11:07:31 LOTS OF OTHER THINGS HAPPENED TO POSITIVELY IMPACT LOCAL

11:07:38 GOVERNMENTS AND SOME BAD THINGS HAPPENED.

11:07:40 BUT I WOULD LIKE TO PAUSE AND FLIP TO LINA, IF I CAN,

11:07:45 BECAUSE I COULD GO ON FOR AN HOUR AND A HALF ABOUT WHAT DID
 11:07:50 HAPPEN, WHAT DIDN'T HAPPEN, BUT LET ME PAUSE SO THAT I CAN
 11:07:54 DEFER TO LINA AND HER FIRM ON SOME OF THIS AS WELL.
 11:07:58 >> THANK YOU, RON.
 11:08:00 I COULDN'T CONCUR MORE WITH YOU ABOUT THE SUMMARY OF OUR

 11:08:02 ACHIEVEMENTS THIS SESSION. REALLY TREMENDOUS FOR THE
 11:08:07 VILLAGE.
 11:08:08 THANK YOU, MAYOR AND COMMISSIONERS.
 11:08:10 STEVE, IT WAS EXCELLENT WORKING WITH ALL OF YOU TO BRING YOU
 11:08:12 THE SUCCESS.
 11:08:14 RON IS CORRECT.
 11:08:16 THE GOVERNOR SHOULD BE RECEIVING THE BUDGET FROM THE
 11:08:18 LEGISLATURE IN THE NEXT FEW DAYS.
 11:08:20 AS WE ALL KNOW, THE FISCAL YEAR STARTS ON JULY THE 1st.
 11:08:24 HE HAS 15 DAYS TO CONSIDER THE BILL -- ANY BILL HE RECEIVES,
 11:08:28 INCLUDING THE GENERAL APPROPRIATIONS ACT.
 11:08:31 THIS YEAR THE TOTAL AMOUNT FOR THAT BILL WAS \$117 BILLION.
 11:08:37 WE CAN ABSOLUTELY ANTICIPATE THAT THE GOVERNOR WILL VETO
 11:08:40 SOME ITEMS, BUT, AGAIN, I AGREE WITH RON THAT THE VILLAGE'S
 11:08:47 PROPOSAL, THEIR REQUEST WILL LIKELY SURVIVE THAT VETO.
 11:08:50 WE CAN GET INTO MORE QUESTIONS ABOUT THE APPROPRIATION AS
 11:08:54 WELL AS SOME OF THE POLICY DECISIONS THAT THE LEGISLATURE
 11:08:58 HAS MADE THIS SESSION AS WELL.
 11:09:04 >>Mayor McLain: ANY QUESTIONS?
 11:09:08 >>Steven Sarkozy: IF I MAY FOR THE BENEFIT OF THE PUBLIC,
 11:09:11 THE COUNCIL HAS REALLY FOCUSED ON CONVERTING THE AREAS OF
 11:09:17 THE COMMUNITY THAT HAVE SEPTIC SYSTEMS AND WELLS TO
 11:09:22 MUNICIPAL WATER AND WASTEWATER SYSTEMS.
 11:09:27 WE'RE FOCUSING ON THAT VILLAGE-WIDE, BUT THE COUNCIL HAS
 11:09:32 DEMONSTRATED A VERY STRONG COMMITMENT TO UPGRADING THE

 11:09:35 SITUATION FOR THOSE RESIDENTS PLUS THE BENEFIT IS ALSO THAT
 11:09:41 THE COMMUNITIES THAT ARE GETTING UPGRADES ARE THOSE THAT ARE
 11:09:46 ALONG THE ESTERO RIVER.
 11:09:49 AND THE POLLUTION THAT COMES FROM SEPTIC SYSTEMS INTO THE
 11:09:53 RIVER HAS BEEN WELL DOCUMENTED BY OUR STUDIES FROM FLORIDA
 11:09:57 GULF COAST UNIVERSITY.
 11:09:59 SO WE STRONGLY BELIEVE THAT THE PROJECTS WE PROPOSED, SEPTIC
 11:10:04 TO SEWER PROJECTS, WILL REDUCE THE POLLUTION INTO THE RIVER
 11:10:08 AND INTO ESTERO BAY.
 11:10:10 OUR ORIGINAL REQUEST WAS FOR \$15 MILLION, WHICH WOULD PAY
 11:10:14 FOR ALL OF THE CHARING CROSS AND ESTERO RIVER HEIGHTS
 11:10:21 NEIGHBORHOODS TO CONVERT.
 11:10:24 WE KNEW GOING IN THAT THE \$15 MILLION AT 100% OF THE TOTAL
 11:10:30 COST FOR THOSE NEIGHBORS WAS FAR MORE AGGRESSIVE THAN WHAT
 11:10:39 WE COULD REASONABLY REQUEST FROM THE STATE.
 11:10:42 SO THE STATE THROUGH THE NEGOTIATION PROCESS WITH LINA AND

11:10:47 RON AND THEIR TEAMS SCALED THAT BACK INITIALLY TO 25% OF THE
 11:10:53 TOTAL PROJECT COST AND EVENTUALLY CAME BACK UP TO 50% AT
 11:10:57 \$7.5 MILLION.
 11:11:01 SO IT'S A HUGE COMMITMENT BY THE STATE TO THE RESIDENTS IN
 11:11:08 OUR AREA ON WEST BROADWAY AND WILL BE PARTICULARLY HELPFUL
 11:11:14 IN ADDRESSING THE POLLUTION ISSUES ON ESTERO RIVER AND INTO
 11:11:18 THE BAY.
 11:11:23 >> MR. MANAGER, IF I COULD, I WANT TO SAY THIS TO THE
 11:11:28 COUNCIL.

 11:11:30 WE CAN ONLY DO AS YOUR ADVOCATES SO MUCH GOOD.
 11:11:35 IF YOUR STAFF DOESN'T PRODUCE A QUALITY PROJECT, YOU CAN
 11:11:41 HAVE ALL THE ACCESS AND RELATIONSHIPS YOU WANT, YOU DON'T
 11:11:45 SURVIVE BOTH THE LEGISLATIVE SIDE SCRUTINY AND THE
 11:11:49 GOVERNOR'S SCRUTINY IF YOU DON'T.
 11:11:53 I THINK WHILE WE LOVE TAKING CREDIT FOR THE THINGS WE DO, WE
 11:11:57 BELIEVE YOUR STAFF AND THE MANAGER AND HIS TEAM ARE WHO
 11:12:01 CREATED THE PATHWAY FOR US AND OBVIOUSLY WITHOUT PRESIDENT
 11:12:07 PASSIDOMO, REPRESENTATIVE RAMOS, SENATOR MARTIN, WE JUST --
 11:12:15 BOTANA, WE DON'T GET WHERE WE GOT WITHOUT THAT.
 11:12:19 AND I THINK THAT A LOT OF CREDIT GOES TO THE MANAGER AND THE
 11:12:24 TEAM FOR GETTING US SOMETHING WE COULD WORK WITH AND MOLD
 11:12:28 AND MELD AND BUY IT IN.
 11:12:32 THIS WORK AS WELL AS ANY -- THIS PROCESS WORKS AS WELL AS
 11:12:36 ANY PROCESS WORKS.
 11:12:37 THE TWO FIRMS, IT'S NOT OFTEN WHERE YOU END UP PAIRED WITH
 11:12:41 ANOTHER LOBBYING FIRM AND YOU CAN SAY THE WORK WAS SHARED.
 11:12:46 WORK IS SHARED BETWEEN OUR FIRMS.
 11:12:48 WE WORK WELL TOGETHER.
 11:12:50 WE ROW THE BOAT TOGETHER.
 11:12:51 WE STAND TOGETHER.
 11:12:53 AND WE FIGHT TOGETHER, AND IT WORKED.
 11:12:56 BUT IT WORKED BECAUSE YOUR TEAM OVERALL THERE LOCALLY GAVE
 11:13:00 US WHAT WE NEEDED TO MAKE IT WORK.
 11:13:04 SO I WANT TO THANK THEM.

 11:13:05 I WOULD URGE YOU TO INVITE PRESIDENT PASSIDOMO,
 11:13:10 REPRESENTATIVE BOTANA, ENTIRE DELEGATION THERE, TO THANK
 11:13:15 THEM.
 11:13:15 SENATOR PASSIDOMO NEVER LET THIS LEAVE HER EYESIGHT AND SHE
 11:13:20 HAD HER STAFF AND OFFICE FOCUSED ON IT.
 11:13:25 THAT'S OBVIOUSLY WHAT WE WORK TO POSITION OURSELVES TO DO.
 11:13:29 THIS DOESN'T ALWAYS WORK QUITE AS WELL AS IT DID IN THIS
 11:13:33 CASE.
 11:13:33 IT WORKED LAST YEAR AS WELL.
 11:13:35 I SIMPLY WANT TO THANK YOU AGAIN, MR. MANAGER, AND YOUR
 11:13:38 TEAM.
 11:13:41 >> THANK YOU SO VERY MUCH.

11:13:42 AND, STEVE, I AGREE.
 11:13:46 THIS WAS DEFINITELY A TEAM EFFORT.
 11:13:49 PRESIDENT PASSIDOMO NOT ONLY WENT TO BAT FOR THE VILLAGE,
 11:13:52 BUT SHE WENT TO BAT FOR THE WHOLE REGION.
 11:13:55 AND SOMETHING FOR THE COUNCIL TO CONSIDER IS FUTURE
 11:13:58 APPLICATION TO THIS \$350 MILLION POT OF MONEY THAT IS
 11:14:02 SPECIFICALLY FOR INFRASTRUCTURE REBUILDING AND IMPROVEMENTS
 11:14:07 FROM THE DEVASTATION OF HURRICANE IAN.
 11:14:10 IT'S GOING TO BE AVAILABLE FOR THE ENTIRE REGION.
 11:14:14 IT IS A VERY UNIQUE OPPORTUNITY.
 11:14:16 WE ARE HOPING IT SURVIVES THE GOVERNOR'S LINE ITEM VETO
 11:14:20 PROCESS, AND IT WILL GIVE THE VILLAGE AN OPPORTUNITY TO
 11:14:24 CONTINUE WITH ALL OF ITS PROJECTS AND HELP GUIDE US AS WELL,

 11:14:29 WHAT YOU NEED.
 11:14:30 IT WILL BE ADMINISTERED BY THE DEPARTMENT OF EMERGENCY
 11:14:33 MANAGEMENT AS WELL.
 11:14:35 >> APPLY FOR THE GRANTS WORKING WITH US, I KNOW THAT WE CAN
 11:14:38 HELP WORK THOSE THROUGH AS TIME GOES ON.
 11:14:43 AND I WANT TO -- I AM REALLY REMISS, YOU SEE ON YOUR SCREEN,
 11:14:51 WE'RE IN DIFFERENT PLACES, I WOULD BE REMISS NOT THANKING
 11:14:54 HER AS A PART OF MY FIRM FOR HELPING DO ALL OF THE
 11:14:58 MECHANICAL WORK AND HELP NURSE THIS ALONG TO THE FINISH
 11:15:01 LINE.
 11:15:02 SO RONA, THANK YOU.
 11:15:11 >>Mayor McLain: ANY OTHER COMMENTS, QUESTIONS?
 11:15:13 LINA, HAVE YOU GOT ANYBODY WANT TO MAKE ANY OTHER COMMENTS
 11:15:19 ON YOUR WORK?
 11:15:21 WE'RE OPEN.
 11:15:23 IT DOESN'T LOOK LIKE WE HAVE ANY QUESTIONS FROM COUNCIL.
 11:15:26 YOU GUYS HAVE DONE A NICE JOB AND WE THANK YOU FOR ALL YOUR
 11:15:28 PROFESSIONALISM AND YOUR EFFORT AND PROBABLY, MORE
 11:15:32 IMPORTANTLY, THE RESULTS ARE GREAT.
 11:15:34 THANK YOU VERY MUCH.
 11:15:36 WE'RE OPEN FOR YOUR COMMENTS IF YOU WANT TO CLOSE UP, PLEASE
 11:15:41 DO SO.
 11:15:43 >> SURE.
 11:15:43 YES, MR. MAYOR.
 11:15:44 THANK YOU ALL AGAIN FOR THIS OPPORTUNITY.

 11:15:46 THANK YOU TO ROBERT MILLER, MY COLLEAGUE.
 11:15:48 IT'S ALWAYS A PLEASURE WORKING WITH RON AND RENA EVERY
 11:15:53 SESSION TO WORK ON YOUR PRIORITIES AND WE STAND READY TO
 11:15:56 HELP YOU WITH THE APPLICATION SHOULD THE VILLAGE HAVE ONE
 11:16:00 WITH THE DIVISION OF EMERGENCY MANAGEMENT AND ALSO FOR THE
 11:16:02 UPCOMING SESSION.
 11:16:04 WE ARE STILL WAITING ON A COUPLE OF DECISIONS BY -- THE
 11:16:09 LEGISLATURE HAS NOT SENT SOME OF THE KEY BILLS THAT WILL

11:16:12 AFFECT NOT JUST THE VILLAGE BUT ALL MUNICIPALITIES AND LOCAL
 11:16:15 GOVERNMENTS AROUND THE STATE THAT ARE VERY IMPORTANT.
 11:16:18 I KNOW YOU HAD MANY CONCERNS ABOUT THEM.
 11:16:21 WE PROBABLY WILL HAVE A BETTER REPORT FOR YOU IN THE NEXT
 11:16:25 MONTH ONCE THAT BILL SIGNING PROCESS IS OVER.
 11:16:28 AGAIN, I KNOW WE'RE LAYING IT ON THICK, BUT WE REALLY DO
 11:16:32 APPRECIATE THIS OPPORTUNITY AND YOUR FAITH AND CONFIDENCE IN
 11:16:35 US AND OUR ABILITY, OUR FIRM'S ABILITY TO WORK REALLY WELL
 11:16:39 TOGETHER.
 11:16:39 SO THANK YOU.
 11:16:43 >> THANK YOU.
 11:16:43 WE HAVE SENT YOU AN END OF THE SESSION REPORT WHICH
 11:16:46 ENCAPSULATES A LOAD OF THE SUBSTANTIVE ISSUES IN ADDITION TO
 11:16:51 THE BUDGET ISSUES.
 11:16:52 AS YOU GO THROUGH THE NEXT FEW WEEKS, AND THE GOVERNOR HAS
 11:16:57 ACTED, AS LINA HAS INDICATED, A LITTLE OVER 200 BILLS THAT
 11:17:02 HE'S ACTED UPON.

 11:17:04 LITTLE OVER I THINK 111 MORE, 114 MORE, INCLUDING THE BUDGET
 11:17:10 AND IMPLEMENTING -- BILLS, ACT ON I EXPECT WITHIN THE NEXT
 11:17:15 15 DAYS.
 11:17:18 THERE ARE BILLS LIKE LIVE LOCAL BILL WHICH, AFFORDABLE
 11:17:24 HOUSING BILL, OVER \$700 MILLION CONTAINED WITHIN IT.
 11:17:30 THERE ARE OTHER BILLS THAT DEAL WITH COMP PLAN CHANGES AND
 11:17:35 THE LIKE AND PERMIT FEES AND SOME OF WHICH HAVE PREEMPTIONS.
 11:17:39 AS YOU GO ON, IF THERE ARE QUESTIONS, VILLAGE COUNCIL
 11:17:43 MEMBERS WANT TO SEND THOSE THROUGH TO THE MANAGER AND SEND
 11:17:47 THEM TO LINA AND MYSELF, RON OR ROBERT, WE ARE HAPPY TO
 11:17:53 ANSWER ANY OF THOSE OTHER QUESTIONS.
 11:17:55 THERE WERE CERTAINLY A LOT OF THINGS THAT HAPPENED THIS
 11:17:58 SESSION FROM PRE-K TO 12 SUBSTANTIVE CHANGES TO SUBSTANTIVE
 11:18:07 CHANGES IN HIGHER EDUCATION.
 11:18:11 SUBSTANTIVE CHANGES IN HEALTH CARE.
 11:18:13 SO DO NOT HESITATE TO REACH OUT IF THERE ARE QUESTIONS.
 11:18:17 >>Mayor McLain: THANK YOU.
 11:18:18 WE DO HAVE ONE.
 11:18:20 COUNCILMEMBER WARD HAS A QUESTION.
 11:18:21 >>Jim Ward: JUST A QUICK QUESTION.
 11:18:23 FIRST OF ALL, CONGRATULATIONS ON GETTING US THE FUNDING THAT
 11:18:27 YOU DID.
 11:18:27 THAT IS REALLY IMPRESSIVE.
 11:18:29 BUT A QUICK QUESTION.
 11:18:30 I NOTICED THAT WE'RE GETTING CLOSE TO 50% FUNDING ON THE

 11:18:35 BROADWAY WEST WHEREAS WE'RE GETTING A LITTLE BIT OVER 10% ON
 11:18:39 THE UTILITY EXPANSION.
 11:18:41 I'M WONDERING, IS THERE A REASON WHY THERE'S SUCH A
 11:18:45 SIGNIFICANT DIFFERENCE IN THE FUNDING OF THOSE TWO PROJECTS?

11:18:51 >> RONA, DO YOU WANT TO TAKE A STAB AT THAT?
 11:18:55 >> I DON'T UNDERSTAND EXACTLY THE QUESTION.
 11:18:58 THERE WAS ONE PROJECT THAT WE SUBMITTED.
 11:19:02 I'M SORRY.
 11:19:03 I DIDN'T UNDERSTAND.
 11:19:04 >>Jim Ward: THE UTILITY EXPANSION PROJECT, WE RECEIVED STATE
 11:19:08 FUNDING OF \$530,000 WITH AN ESTIMATED COST OF 4.3.
 11:19:14 THE BROADWAY WEST UEP WE RECEIVED 7.5 MILLION OF A TOTAL
 11:19:21 COST OF 14.8.
 11:19:23 SO ROUGHLY ABOUT 50%.
 11:19:25 I'M JUST TRYING TO UNDERSTAND WHY WE RECEIVED SUCH FAVORABLE
 11:19:32 RESULTS ON THE BROADWAY PROJECT VERSUS THE UTILITY EXPANSION
 11:19:37 PHASE ONE.
 11:19:38 WAS THERE JUST A DIFFERENT APPROACH?
 11:19:43 >>Steven Sarkozy: MAYBE I CAN HELP ON THAT.
 11:19:45 I THINK IT'S MOSTLY BECAUSE THE MONEY HAD TO BE DIRECTED TO
 11:19:49 ONE OF THEIR POLICY AREAS AND THE LARGER PROJECT, THE
 11:19:54 \$15 MILLION PROJECT, IS RIGHT ON THE ESTERO RIVER AND IT HAS
 11:20:00 MANY OTHER BENEFITS OTHER THAN JUST THE CONVERSION ITSELF.
 11:20:05 IT'S THE REDUCTION OF POLLUTION INTO THE RIVER AND INTO THE
 11:20:08 BAY.

 11:20:11 >> AND COMMISSIONER WARD, I WOULD ADD THAT THE REQUEST MADE
 11:20:17 LAST YEAR FELL INTO DIFFERENT POTS OF MONEY WITHIN THE STATE
 11:20:21 BUDGET, AND THAT WAS OUR FIRST YEAR WORKING WITH YOU ALL.
 11:20:24 AND THAT WAS THE GUIDANCE THAT WE RECEIVED.
 11:20:27 NOW I WANT TO NOTE AND THANK THE VILLAGE THAT FOR ALL THE
 11:20:30 PROJECTS YOU ALL PUT UP THE OTHER 50%.
 11:20:34 SO THAT IS NOT ALWAYS THE CASE WITH LOCAL GOVERNMENTS AND
 11:20:37 THE FACT THAT YOU ALL ARE SO FISCALLY SOUND REALLY HELPED AS
 11:20:41 WE MADE THE CASE BEFORE THE LEGISLATURE TO GET YOU THE OTHER
 11:20:45 7.5 MILLION.
 11:20:48 >> I WOULD GO A STEP FURTHER, LINA.
 11:20:51 I THINK THAT WE WERE NEW AND I THINK WE WERE LEARNING AND I
 11:20:56 THINK WE WERE ALSO LAYING FOUNDATION FOR THE FUTURE.
 11:21:00 AND I THINK AGAIN IF YOU GO BACK TO OUR PRESENTATION, AS FAR
 11:21:07 BACK AS OUR INTERVIEW FOR THE OPPORTUNITY TO REPRESENT THE
 11:21:10 VILLAGE, I THINK WE TALKED ABOUT BUILDING UPON OVER TIME.
 11:21:17 WE TALKED ABOUT THE GROWTH OF THE DELEGATION STARTING WITH
 11:21:21 AT THAT TIME THE PRESIDENT DOES ADMIT AND SO I THINK YOU HAD
 11:21:27 A COMBINATION OF THOSE THINGS, BUT I AGREE WITH THE MANAGER.
 11:21:30 THE BREADTH AND THE DEPTH OF WHAT WE SUBMITTED THIS YEAR
 11:21:33 WITH THE TOTALITY OF THE ENVIRONMENTAL IMPACTS I THINK
 11:21:37 DRAMATICALLY IMPACTED THE SENATE PRESIDENT'S DESIRE TO HAVE
 11:21:43 THAT POSITIVE ENVIRONMENTAL IMPACT OVERALL IN THE VILLAGE.
 11:21:47 SO I THINK THAT'S A LARGE PART OF IT.
 11:21:53 >>Jim Ward: THANK YOU.

11:21:54 >>Mayor McLain: BEFORE WE END THIS SESSION, MADAM CLERK, DO
 11:21:57 WE HAVE ANYONE TO SPEAK ABOUT THIS MATTER FROM THE PUBLIC?
 11:22:02 >>Carol Sacco: NO, WE DO NOT, MAYOR AND NO E-COMMENTS.
 11:22:05 >>Steven Sarkozy: MAYOR, I WOULD LIKE TO COMMENT FURTHER A
 11:22:07 LITTLE BIT.
 11:22:07 >>Mayor McLain: OKAY.
 11:22:08 >>Steven Sarkozy: THIS IS A NICE TIME WHEN OUR TOTAL BUDGET
 11:22:12 IS 12 MILLION BUCKS AND YOU GET A \$7.5 MILLION GRANT.
 11:22:15 THAT'S PRETTY IMPRESSIVE.
 11:22:16 BUT KUDOS TO THE COUNCIL AND THE WHOLE PROCESS THAT WE'VE
 11:22:24 HAD.
 11:22:24 IF YOU'LL RECALL GOING BACK ABOUT THREE YEARS, WHEN THE
 11:22:29 FIRST STEP WAS TO BRING IN FGCU AND THE WATER SCHOOL TO
 11:22:32 ACTUALLY DO A STUDY OF THE CONTAMINATION, E. COLI
 11:22:39 CONTAMINATION IN THE RIVER THAT COULD THEN BE TIED BACK TO
 11:22:42 FAILED SEPTIC SYSTEMS.
 11:22:45 THERE'S EVIDENCE THEN THAT WE HAVE A DIRECT POLLUTION
 11:22:48 CONNECTION.
 11:22:51 THERE WERE SOME PEOPLE IN THE COMMUNITY THAT WERE CONCERNED
 11:22:53 ABOUT THAT.
 11:22:54 BUT WE ESTABLISHED THE SCIENCE BEHIND THE ASK.
 11:23:00 THEN BASED ON THAT AND OTHER STUDIES, YOU COMMISSIONED A
 11:23:07 CONCEPT ENGINEERING, CONCEPT DESIGN FOR A TRANSITION OF ALL
 11:23:14 OF OUR AREAS IN THE CITY, 12 DIFFERENT AREAS TO GO FROM
 11:23:18 SEPTIC TO SEWER, AND THAT INITIAL CONCEPT DESIGN GAVE US AND

 11:23:25 YOU THE ESTIMATED AMOUNTS BY DISTRICT, AND THAT WOULD TAKE
 11:23:35 ALL OF THE CITY OUT OF THE SEPTIC SYSTEM OPERATION.
 11:23:41 THEN ALSO EVEN BEFORE THE LEGISLATIVE SESSION, YOU
 11:23:46 AUTHORIZED THE FINAL DESIGN WITH TWO DIFFERENT FIRMS OF
 11:23:51 ALMOST ALL OF OUR AREAS OF THE COMMUNITY SO THAT WE ARE
 11:23:55 READY TO GO WITH THE FINAL DESIGN PACKAGE THAT IS READY TO
 11:24:00 BE BID.
 11:24:02 THAT FINAL DESIGN WORK PUTS US WAY OUT IN FRONT OF THE
 11:24:07 PROCESS AND WILL BE READY PROBABLY AT THE END OF THIS MONTH
 11:24:14 TO ACTUALLY BID THESE PROJECTS AND GET IT OUT INTO THE
 11:24:18 COMMUNITY SO THAT WE CAN GET THE WORK DONE.
 11:24:20 SO THIS IS KIND OF, WE'RE AT THE SUMMIT.
 11:24:26 WE'VE BEEN PLOTTING AWAY WITH THESE VARIOUS PROJECTS THAT
 11:24:30 CREATE THE FOUNDATION FOR THE ASK, BUT YOUR FINGERS ARE ALL
 11:24:36 OVER THIS FROM DAY ONE.
 11:24:39 THE CONCEPT, ALL THE WAY THROUGH.
 11:24:43 I JUST WANT TO SAY THANK YOU FOR STICKING WITH THIS TO
 11:24:47 CREATE THAT PICTURE THAT BUILDS ON SUCCESSIVE LEVELS OF
 11:24:54 ACCOMPLISHMENT.
 11:24:57 >> MANAGER, COULD I ADD TO THAT?
 11:25:00 THE SENATE PRESIDENT PUT HER NAME ON YOUR PROJECT.
 11:25:06 SHE DIDN'T DO THAT THROUGHOUT THE DISTRICT.

11:25:09 SHE PUT HER NAME ON THIS PROJECT.
 11:25:11 AND THAT IS BECAUSE OF THE COMPLETENESS, THE THOROUGHNESS OF
 11:25:15 WHAT IT WAS YOU DID TO GET IT READY TO GO TO THE PROCESS.

 11:25:20 SO WHEN YOU TALK ABOUT THE RISK, YOU TOOK THE RISK.
 11:25:24 YOU GOT THE REWARD OUT OF THE RISK.
 11:25:31 >>Mayor McLain: WELL, THANK YOU ALL FOR YOUR COMMENTS AND
 11:25:36 EVERYBODY CHIPPED IN.
 11:25:37 IT WAS A COMBINED TEAM EFFORT WITHIN THE VILLAGE AND OUTSIDE
 11:25:41 THE VILLAGE.
 11:25:42 SO WE THANK YOU ALL FOR YOUR EXPERTISE AND THE ASSISTANCE,
 11:25:45 AND WE LOOK FORWARD TO THE FUTURE AND GETTING SOME MORE
 11:25:49 GRANTS AND SOME MORE HELP BECAUSE OUR INTENT HERE IS TO MAKE
 11:25:54 THE VILLAGE OF ESTERO THE BEST PLACE TO LIVE IN SOUTHWEST
 11:25:58 FLORIDA.
 11:25:58 SO THESE KINDS OF EFFORTS I THINK RESULT IN US MOVING THAT
 11:26:03 FORWARD AT A GOOD CLIP RIGHT NOW.
 11:26:06 SO THANK YOU ALL VERY MUCH FOR ATTENDING.
 11:26:10 SAFE DRIVING, RON.
 11:26:11 YOU DID PRETTY WELL TALKING AND DRIVING AT THE SAME TIME.
 11:26:16 >> DON'T TELL THE FLORIDA HIGHWAY PATROL.
 11:26:19 [LAUGHTER]
 11:26:20 >>Mayor McLain: GOOD JOB.
 11:26:21 AT THIS POINT, I WILL ENTERTAIN A MOTION TO ADJOURN OUR
 11:26:26 MEETING.
 11:26:27 >> SO MOVED.
 11:26:28 >>Mayor McLain: MOTION FROM COUNCILMAN LOPEZ, SECONDED BY
 11:26:37 LARRY FIESEL.
 11:26:38 >>Carol Sacco: I GOT IT.
 11:26:39 THANK YOU.
 11:26:40 >>Mayor McLain: THANK YOU ALL.
 11:26:40 [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.



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Vice Mayor Joanne Ribble Honored with 2023 Home Rule Hero Award

Joanne Ribble official recognized for advocacy efforts during the 2023 Legislative Session

FOR IMMEDIATE RELEASE: May, 2023

CONTACT: Joanne Ribble

jribble@estero-fl.gov/239-326-1588

Village of Estero, FL – The **Florida League of Cities (FLC)**, the united voice for Florida’s municipal governments, recently recognized Village of Estero, Vice Mayor Joanne Ribble with a 2023 Home Rule Hero Award for their hard work and advocacy efforts during the 2023 Legislative Session. Ribble worked tirelessly throughout session to promote local voices making local choices, protect the Home Rule powers of Florida’s municipalities and advance the League’s legislative agenda.

“The League and its legislative team appreciate the individual advocacy efforts undertaken by municipal officials throughout the state,” said **FLC Chief of Legislative Affairs Casey Cook**. “Home Rule Heroes are some of our biggest advocates for protecting local decision-making. They are League members who stand out for their high level of participation, knowledge, and effectiveness. This year’s Home Rule Heroes continuously advocated for their communities throughout the 2023 Legislative Session.”

Home Rule is the ability for a city to address local problems with local solutions with minimal state interference. Home Rule Hero Award recipients are local government officials, both elected and nonelected, who consistently responded to the League’s request to reach out to members of the Legislature and help give a local perspective on an issue.

Vice Mayor Ribble has been a resident of The Colony in Pelican Landing since April 2007. She has served as co-chair of the Pelican Landing Unit Owners Committee, served on the Pelican Landing Board of Directors, and was appointed President. In the Colony she served on the Colony Design Review and Standards Committee, Colony Resident Committee and is currently Vice-President of the Colony Foundation Board of Directors.

Her philanthropic experience includes: Ambassador of the Kutztown University Capital Campaign, co-chair of the Children’s Hospital Golf Outing at The Colony in Pelican Landing and member of the Estero Forever Foundation.

Ribble is a graduate of Kutztown University with a BS degree in Spanish. She retired from a 30-year career as an educator. She and husband Bill have two daughters.

Term: 2021-2025

###

Founded in 1922, the Florida League of Cities is the united voice for Florida's municipal governments. Its goals are to promote local self-government and serve the needs of Florida's cities, which are formed and governed by their citizens. The League believes in "Local Voices Making Local Choices," which focuses on the impact citizens and city leaders have in improving Florida's communities. For more information, visit flicities.com.

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**

May 17, 2023 9:30 a.m.

1. CALL TO ORDER

INVOCATION

Pastor Jan Chance River of Life Church

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Mayor Jon McLain - District 3, Vice Mayor Joanne Ribble - District 1, Councilmember Larry Fiesel - District 2, Councilmember Lori Fayhee – District 4, Councilmember Rafael Lopez - District 5, Councilmember Jim Ward - District 6, and Councilmember George Zalucki - District 7.

Also present

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

2. PROCLAMATION

(a) National Boat Safety Week

Gregory Masonick, Flotilla Commander
Daniel Eaton Flotilla Staff Officer, Public Affairs from Flotilla 91

3. APPROVAL OF AGENDA, ADDITIONS, AND DELETION

Motion: Motion to approve agenda with the deletion of 12(b) from the agenda.

Motion by: Councilmember Fiesel

Seconded by: Councilmember Ward

Action: Approved agenda with the deletion of 12(b) from the agenda.

Vote: (Roll Call)

Aye: Councilmembers Fiesel, Fayhee, Lopez, Ward, Zalucki, Vice Mayor Ribble and Mayor McLain.

Nay:

Abstentions:

4. PUBLIC COMMENT ON NON-AGENDA ITEMS

Mark Novitski, Bella Terra

Steven Novosad, The Vines

5. CONSENT AGENDA

(a) May 3, 2023, Council Meeting Minutes

Motion: Motion to approve the Consent Agenda.

Motion by: Vice Mayor Ribble

Seconded by: Councilmember Lopez

Action: Approved the Consent Agenda.

Vote: (Roll Call)

Aye: Councilmembers Fiesel, Fayhee, Lopez, Ward, Zalucki, Vice Mayor Ribble and Mayor McLain.

Nay:

Abstentions:

6. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

None.

7. ACTION ITEM

(a) Corkscrew Road Wetland Mitigation Credits

Staff Presentation/Comments

Steve Sarkozy, Village Manager

David Willems, Public Works Director

Council Questions or Comments

Councilmember Zalucki and Mayor McLain.

Public Comments

None.

Motion: Motion to approve the Agreement for Sale of Mitigation Bank Credits with Corkscrew Mitigation, LLC for 0.83 credits at a cost of \$157,700, and authorize the Village Manager to sign the agreement and other additional implementing documents within the scope of the agreement on behalf of the Village of Estero Council.

Motion by: Councilmember Ward
Seconded by: Councilmember Fiesel

Action: Approved the Agreement for Sale of Mitigation Bank Credits with Corkscrew Mitigation, LLC for 0.83 credits at a cost of \$157,700, and authorize the Village Manager to sign the agreement and other additional implementing documents within the scope of the agreement on behalf of the Village of Estero Council.

Vote: (Roll Call)

Aye: Councilmembers Fiesel, Fayhee, Lopez, Ward, Zalucki, Vice Mayor Ribble, and Mayor McLain.

Nay:

Abstentions:

8. SECOND READING AND PUBLIC HEARING:

(a) Ordinance No. 2023-05 Updating Capital Improvements Element

An Ordinance of the Village Council of the Village of Estero, Florida, Approving Updates to the Capital Improvements Element to Update the Capital Improvements Schedule for Fiscal Year 2022/2023 and Adopt the Most Recent Lee County School District Capital Improvement Plan; Providing for Conflict; Providing for Severability; and Providing an Effective Date.

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Mary Gibbs, Community Development Director

Council Questions or Comments

Councilmember Ward, Vice Mayor Ribble, and Mayor McLain

Public Comments

None.

Motion: Motion to pass second reading of Ordinance No. 2023-05

Motion by: Councilmember Zalucki
Seconded by: Councilmember Lopez

Action: Passed second reading of Ordinance No. 2023-05.

Vote: (Roll Call)

Aye: Councilmembers Fiesel, Fayhee, Lopez, Ward, Zalucki, Vice Mayor Ribble, and Mayor McLain.

Nay:

Abstentions:

9. PUBLIC COMMENT ON NON-AGENDA ITEMS

None.

10. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

Councilmembers Fiesel, Fayhee, Lopez, Ward, Zalucki, Vice Mayor Ribble, and Mayor McLain.

10. VILLAGE ATTORNEY'S REPORT

Robert Eschenfelder, Village Attorney

11. VILLAGE MANAGER'S REPORT

Steve Sarkozy, Village Manager

Adjourn Regular Session at 10:19 am and Convene Workshop Item 10:19 am

12. WORKSHOP

(a) Introduction to Public Trust Advisors

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Kevin Greenville, Finance Director

Presentation/Information by

Rodrigo Bettini, Public Trust Advisors

Rene O'Day, Public Trust Advisors

Council Questions or Comments

Councilmembers Ward, Zalucki, and Lopez

Public Comments

None.

(b) State Legislative Session Update and Appropriations Report

Deleted from agenda.

(c) Capital Improvement Plan

Staff Presentation/Comments

Steve Sarkozy, Village Manager
David Willems, Public Works Director

Council Questions or Comments

Councilmembers Ward, Zalucki, Vice Mayor Ribble, and Mayor McLain

Public Comments

None.

(d) ARPA American Rescue Plan Act (ARPA) – The Coronavirus State and Local Fiscal Recovery Funds (SLFRF)

Staff Presentation/Comments

Steve Sarkozy, Village Manager
Kevin Greenville, Finance Director

Council Questions or Comments

Councilmember Zalucki and Mayor McLain

Public Comments

None.

13. ADJOURNMENT at 11:24 am

Motion by Councilmember Fiesel and seconded by Councilmember Fayhee.

ATTEST:

VILLAGE OF ESTERO, FLORIDA

By: _____

By: _____

Carol Sacco, Village Clerk

Jon McLain, Mayor

(td/CS)

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

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 7, 2023

Agenda Item:

Financial Report for the month ended April 30, 2023.

Description:

This financial report provides budget to actual comparisons for the month ending April 30, 2023, which is the **seventh** 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:* March was the sixth month of ad valorem taxes being remitted to the Village from the Lee County Tax Collector. In April, the Village received 2.1%, or \$116,536, of the annual budgeted ad valorem taxes, bringing the year-to-date totals to approximately \$5.6 million, or 99% of the budgeted amount.
- *General Fund:* State Revenue Sharing Sales Tax (58%), and State Revenue Sharing Fuel Tax (58%) remain strong at this point in the year, Half-Cent Sales Tax (61%) accounted for \$383,489 of its \$2,159,589 year-to-date totals in January.
- *Hurricane Ian Expenditures:* In April, the Village paid \$18,655 for Hurricane Ian debris removal expenditures. Hurricane Ian disaster recovery expenditures through April 30, 2023, total \$7,026,466. 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 was received in April of 2023. The Village anticipates receiving another payment of approximately \$2.7 million within the next few weeks.
- *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 \$28,030,988.

- *Available funds:* total funds categorized as available are \$43,082,376 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. April 30, 2023 Financial report



Village of Estero
Budget Report-All Funds
For the Month Ending April 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>
Ad Valorem Taxes	116,536	5,615,776	5,686,200	(70,424)	99%
Local Communications Svcs Tax	91,908	523,380	958,500	(435,120)	55%
Local Business Tax	-	6,543	8,400	(1,857)	78%
Franchise Fees-Electric	213,091	1,261,043	2,076,100	(815,057)	61%
Franchise Fees-Solid Waste	-	42,071	177,200	(135,129)	24%
Franchise Fees-Natural Gas	14,501	82,740	60,000	22,740	138%
Rev Sharing Sales tax	62,235	435,644	752,700	(317,056)	58%
Mobile Home License	122	2,604	3,200	(596)	81%
Alcohol Beverage Tax	-	122	30,800	(30,678)	0%
Half Cent Sales Tax	383,489	2,159,589	3,521,100	(1,361,511)	61%
Fines & Forfeitures	-	101	200	(100)	50%
Interest Income	43,635	270,123	5,600	264,523	4824%
Rental income	3,000	24,000	36,000	(12,000)	67%
Miscellaneous Revenue	-	66,471	15,000	51,471	443%
Administrative Fee	10,604	81,059	16,500	64,559	491%
Cost Recovery-Admin Charge	1,000	7,765	23,000	(15,235)	34%
Dev & Zoning-Fixed Fees	4,960	32,896	90,200	(57,304)	36%
Dev & Zoning-Cost Recovery Fee	6,481	70,024	89,900	(19,876)	78%
Planning-Miscellaneous Revenue	3,900	23,033	50,000	(26,967)	46%
Code Comp & Contractor License	-	-	30,000	(30,000)	0%
Local Option Gas Tax-1-6 Cent	59,552	314,337	582,600	(268,263)	54%
ROW Permits	-	(50)	1,500	(1,550)	-3%
Rev Sharing-Fuel Tax	15,666	109,661	189,500	(79,839)	58%
FDOT US 41 Light Maintenance	-	-	120,000	(120,000)	0%
ARPA Funding	-	-	-	-	0%
WCIND Marine Patrol Revenue	-	-	600	(600)	0%
FEMA-Federal Share	2,361,231	2,357,426	-	2,357,426	0%
Total Revenues-General Fund	3,391,910	13,486,357	14,524,800	(1,038,443)	93%
Interest Income-Bldg Fee Fd	-	-	-	-	0%
Building Fees	122,331	704,470	1,064,600	(360,130)	66%
Surcharge Fee Retained	-	1,249	1,000	249	125%
Convenience Fee	2,913	18,241	36,300	(18,059)	50%
Interest income	967	6,052	100	5,952	6052%
Total Revenues-Building Fee Fund	126,211	730,013	1,102,000	(371,987)	66%
Interest Income	-	-	-	-	0%
Total Revenues-Debt Serv	-	-	-	-	0%



Village of Estero
Budget Report-All Funds
For the Month Ending April 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>
Local Option Gas Tax 1-5 Cent	43,940	230,478	423,350	(192,872)	54%
Interest Income-Gas Tax	2,960	16,654	300	16,354	5551%
Developer Contributions-Inters	90	179	-	179	0%
Road Imp Fee-Residential	229,908	1,625,516	88,000	1,537,516	1847%
Road Imp Fees-Commercial	-	89,298	425,100	(335,802)	21%
Interest Income-Rd Impact	14,814	85,836	1,300	84,536	6603%
Interest Income-Com Prk Impact	149	878	200	678	439%
Interest Inc-Com Prk Contr	142	834	-	834	0%
Interest Inc-Public Land	201	1,182	-	1,182	0%
Park Imp Fees-Residential	35,305	170,385	13,500	156,885	1262%
Park Imp Fee-Commercial	-	118,524	40,000	78,524	296%
Interest Income-Park Imp	1,373	7,254	100	7,154	7254%
Total Revenues-Capital Projects Fund	328,882	2,347,017	991,850	1,355,167	237%
Convenience Fee	835	3,867	-	3,867	0%
Charges for Svcs-Driving Range	37,896	235,361	90,000	145,361	262%
Interest Income	252	1,308	-	1,308	0%
Cash Over / Short	-	(32)	-	(32)	0%
Total Revenues-Driving Range Fund	38,983	240,504	90,000	150,504	267%
Total Revenues-All Funds	3,885,986	16,803,891	16,708,650	95,241	101%
Debt Serv Fd Trans from Gen Fd	-	-	-	-	0%
Cap Projects Trans from Gen Fd	1,318,884	2,169,156	24,817,030	(22,647,874)	9%
Transfer from General Fund	-	-	-	-	0%
Total Revenues and Other Financing Sources-All Funds	5,204,870	18,973,047	41,525,680	(22,552,633)	46%
Executive Salaries	10,294	72,265	124,300	52,035	58%
FICA Taxes	787	5,528	9,600	4,072	58%
Workers Comp	-	155	300	145	52%
Unemployment Comp	157	1,146	2,000	854	57%
Travel and Per Diem	-	420	22,000	21,580	2%
Books Pub & Memberships	-	8,003	5,000	(3,003)	160%
Training	-	(25)	2,000	2,025	-1%
<i>Total Village Council</i>	11,239	87,493	165,200	77,707	53%



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

	Current Month	2022-2023 Year to	2022-2023	2022-2023 Budget	2022-2023
	<u>Actual</u>	Date <u>Actual</u>	<u>Budget</u>	<u>Variance</u>	Year to Date <u>Percentage</u>
Executive Salary	18,315	122,191	224,700	102,509	54%
Car Allowance	615	4,020	7,200	3,180	56%
Regular Salaries & Wages	10,264	72,736	155,700	82,964	47%
FICA Taxes	2,201	11,653	24,500	12,847	48%
Retirement Contributions	1,923	13,492	47,600	34,108	28%
Group Insurance	7,470	56,662	80,100	23,438	71%
Worker's Compensation	-	148	800	652	19%
Unemployment Comp	51	481	700	219	69%
Miscellaneous Professional Srv	3,000	21,000	75,000	54,000	28%
Communication Services	3,000	21,006	33,700	12,694	62%
Miscellaneous Contractual Srvs	-	-	35,000	35,000	0%
Travel & Per Diem	-	3,333	12,000	8,667	28%
Public Relations	-	11,623	15,000	3,377	77%
Books Pub & Memberships	150	1,164	3,000	1,836	39%
Training	-	75	4,000	3,925	2%
<i>Total Village Manager</i>	46,989	339,585	719,000	379,415	47%
Village Attorney	2,917	65,599	200,000	134,401	33%
Land Use Legal	4,678	39,452	85,000	45,548	46%
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	-	5,625	-	(5,625)	0%
<i>Total Village Attorney</i>	7,594	110,676	327,000	216,324	34%
Regular Salaries & Wages	3,169	22,397	154,800	132,403	14%
FICA Taxes	242	1,713	11,900	10,187	14%
Retirement Contributions	829	3,732	9,700	5,968	38%
Group Insurance	-	-	25,200	25,200	0%
Worker's Compensation	-	34	300	266	11%
Unemployment Compensation	59	416	800	384	52%
Codification	-	-	3,000	3,000	0%
Election services	-	771	-	(771)	0%
Misc & Contractual	-	5	-	(5)	0%
Travel & per diem	113	228	500	272	46%
Legal Notices	(371)	2,087	5,000	2,913	42%
Books, Pub and Notices	-	-	500	500	0%
Training	-	186	100	(86)	186%
<i>Total Village Clerk</i>	4,042	31,571	211,800	180,229	15%



Village of Estero
Budget Report-All Funds
For the Month Ending April 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>
Regular Salaries & Wages	23,814	191,377	381,800	190,423	50%
FICA Taxes	1,790	14,432	28,900	14,469	50%
Retirement Contributions	1,333	8,662	19,100	10,438	45%
Group Insurance	2,868	20,944	30,300	9,356	69%
Worker's Compensation	-	203	800	597	25%
Unemployment Compensation	84	656	1,100	444	60%
Accounting Services	3,150	12,156	20,000	7,844	61%
Auditing & Actuarial Services	-	8,700	50,000	41,300	17%
Travel and per Diem	-	858	-	(858)	0%
Books, Publications & Members	-	816	750	(66)	109%
<i>Total Finance</i>	33,038	258,805	532,750	273,945	49%
Regular Salaries & Wages	25,331	159,200	289,600	130,400	55%
FICA Taxes	2,044	11,738	23,200	11,462	51%
Retirement Contributions	2,916	19,545	45,200	25,655	43%
Group Insurance	5,116	38,425	82,000	43,575	47%
Worker's Compensation	-	2,240	6,400	4,160	35%
Unemployment Compensation	88	847	900	53	94%
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	99	3,634	10,000	6,366	36%
Training	119	317	600	283	53%
<i>Total Development Services</i>	35,712	250,439	710,900	460,461	35%
Cost Recovery-Wages	6,141	63,410	119,600	56,191	53%
Cost Recovery FICA Taxes	339	4,814	8,000	3,186	60%
Cost Recovery Worker's Comp	-	-	1,400	1,400	0%
Cost Recovery Unemploy Comp	-	-	300	300	0%
Cost Recovery Prof Services	-	1,800	15,000	13,200	12%
Planning & Zoning-Fixed Fee	26,603	112,204	350,000	237,796	32%
<i>Total Planning, Zoning and Development Review Services</i>	33,083	182,228	494,300	312,072	37%



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

	Current Month	2022-2023 Year to	2022-2023	2022-2023 Budget	2022-2023
	<u>Actual</u>	Date <u>Actual</u>	<u>Budget</u>	<u>Variance</u>	Year to Date <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	12	78	1,200	1,122	7%
<i>Total Code Compliance Services</i>	12	12,644	177,360	164,716	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	7,400	7,400	150,000	142,600	5%
NPDES Compliance	-	-	5,000	5,000	0%
Water Level & Quality Monitor	8,906	43,640	100,000	56,360	44%
Estero River Sediment Analysis	-	-	20,000	20,000	0%
Water & Sewer Expansion	(65,170)	773,978	-	(773,978)	0%
Community Monitoring	-	-	20,000	20,000	0%
Misc. Professional Services	3,500	3,500	-	(3,500)	0%
Miscellaneous Stormwater Maint	-	-	300,000	300,000	0%
Estero River Maintenance	-	989	-	(989)	0%
Reclaimed Water Study	2,565	16,669	-	(16,669)	0%
Miscellaneous Stormwater Maint	-	-	-	-	0%
Water Quality Joint Advocacy	-	5,000	5,000	-	100%
<i>Total Public Works/ Physical Environment</i>	(42,799)	851,176	600,000	(251,176)	142%



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

	Current Month	2022-2023 Year to	2022-2023	2022-2023 Budget	2022-2023
	<u>Actual</u>	Date <u>Actual</u>	<u>Budget</u>	<u>Variance</u>	Year to Date <u>Percentage</u>
Regular Salaries & Wages	-	-	301,300	301,300	0%
Public Works Wages	24,614	170,943	-	(170,943)	0%
FICA Taxes	1,826	12,431	22,000	9,569	57%
Retirement Contribution	1,331	8,873	20,600	11,727	43%
Group Insurance	3,792	29,001	44,900	15,899	65%
Worker's Compensation	-	3,441	8,700	5,259	40%
Unemployment Compensation	66	375	900	525	42%
Traffic Counts	1,940	1,940	16,500	14,560	12%
Misc Professional Services	11,918	81,728	60,000	(21,728)	136%
Misc Construction Services	-	3,937	60,000	56,063	7%
Bridge Maintenance	-	-	10,000	10,000	0%
Guardrail Maintenance	-	-	-	-	0%
Irrigation Maintenance	10,811	26,280	-	(26,280)	0%
Landscape Maintenance	5,915	18,500	152,500	134,000	12%
Minor Paving Services	-	41,760	-	(41,760)	0%
Mowing Maintenance	-	22,820	-	(22,820)	0%
Ditch Maintenance	29,022	124,671	-	(124,671)	0%
Sidewalk Maintenance	-	-	-	-	0%
Street Light Maintenance	-	15,265	50,000	34,735	31%
Street Sweeping Services	-	9,360	22,000	12,640	43%
Traffic Sign Maintenance	61,099	68,309	5,000	(63,309)	1366%
Traffic Signal Maintenance	1,318	3,955	6,000	2,045	66%
Right-of-Way Permit Review	2,225	6,305	20,000	13,695	32%
Railroad Maintenance	-	19,670	150,000	130,330	13%
Misc Landscape Projects	475	4,488	20,000	15,513	22%
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	21,095	141,041	333,000	191,959	42%
Estero Parkway Landscape Maint	34,429	242,482	486,500	244,018	50%
Roadway Striping	42,000	42,000	-	(42,000)	0%
Travel	197	3,586	5,000	1,414	72%
Communications	46	283	500	217	57%
Utilities	4,965	33,397	35,270	1,873	95%
Equipment & leases	255	1,785	2,500	715	71%
Street Light Insurance	-	6,429	16,500	10,072	39%
Operating Supplies	378	723	3,000	2,277	24%
Books, Publications & Members	-	800	1,500	700	53%
Training	-	369	2,000	1,631	18%
Total Public Works/ Transportation	259,716	1,147,370	2,136,170	988,800	54%



Village of Estero
Budget Report-All Funds
For the Month Ending April 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>
Webmaster Svcs & Maintenance	600	6,073	9,000	2,927	67%
Software Licensing	1,454	71,014	70,000	(1,014)	101%
Information Technology Svcs	14,218	72,248	120,000	47,752	60%
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>	16,272	149,335	339,000	189,665	44%
Lee Cty Law Enforcement	220	2,152	10,000	7,848	22%
<i>Total Law Enforcement/ Security</i>	220	2,152	10,000	7,848	22%
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	-	6,450	-	(6,450)	0%
YMCA Operating Agreement	5,295	173,914	63,000	(110,914)	276%
Utilities	341	3,129	6,000	2,871	52%
Equipment Rent & Leases	597	597	1,100	503	54%
Repairs & Maint	-	1,231	20,000	18,769	6%
<i>Total Parks & Recreation</i>	6,233	185,322	262,000	76,678	71%
Recruitment Services	-	11,492	-	(11,492)	0%
Lobbying Services	3,000	18,000	80,000	62,000	23%
State Administrative Fees	-	-	9,500	9,500	0%
Tax Collector Fees	-	-	3,750	3,750	0%
Audio Visual Services	2,756	11,716	20,000	8,284	59%
Misc Contractual Svcs	1,369	1,719	250,000	248,281	1%
Communications	1,121	3,227	5,000	1,773	65%
Freight & Postage	-	541	3,500	2,959	15%
Utilities	3,285	18,407	17,500	(907)	105%
Equipment Rental & Leases	1,014	5,423	10,000	4,577	54%
Office Lease-Corkscrew Palms	22,706	151,367	259,400	108,033	58%
Insurance	-	48,523	78,700	30,177	62%
Repairs & Maintenance	884	6,914	20,000	13,086	35%
Printing	-	83	1,500	1,417	6%
Bank Charges	135	207	-	(207)	0%
Contingency	-	-	104,200	104,200	0%
Office Supplies	553	3,996	6,500	2,504	61%
Operating Supplies	157	21,151	11,000	(10,151)	192%
Books Pub & Membership	253	798	2,000	1,202	40%
<i>Total General Government</i>	37,233	303,565	882,550	578,985	34%



Village of Estero
Budget Report-All Funds
For the Month Ending April 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 Svcs	-	64,601	-	(64,601)	0%
Disaster Preparedness Services	-	-	10,000	10,000	0%
Hurricane Debris Removal	29,209	6,952,800	-	(6,952,800)	0%
Hurricane Operating Supplies	-	9,065	-	(9,065)	0%
<i>Total Disaster Services</i>	29,209	7,026,466	10,000	(7,016,466)	70265%
Total Expenditures-General Fund	477,792	10,938,825	7,659,890	(3,278,935)	143%
Building Service Contract	126,208	646,474	897,500	251,026	72%
Building IT Contract Services	581	2,888	5,000	2,112	58%
Records Imaging Services	-	-	-	-	0%
Software Consultant	-	-	-	-	0%
Inkforce Software	1,275	7,650	15,800	8,150	48%
Communications	116	843	1,600	757	53%
Freight & Postage	-	72	500	428	14%
Utilities	611	2,147	3,000	853	72%
Equipment Lease	752	4,121	8,600	4,479	48%
Office Lease-Corkscrew Palms	4,651	31,003	53,100	22,097	58%
Repairs & Maintenance	180	1,168	3,000	1,832	39%
Credit Card Fees	2,626	15,912	38,600	22,688	41%
Office Supplies	210	1,397	2,100	703	67%
Operating Supplies	-	257	8,200	7,943	3%
Capital outlay	-	-	305,000	305,000	0%
Total Expenditures-Building Fee Fund	137,209	713,932	1,342,000	628,068	53%
Principal Payments	-	-	-	-	0%
Interest Expense	-	-	-	-	0%
Total Expenditures-Debt Service	-	-	-	-	0%



Village of Estero
Budget Report-All Funds
For the Month Ending April 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	(14,673)	22,854	-	(22,854)	0%
River Ranch Rd Improvements	36,701	187,905	5,675,350	5,487,445	3%
Corkscrew Rd Widening	54,633	343,365	5,441,000	5,097,635	6%
Bridge Maintenance	-	-	-	-	0%
Williams Rd Widening	-	5,250	867,500	862,250	1%
<i>Total Roadway Projects</i>	76,660	559,375	11,983,850	11,424,475	5%
Corkscrew Rd Signal-Puente Ln	-	-	-	-	0%
Williams Rd Intersection Improv	10,948	70,611	460,000	389,389	15%
Williams Rd High School Turn	-	-	-	-	0%
US41 Pelican Colony Signal	-	-	-	-	0%
<i>Total Intersection Improve Proj</i>	10,948	70,611	460,000	389,389	15%
Coconut Rd Crosswalks	-	-	177,800	177,800	0%
Williams Rd Bike/Sidewalks	33,169	116,967	2,914,150	2,797,183	4%
Intersect Safety Improv Study	-	-	110,000	110,000	0%
Sandy Ln Bike-Ped Improv	3,500	266,055	2,056,380	1,790,326	13%
Broadway E Shared Use Path	-	-	-	-	0%
Broadway W Bus Stop Improv	-	-	-	-	0%
<i>Total Bicycle & Ped Improv Proj</i>	36,669	383,022	5,258,330	4,875,308	7%
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	-	17,330	480,000	462,670	4%
Three Oaks Prkwy Monument Signs	-	4,200	420,000	415,800	1%
Via Coconut Pt Landscap Improv	5,822	4,167	-	(4,167)	0%
Ben Hill Griff Pkwy Landsc Imp	761	36,396	2,094,000	2,057,604	2%
I-75 Interchange Landscaping	-	-	100,000	100,000	0%
Williams Rd Landscape Improv	-	3,563	-	(3,563)	0%
<i>Total Landscaping & Beauti Proj</i>	6,584	82,155	3,634,000	3,551,845	2%
Park Capital Projects	-	-	-	-	0%
Estero on River Master Plan	-	56,769	252,000	195,232	23%
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	-	26,401	2,250,000	2,223,600	1%
Williams Road Property Improv	30,878	61,286	0	(61,286)	0%
<i>Total Parks & Recreation Proj</i>	30,878	144,455	8,202,000	8,057,545	2%



Village of Estero
Budget Report-All Funds
For the Month Ending April 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	1,199	11,736	1,964,250	1,952,514	1%
Package WWTP UEP Design & Perm	-	-	105,000	105,000	0%
Broadway W UEP Design & Permit	61,564	413,387	885,000	471,613	47%
Broadway E Design & Permitting	32,956	214,115	930,000	715,885	23%
Estero Rvr Sediment Removal	-	1,440	30,000	28,560	5%
UTL Expan - Estero Bay Village	-	-	-	-	0%
UTL Expan - Sunny Grove	-	-	-	-	0%
UTL Expan-Cypress Bend	-	-	-	-	0%
<i>Total Stormwater Projects</i>	95,718	640,678	3,914,250	3,273,572	16%
Land Purchase-Estero on River	-	13,875	-	(13,875)	0%
Williams Road Driving Range	-	-	-	-	0%
River Oaks Preserve Land	3,000	67,760	-	(67,760)	0%
<i>Total Land Acquisitions</i>	3,000	81,635	-	(81,635)	100%
 <i>Total Expenditures-Capital Project Fund</i>	260,456	1,961,931	33,452,430	31,490,499	6%
Misc Contracted Services	-	138,331	36,000	(102,331)	384%
Communications	-	280	-	(280)	0%
Utilities	184	1,172	3,700	2,528	32%
Equipment Leases & Rentals	-	-	900	900	0%
Repairs & Maintenance	-	370	10,000	9,630	4%
Credit Card Fees	2,006	5,429	2,200	(3,229)	247%
Operating Supplies	-	44	1,500	1,456	3%
<i>Total Expenditures-Driving Range Fund</i>	2,190	145,627	54,300	(91,327)	268%
 <i>Total Expenditures-All Funds</i>	877,647	13,760,315	42,508,620	28,748,305	32%
Gen Fd Trans to Debt Service	-	-	-	-	0%
Gen Fd Trans to Cap Projects	1,318,884	2,169,156	24,817,030	22,647,874	9%
Transfer to Driving Range Fund	-	-	-	-	0%
CIP Tran from Gas Tax-300-000	-	-	-	-	0%
CIP Tran from RdImp 300-990	(96,220)	(990,153)	-	990,153	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	96,220	990,153	-	(990,153)	0%
Park Imp Fee Tran to CIP-995	-	-	-	-	0%
<i>Total Expenditures and Other Financing Uses-All Funds</i>	2,196,532	15,929,470	67,325,650	51,396,180	24%
 <i>Excess Revenue over Expenditures</i>	3,008,338	3,043,576	(25,799,970)	28,843,546	-12%
Estimated Prior Year Surplus		50,256,115	50,256,115	-	
 Fund Balance		53,299,691	24,456,145	28,843,546	



Village of Estero
Budget Report-All Funds
For the Month Ending April 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	3,391,910	13,486,357	14,524,800	(1,038,443)	93%
Expenditures	477,792	10,938,825	7,659,890	(3,278,935)	143%
Operating Excess (deficit)	2,914,118	2,547,532	6,864,910	(4,317,378)	
Transfers out to Debt Service	-	-	-	-	0%
Transfers out to Capital Projects	(1,318,884)	(2,169,156)	(24,817,030)	22,647,874	9%
Transfer out to Driving Range	-	-	-	-	0%
Operating Excess (deficit)	1,595,234	378,376	(17,952,120)	18,330,496	
Building Fee Fund					
Revenues	126,211	730,013	1,102,000	(371,987)	66%
Expenditures	137,209	713,932	1,342,000	628,068	53%
Operating Excess (deficit)	(10,998)	16,081	(240,000)	256,081	
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	328,882	2,347,017	991,850	1,355,167	237%
Expenditures	260,456	1,961,931	33,452,430	31,490,499	6%
Operating Excess (deficit)	68,425	385,087	(32,460,580)	32,845,667	
Transfers in from Other Funds	1,318,884	2,169,156	24,817,030	(22,647,874)	9%
Operating Excess (deficit)	1,387,310	2,554,243	(7,643,550)	10,197,793	
Driving Range Fund					
Revenues	38,983	240,504	90,000	150,504	267%
Expenditures	2,190	145,627	54,300	(91,327)	0%
Operating Excess (deficit)	36,793	94,877	35,700	59,177	
Transfers in from Other Funds	-	-	-	-	0%
Operating Excess (deficit)	36,793	94,877	35,700	59,177	



Village of Estero
 Budget Report-All Funds
 For the Month Ending April 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		\$ 28,030,988			
Building Fee Fund		687,816			
Gas Tax Capital Projects		2,130,156			
Developer Contribution		64,937			
Road Impact Fees		10,644,441			
Community Park Impact Fees		108,736			
Regional Park Impact Fees		-			
Estero Park Entry Contribution		101,848			
Park Imp Fees		987,784			
Public Land Purchase		144,325			
Driving Range		181,345			
Total Available Funds		<u>\$ 43,082,376</u>			

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 7, 2023

Agenda Item:

Vieste, LLC Agreement

Motion to approve Vieste, LLC Agreement.

Background:

In December 2022 Council directed staff to explore the possibility of implementing a mixed-use development project using Village-owned properties on Williams Road. Vieste will be responsible for the execution, oversight, and assistance in executing a marketing process whereby the Village will seek qualified private sports, recreation, and entertainment providers for the Williams Road mixed-use development project. Vieste will provide oversight of the solicitation and procurement process, preparation of solicitation documents, negotiations with interested parties, production of definitive agreements and assisting the Village Manager and staff throughout the process. Staff has attached firm ownership disclosure of greater than 5% as recommended by the Village Attorney.

Description:

This will complete the contract with our Public/Private partnership.

Action Requested:

Motion to approve Vieste, LLC Agreement.

Financial Impact:

Proposed contract amount is \$28,000. Funding is available within the current fiscal year budget.

Prepared by: _____

Attachments:

1. Vieste, LLC Agreement

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 7, 2023

Agenda Item:

Vieste, LLC Agreement

Motion to approve Vieste, LLC Agreement.

Background:

In December 2022 Council directed staff to explore the possibility of implementing a mixed-use development project using Village-owned properties on Williams Road. Vieste will be responsible for the execution, oversight, and assistance in executing a marketing process whereby the Village will seek qualified private sports, recreation, and entertainment providers for the Williams Road mixed-use development project. Vieste will provide oversight of the solicitation and procurement process, preparation of solicitation documents, negotiations with interested parties, production of definitive agreements and assisting the Village Manager and staff throughout the process. Staff has attached firm ownership disclosure of greater than 5% as recommended by the Village Attorney.

Description:

This will complete the contract with our Public/Private partnership.

Action Requested:

Motion to approve Vieste, LLC Agreement.

Financial Impact:

Contract amount is \$28,000 monthly rate. Funding is available within the current fiscal year budget.

Prepared by: _____

Attachments:

1. Vieste, LLC Agreement

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 21, 2023

Agenda Item :

Grant Management Services – RFQ 2023-03

Motion to approve Village Staff's recommendation to select two firms, Hagerty Consulting and Anser Advisory Consulting, LLC to provide Grant Management Services to the Village of Estero.

Authorize the Village Manager to execute the attached contracts with Hagerty Consulting and Answer Advisory Consulting, LLC. to provide professional Grant Management Services for a one-year period at the rates listed in the contracts.

Authorize the Village Manager to renegotiate and execute the renewal of this contract for four additional one-year terms under the same terms and conditions, if doing so is in the best interest of the Village of Estero.

Background:

In response to Hurricane Ian and to help assist with recovery, the Village of Estero may have access to additional grant funding opportunities, including Community Development Block Grant – Disaster Recovery (CDBG-DR). To best position the Village for these funding opportunities, Village Staff is recommending the Village obtain the services of grant funding professionals.

Description:

A Request for Qualifications (RFQ) was proffered by the Village for the engagement of a firm to provide professional Grant Management Services. This process included the solicitation of letters of interest from firms and the ranking of submitting firms by an evaluation committee.

The Village of Estero advertised Grant Management Services RFQ 2023-03 on April 18, 2023, and received responses from three qualified firms (Hagerty Consulting, Anser Advisory Consulting, and Calvin Giordano & Associates) on May 9, 2023. Village Staff met to evaluate and rank the firms on May 25, 2023. All three firms were well qualified to perform the work. After discussion of each firm's qualifications, Village Staff ranked the firms as follows and recommended awarding contracts to the top two ranked firms:

Page 1 of 3

1. Hagerty Consulting
2. Anser Advisory Consulting
3. Calvin Giordano & Associates

Action Requested:

Motion to approve Village Staff's recommendation to select two firms, Hagerty Consulting and Anser Advisory Consulting, LLC to provide Grant Management Services to the Village of Estero.

Authorize the Village Manager to execute the attached contracts with Hagerty Consulting and Answer Advisory Consulting, LLC. to provide professional Grant Management Services for a one-year period at the rates listed in the contracts.

Authorize the Village Manager to renegotiate and execute the renewal of this contract for four additional one-year terms under the same terms and conditions, if doing so is in the best interest of the Village of Estero.

Process and Timeline:

This agenda item includes approval of the umbrella contract for grant management services. No work is approved under this contract, at this time.

Village Staff will work with selected firms to provide grant management services to the Village of Estero as they are needed.

Financial Impact:

There is no direct financial impact with this agenda item. Financial impacts will be identified with future task authorizations.

Prepared by: David Willems

Attachments:

1. May 25, 2023 Evaluation Meeting Minutes
2. RFQ Response – Hagerty Consulting, Inc.
3. RFQ Response – Anser Advisory Consulting, LLC
4. Contract - Hagerty Consulting, Inc.
5. Contract – Anser Advisory Consulting, LLC
6. Vendor Disclosure Form - Hagerty Consulting, Inc.

7. Vendor Disclosure Form – Anser Advisory Consulting, LLC

MEMORANDUM

To: PROJECT FILE, MINUTES OF MEETING
From: Purchasing
RE: **RFQ 2023-03 GRANT MANAGEMENT SERVICES
EVALUATION MEETING**

MEETING DATE: May 25, 2023 TIME: 11:00 AM

COMMITTEE MEMBERS: Steve Sarkozy, David Willems, Kevin Greenville

At 11:00 a.m. the Evaluation Committee meeting was called to order by Bob Franceschini, Procurement Manager. Introductions were put on the record by everyone in attendance. Meeting was then turned over to the Chair of the Committee, Steve Sarkozy.

The RFQs were discussed with the goal of evaluating and ranking them in descending order. The committee agreed that the responses from Hagerty and Anser were more focused and targeted on the services (assistance with CDBG and other similar grant opportunities) that the Village was requesting under this RFQ. Hagerty is known to the Village through their past work, and it was agreed that it would be beneficial to have a backup firm (Anser) for additional grant expertise. The committee elected to rank the firms as follows:

1. Hagerty
2. Anser
3. Calvin Giordano Associates

A motion to approve the ranking and to contract with Hagerty as the primary vendor and Anser as the secondary was made by David Willems and seconded by Kevin Greenville, and then called and carried with no further questions.

The meeting was adjourned at 11:45 a.m.

1. Company Information Grant Management Services

Village of Estero, Florida
Submitted by: Hagerty Consulting, Inc.

RFQ #2023-03
Due May 9, 2023 at 2:00PM EDT

PREPARED BY:
Hagerty Consulting, Inc.
1618 Orrington Ave, Suite 201
Evanston, IL 60201
847-492-8454

CONTACT:
Katie Freeman
Director of Operations
katie.freeman@hagertyconsulting.com
847-492-8454 x119



Table of Contents

1. Company Information Grant Management Services 1

2. Transmittal Letter 2

3. Firm Qualifications 3

 a. Proposed Organizational Structure3

 b. Summary of Firm’s Qualifications4

 c. Conflict of Interest Disclosure..... 11

4. Project Approach 12

 Grant Management Tasks 12

 Eligibility Tasks..... 16

 Allowability Tasks 18

 Engagement Management Tasks20

Additional Information: Cost Proposal 23

Required Forms..... 26

 Proposal Quote Form27

 Anti-Collusion Statement.....29

 Vendor Disclosure Form31

 Names and Addresses of Owners.....33

 Affidavit Certification35

 Public Entity Crime Form37

 Scrutinized Companies Certification.....40

 Certification Regarding Lobbying43

 Bidder Checklist45



*Helping clients prepare for, respond to,
and recover from disasters.*



2. Transmittal Letter

May 9, 2023

Bob Franceschini, CPM, CPPB

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

Subject: Hagerty Consulting, Inc's Response to the Request for Qualifications (RFQ) to provide Grant Management Services to the Village of Estero, Florida

Dear Mr. Franceschini and Members of the Evaluation Committee,

Hagerty Consulting, Inc. (Hagerty) is honored for the opportunity to present our qualifications to support the Village of Estero, Florida (the Village) for any and all grants management need, particularly those within the Community Development Block Grant (CDBG) program, focused on disaster recovery (-DR). Hagerty professionals have extensive experience supporting planning, mitigation, response, and recovery activities across the country and within the State of Florida and Lee County. Hagerty is well established in the State through our partnership with the Florida Division of Emergency Management (FDEM). Hagerty knows the Village and is fully prepared to support it. We believe we are the best contractor to support the Village through the securing of grant funding, processes of disbursement, and overall fund retention across project closeout and audits. In addition, we deeply understand the needs of communities like the Village and have experience working with staff and stakeholders in the region for a number of projects in the disaster recovery and grant management space.

In submitting this response, we confirm that Hagerty holds the required licenses, certifications, and registrations to complete the work in this RFQ in the State of Florida, Lee County, and the Village of Estero.

Should you have any questions regarding our proposal and services offerings, please do not hesitate to contact me.

Sincerely,

Katie Freeman

Director of Operations, Hagerty Consulting, Inc.

1618 Orrington Avenue, Suite 201, Evanston, IL 60201

katie.freeman@hagertyconsulting.com | Office: 847-492-8454 x119 | Mobile: 510-851-2664



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EVANSTON, IL 60201
847-492-8454

3. Firm Qualifications

Hagerty has all of the necessary qualifications to support this important effort, including a depth of knowledge in federal and state grant programs, a team with leadership based in Florida, and experience working with the Village and broader Lee County.

a. Proposed Organizational Structure

Hagerty specializes in providing solutions for our clients' most complex problems by analyzing existing policy, identifying options, and assisting to execute solutions. Structurally, Hagerty combines the capabilities of our internal Divisions – Preparedness, Response, Recovery, and Mitigation – to support our clients, including traditional emergency management staff augmentation in the emergency operations center, strategic advisory support through response/recovery task forces, mitigation application development and grant management, and overall cost recovery. **We call this the One Hagerty approach**, and it is a core philosophy that informs and drives how we support our clients. The Hagerty Project Management Team, led by Project Manager, Sage Hart, will collaborate with the Village to ensure the identification of cross-cutting issues, actions, needs, and innovation for grants management.

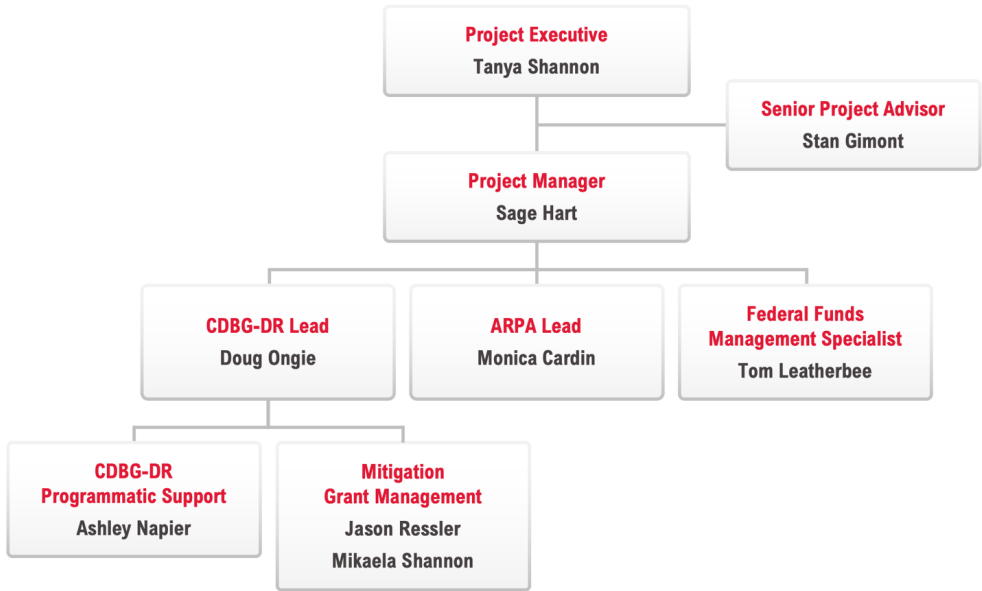
Hagerty has built our team to **(1)** provide dedicated recovery support to the Village; **(2)** ensure the Village has subject matter expertise and collaborative policy making through our relationships with Lee County, FDEM, the Federal Emergency Management Agency (FEMA), Florida Department of Economic Opportunity (DEO), and the United States (US) Department of Housing and Urban Development (HUD); and **(3)** tailored subject matter expertise based on the specific conditions experienced in the Village and Lee County more broadly. Our team includes expertise in municipal finance who are also experts in disaster recovery programs, allowing our team to rapidly assess and make recommendations to improve the Village's cash flow, including exploring Expedited Projects and federal programs, such as the Community Disaster Loan (CDL) Program to advance the Village's recovery and provide cash flow to enable activities to continue as the tax base is rebuilt. This team also includes the nation's leading subject matter experts in disaster housing who are actively collaborating with the Village, Lee County, FDEM, FEMA, DEO, and HUD to address the immediate issues resulting from Hurricane Ian and other disaster events.

Our proposed team to support the Village is detailed below:



Village of Estero, Grant Management Services
RFP #2023-03

Proposed Hagerty Project Team



b. Summary of Firm’s Qualifications

Hagerty is an emergency management and homeland security consulting firm dedicated to helping our clients prepare for and recover from disasters. Hagerty understands the full life cycle of emergency management and has provided support services to jurisdictions across the nation to address emerging issues in preparedness, prevention, mitigation, response, and recovery. This includes successful past performance in homeland security, disaster preparedness, emergency response, recovery, and continuity of operations services related to all hazards.

Our firm and background are deeply rooted in emergency management. Shortly after our founding, our professionals were asked to support New York City (NYC) and the World Trade Center to recover from the terrorist attacks of September 11, 2001. Hagerty has been providing emergency management and disaster response support to clients across the US for **over 20 years**. Currently, Hagerty staffs over **500 full-time employees** and has a **cadre of over 1,000 independent contractors**.



Village of Estero, Grant Management Services
RFP #2023-03

Hagerty has successful experience supporting the State of Florida, Lee County, and the Village of Estero

Hagerty is well established in the State of Florida – we have long-term relationships with communities across the State and with FDEM. Because of these relationships, we were called upon to support Miami-Dade County and the City of Surfside following the Champlain Towers Building Collapse; the City of Panama City following Hurricane Michael; and Lee County following Hurricane Ian. In addition, we are currently supporting hazard mitigation grant projects within the Village. Our extensive work across the State demonstrates Hagerty’s understanding of the unique geographic and community-based considerations; the emergency management response structures and capabilities of the State; as well as the state, local, county, and non-governmental partners that FDEM supports.

Hagerty’s Local Presence

Hagerty’s clients in Florida are supported from our office in Tallahassee and the more than **75** professionals we have working across the State.

Hagerty’s Past and Ongoing Support to Florida Clients



- | | |
|--|---|
| 1. 2004 Florida Hurricane Season Joint Field Office | 13. Bay Haven Charter Academy (Hurricane Michael) |
| 2. Collier County Recovery Support (Hurricane Irma) | 14. Girls, Inc. of Bay County Disaster Recovery Administrative Services (Hurricane Michael) |
| 3. Collier County After-Action Review (Hurricane Irma) | 15. CARES Inc. Cost Recovery (Hurricane Michael) |
| 4. Calhoun Liberty Hospital Disaster Recovery (Hurricane Michael and Novel Coronavirus [COVID-19]) | 16. Town of Davie Emergency Management Consulting (Recovery Training) |
| 5. Sarasota Memorial Hospital Disaster Recovery (Hurricane Irma) | |



Village of Estero, Grant Management Services
RFP #2023-03

6. Lee County/Southwest Florida Regional Evacuation Plan

7. Lee County Hazard Mitigation Plan Update, Pre-Disaster Recovery Plan, COVID-19 Cost Recovery, and Cost Recovery Plan

8. City of Panama City (Hurricane Michael)

9. Panama City Beach (Hurricane Michael)

10. Bay District Schools (Hurricane Michael)

11. Palm Bay Education Group (Hurricane Michael)

12. Panama City Housing Authority (Hurricane Michael)
17. Pinellas County Disaster Recovery Management (COVID-19 Fiscal Recovery Funds)

18. Leon County Recovery Support (Hurricane Michael and COVID-19 Cost Recovery)

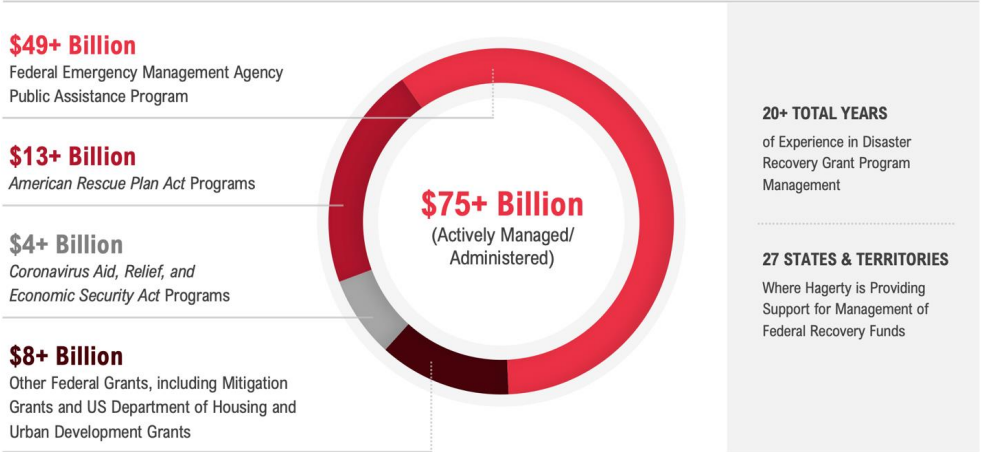
19. FDEM COVID-19 Response and Recovery Support; FDEM Michael 428 Policy Support

20. Miami-Dade County Disaster Cost Recovery Services (COVID-19, Irma, & Champlain Building Collapse Cost Recovery Support and After-Action Report)

21. Town of Surfside (Champlain Building Collapse Cost Recovery)

Hagerty’s expertise and capability is directly aligned to the specific needs of the Village. We have spent the past 20 years focused on supporting our clients in the identification and management of federal funds, as well as the design and implementation of federally funded programs. We have a track record of assessing and advising clients on new federal programs that emerge from new federal legislation. This includes support associated with several federal programs, such as Coronavirus State and Local Fiscal Recovery Funds under the *American Rescue Plan Act* (ARPA), Emergency Rental Assistance Program, Coronavirus Relief Funds, CDBG-DR and -Mitigation, and several programs under FEMA including Public Assistance (PA) and Hazard Mitigation Assistance (HMA). More recently, Hagerty has supported our clients as they begin to plan and prepare for hundreds of programs under the *Infrastructure Investment and Jobs Act* (IIJA) and the *Inflation Reduction Act*.

Hagerty’s Federal Funding Management Overview



Village of Estero, Grant Management Services
RFP #2023-03

Work Directly Supporting Lee County, Florida

In December 2019, Hagerty was awarded a contract to provide recovery support to Lee County on a standby basis. Recovery services include consulting, representation, assistance, and support monitoring Lee County's recovery efforts and compliance and reporting responsibilities to federal and state governments.

In June 2021, Lee County requested Hagerty support to develop a pre-disaster Long-Term Recovery Plan and Cost Recovery Plan to ensure the County effectively recovers from a Hurricane Michael-like event. Our support included the update and expansion of the County's Long-Term Community Disaster Recovery Plan and Cost Recovery Plan through a participatory process involving County departments, key external partners, and the development and provision of training to validate and socialized both plans. The Cost Recovery Plan developed by the County and Hagerty is now being touted by FDEM as the model for Florida Recovery Obligation Calculation (F-ROC) compliance. In March 2022, the County requested additional Hagerty support to manage the FEMA PA COVID-19 cost recovery process.

Hagerty has had personnel deployed to support Hurricane Ian response and recovery since September 26, 2022 when our consultants mobilized to the Lee County Emergency Operations Center (EOC). Hagerty worked side by side with County staff as Hurricane Ian made landfall causing catastrophic damage throughout southwest Florida. Hagerty quickly mobilized additional subject matter experts, with more support arriving every single day to support County departments, ensuring that they are implementing response and recovery best practices and documenting the costs in the format preferred by FEMA and FDEM. On Wednesday, October 5th, 2022, Hagerty coordinated FEMA PA Leadership to visit critical sites requiring expedited site inspections prior to demolition. This close coordination with FEMA and FDEM at the Lee County level benefits all of Hagerty's clients within the Hurricane Ian impacted areas where information shared with the County is immediately disseminated to all Project Managers so they may all operate at the same expedited timeline.

To date, the Hagerty team has submitted a Request for Public Assistance (RPA) and has submitted two Expedited Projects. To date, the County has been paid approximately **\$20 million** associated with projects developed in collaboration with the Hagerty team. This funding is critical; it amounts to FEMA advancing half the costs the County has incurred in the immediate aftermath of the disaster. Further, on Wednesday, October 5th, Hagerty coordinated FEMA PA Leadership to visit critical sites requiring expedited site inspections prior to demolition. Hagerty is in the process of submitting an additional \$30 million in projects to FEMA. These projects, which should be obligated in the coming weeks, will provide critical financial support to the County as they advance recovery.

Through our work with the County, Hagerty is experienced in the changes to the FEMA PA Program as enacted by the *Disaster Recovery Reform Act of 2018* (DRRA) – notably the building code and floodplain administration and management changes as enacted by Section 1206. This Section amends the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (Stafford Act) to provide financial assistance for



building code and floodplain administration and enforcement, including inspections for substantial damage compliance. For up to 180 days, this assistance provides an invaluable resource for the County, given the costs that will be incurred as a result of Hurricane Ian. It helps provide a bridge for the County, allowing the County to capture and claim the costs of staff surge and staff that are eligible under Section 1206. As needed, Hagerty is prepared to leverage our experience with DRRa and the Stafford Act within the County to support the Village.

County- and City-Level Grant Management Performance

Hagerty and our professionals have been at the forefront of developing and executing innovative recovery policies, methodologies, and tools in the aftermath of large-scale complex disasters. Concepts designed and executed for our clients have (1) been recognized as best practices in managing recovery funding; (2) directly influenced the implementation of new FEMA programs; and (3) served as the foundation for or have become federal policy. We lead the emergency management industry in innovation, which has been proven time and time again during disaster recovery operations. Further, our innovation and expertise span the whole of the recovery programs that will be brought to bear to support the Village.

The following provides an overview of the County- and City-level accomplishments and innovations of the Hagerty team in similar engagements sought in the RFQ.

Issue Area	Innovations and Accomplishments
Expedited Projects	Hagerty has already supported Lee County to develop an expedited Project Worksheet (PW) for Hurricane Ian. This PW, valued at \$12.6 million , supports the County's immediate needs associated with debris, security, and safety in hazardous areas, EOC operations, and other life safety issues.
Project Funding and Cash Flow	Over time, Hagerty supported the City of Panama City to address a multitude of issues that are focused on funding and cash flow. Hagerty assisted the City with securing a loan under the CDL Program valued at \$5 million which has now been forgiven. Further, Hagerty supported the City to receive a waiver of the City's 12.5 percent cost share on all FEMA projects, saving the City an estimated \$12.7 million . Hagerty also supported the City to leverage CDBG-DR match funding to cover the City's 25 percent cost share on all FEMA 404 Hazard Mitigation funded projects. This means FEMA and CDBG-DR are paying 100 percent of the \$63.5 million requested by the City to make critical infrastructure more resilient.

Village of Estero, Grant Management Services
RFP #2023-03

Issue Area	Innovations and Accomplishments
Speed of Project Support	In March 2020, Hagerty mobilized a team to support Miami-Dade County through their cost recovery for expenses incurred responding to COVID-19. Hagerty immediately mobilized an expert team to provide subject matter expertise as guidance was continuously issued and reissued by FEMA and as other funding streams came to be. By September 2021, Hagerty had secured reimbursement for Miami-Dade County for more costs than double the combined amount all other local government and non-profit subrecipients within the State of Florida had received to date (meaning actual reimbursement and payment to the County by the State, not just obligation by FEMA).
Flexible Recovery Programs	Since 2013, our professionals have supported a grant portfolio valued at more than \$15 billion across the FEMA PA Program, HMA Programs, and the CDBG-DR Program. Hagerty and NYC have partnered to maximize federal funding in creative ways, as evidenced by use of FEMA's Section 428 Public Assistance Alternative Procedures (PAAP) Program to fund an improved, more resilient Rockaway Boardwalk, a grant valued at \$480 million . This single project was among more than approximately \$5 billion in flexible PAAP funding secured by NYC.
Incorporation of Mitigation	While working with Montgomery County, Texas, Hagerty has supported multiple home buyout programs funded by the FEMA Flood Mitigation Assistance (FMA) Program and CDBG-DR Program. In January of 2022, through Hagerty's leadership, the County became the first in the State of Texas to purchase a buyout property under the CDBG-DR 2017 (Harvey) Program – more than four years after disaster.

Hagerty's expertise and innovation are underscored through our understanding of recovery programs in the State of Florida. Prior to Hurricane Ian, Hagerty was engaged by Lee County to support the development of a Cost Recovery Plan. Early in the planning process FDEM announced their new F-ROC initiative; FDEM stated they will be evaluating and assigning a F-ROC score all potential subrecipients (e.g., local governments and non-profits) and those subrecipients that have a Cost Recovery Plan will receive a higher F-ROC score. The F-ROC score will determine the percentage of dollars that will be released prior to FDEM's 100 percent audit, meaning a higher F-ROC score means more money reimbursed faster for the County. **In early Summer 2022, FDEM stated that Lee County's Cost Recovery Plan is the model for what they are looking for with the F-ROC process.** Hagerty is seeking to bring that same expertise to a local body like the Village.

City of Panama City Disaster Recovery Consulting and Grant Management

For more than three years, Hagerty has been a close partner on the City of Panama City's road to recovery from Hurricane Michael. The hurricane was the third-strongest hurricane to make landfall in the US, and the second strongest hurricane to hit the continental US. In six short hours, the Category 5 storm damaged or destroyed 98 percent of the City's infrastructure. More than 5.7 million cubic yards of debris covered City streets, costing the City \$94.6 million to remove.



In December 2018, the City selected Hagerty for disaster recovery services. These services include the development, management, and reimbursement of federal and state grants including FEMA PA, Hazard Mitigation 404 and 406, CDBG-DR, FMA, Building Resilient Infrastructure and Communities, Resilient Florida, and State Revolving Fund. In 2019, the City expanded their contract, asking Hagerty to provide experts in long-term recovery planning, economic development planning, unmet needs assessments, and housing recovery. **Today, with the help of Hagerty, the City has successfully secured over \$380 million in disaster grant funding to rebuild a stronger and more resilient City of Panama City.**

Hagerty's disaster recovery experts continue to be an instrumental part of assisting the City with disaster recovery. Since December 2018, Hagerty has led the City to achieve the following outcomes:

- » Identifying and correcting \$9.8 million in errors and omissions during the review of the FEMA created PA cost estimates;
- » Supporting the City to ensure the State of Florida covers the City's 12.5-percent cost share on all FEMA PA projects, saving the City nearly \$20 million;
- » Ensuring the reimbursement by FEMA of 98 percent of the City's debris removal cost;
- » Structuring recovery programs such that FEMA and CDBG-DR are paying 100 percent of the \$63.5 million requested by the City to make critical infrastructure more resilient;
- » Supporting the City to achieve a maximum award under the FEMA CDL Program, which was forgiven in 2021 due to compliance with all loan requirements;
- » Securing approximately \$60 million in CDBG-DR funding to replace underground infrastructure and improve exterior business facades throughout five of the City's historic business districts; and
- » Supporting the City to become the single largest recipient of CDBG-DR home buyout funding, receiving \$5 million to purchase more than a dozen repetitive flood homes.

City of Cape Coral Preparedness and Hurricane Ian Support

Hagerty was selected by Cape Coral in 2021 to support needs associated with disaster administration. For Hurricane Ian, the City of Cape Coral mobilized Hagerty consultants on Monday, September 26, 2022 to the City's EOC. Hagerty worked side by side with City staff as Hurricane Ian made landfall causing catastrophic damage throughout Cape Coral.

Hagerty quickly mobilized additional cost recovery subject matter experts and an Incident Management Team to provide additional recovery and response support to the City's EOC and internal departments. Cost recovery consultants have been ensuring that the City's implements cost recovery best practices and documents costs in the FEMA and FDEM PA preferred format. The Hagerty team has also submitted an RPA for the City and is currently working with FEMA to submit three Expedited Projects which will result in FEMA advancing half the costs the City has and anticipates incurring within the first 30 days of the disaster. Project Executive, Tanya Shannon, is also in close coordination with the FDEM and FEMA, ensuring they have visibility for the priorities of the City.



Village of Estero, Grant Management Services
RFP #2023-03

c. Conflict of Interest Disclosure

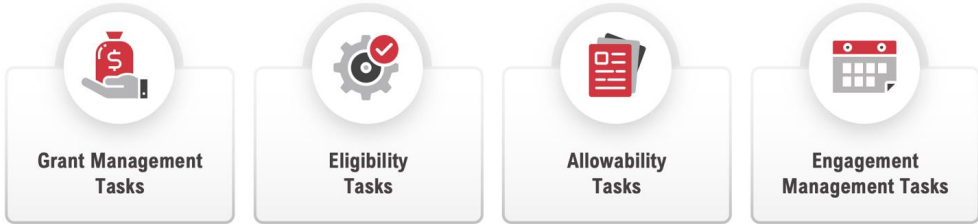
Hagerty does not currently have any real or perceived conflict of interests that would prevent us from providing support to the Village. Further details can be found in **Required Forms – Vendor Disclosure Form.**



4. Project Approach

Hagerty's approach to support the Village is based on our proven methods of supporting clients in disaster recovery and grant management throughout the State of Florida and broader US. **Hagerty knows activation of our services under this contract will have unique considerations, as no two disasters are alike, and the needs will vary.** Standardization of our approach across project management and key tasks associated with federal recovery programs will allow flexibility for the Hagerty team to meet the Village's evolving needs.

As presented in the RFQ, Hagerty will assist the Village across the following scope of services:



Hagerty will begin all work by establishing a Project Management Team (PMT) with the Village to support all activities. Activities will then be validated at a project kickoff meeting, where Hagerty and Village leadership will be able to discuss goals and approach to services. In accordance with the RFQ, Hagerty will provide the Village with services designed to help maximize grant funding, expedite the process, and retain funds during project closeout and audit.

Grant Management Tasks

Hagerty will provide overall Program and Grant Management services to the Village to expedite program delivery while maintaining compliance with applicable regulations.

Hagerty will support the Village with establishing and implementing policies and procedures to comply with all applicable HUD requirements, including those for labor, historic preservation, *Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, *Americans with Disabilities Act of 1990 (ADA)*, and requirements for affirmatively furthering fair housing. Within the first 90 days, Hagerty will develop program guides, policies, and standard operating procedures.

In order to support implementation, Hagerty will collaborate with the Village to identify the stakeholders who will support overall program design and execution. Given the uncertain nature of CDBG-DR allocations related to Hurricane Ian at this moment, Hagerty will also advocate on the Village's behalf as more granular allocation decisions are being made. Hagerty will engage Village and Lee County departments, develop an agenda, facilitate a working session, and develop minutes to track action items. Outcomes will inform policy

and program development, as well as the overall Compliance and Monitoring Plan (CMP) that will be implemented by the Hagerty team. At a minimum, the CMP will include:

- » Monitoring overview;
- » Monitoring compliance and procedures;
- » Levels of monitoring and audit (e.g., subrecipient audits, State audits, HUD Office of the Inspector General [OIG]);
- » Monitoring processes (e.g., risk assessments, desk reviews, technical assistance, and onsite monitoring);
- » Disaster Recovery Grant Reporting (DRGR) and system of record reporting; and,
- » subrecipient monitoring (e.g., schedule, reporting, and overall strategy for subrecipients).

Hagerty has successfully managed over \$75 billion in federal recovery grant funding, including over \$5 billion of HUD CDBG-DR funding. While this statistic alone makes Hagerty an industry leading financial recovery grants management firm, we also differentiate ourselves from the competition by supporting our clients to keep the funding they are allocated.



Coordination of Staff's Grant Reimbursement Process. Hagerty has found that embedding within the client structure is a best practice and we will work with the Village's finance leadership to the right size and scale appropriate resources as the project evolves. This will include any integration of financial components of monitoring visits. This coordination will serve as the underlying force behind all activities performed in the overall grants process.



Inputs to the Grants Management System and Related Documentation. Hagerty understands the full lifecycle of financial grant management from process design, workflows, compliance reviews, and reconciliation, to closeout and audit preparation/support. Based on our more than 20 years of federal grants management experience, our approach is to develop "closeout and audit ready" grants proactively and utilizing systems and processes to create and maintain a clear and accurate history and accounting for all projects and every penny, including direct alignment with all backup documentation which supports the accounting strings in the system of record. This approach provides audit ready grant packages that can withstand years or even decades between grant application development and final closeout or audit, as well as transition of all stakeholder personnel, administration changes, etc. Within these tasks, Hagerty is prepared to assist in all activities related to submission to the Grants Management Portal for the Village.

Our team of professionals will work with the Village to develop financial processes and systems for the Grants Management Portal to include:

- » Process workflow and roles and responsibilities for all stakeholders;
- » Integration with System of Record;
- » Milestone/deadline alerts and reminders;



- » Alignment of expenditures, receivables, and accruals across all grants and fiscal years; and,
- » Quality Assurance/Quality Control (QA/QC) of all financial reconciliations and closeouts.



Correspondence with Appropriate Agencies. In collaboration with the Village's agencies responsible for contracting, construction, and finances, Hagerty will map out a documentation process map in which documentation is collected where Hagerty can review the documentation prior to Request for Proposal (RFP) release, contract issuance, or invoice payment. Once the response period concludes and the Village transitions into recovery, Hagerty will begin implementing the use of Hagerty's customizable Disaster Financial Management System (DFMS).

In our experience, financial management systems to support recovery should be straightforward, effective, and integrated into current client processes and systems. To support this, Hagerty created our DFMS using the QuickBase® platform, which we can customize to better support the Village in order to track Village expenditures and grant funds. The success of the DFMS is exemplified, in one instance, by the City of New Orleans' use of the DFMS following the conclusion of Hagerty's work. Our team has deployed DFMS on every large recovery operation since it was developed, including current use by NYC to manage federal grant dollars following Hurricane Sandy.

DFMS can be populated by exports from the Village's general ledger ensuring Hagerty is prompted to identify documentation for every disaster event expenditure. DFMS is programed to produce data that is necessary to populate FEMA cost summaries for FEMA Project submission. Additionally, DFMS will be regularly synced with Grants Portal and Florida. Identified point people within the Village's various departments will be given access to DFMS, and upload documentation which will then be reviewed and sorted by Hagerty documentation specialists to be assigned to a given project or other funding stream. This includes invoices, contracts, procurement documentation, and all other documentation that will be needed to support grant applications.

During the preparedness activities, Hagerty will recommend that we review all inter-agency mutual aid agreements to identify any potential eligibility issues or clarification needed within the documents.

During activation, Hagerty will maintain awareness of utilized mutual aid agreements and support the Village in collecting all necessary documentation for reimbursement. Hagerty will review all charges and intra-state mutual aid requests for response activities to ensure language within the requests are compliant with State and federal guidelines and policies and will be eligible for reimbursement.



Coordination of Requests for Time Extensions. Hagerty is prepared to engage across a variety of Village departments and external agencies to ensure that all site inspections associated with reimbursement are fulfilled in accordance with state and federal program requirements. Our professionals may review grants (e.g., FEMA PA, CDBG-DR, HMA) and identify key issues to assess cost estimates, including the incorporation of code upgrades, hazard mitigation, and overall scope eligibility identification. These elements, while timely, may require time extensions from state and federal agencies to fully engage with stakeholders in the Village. Hagerty is prepared to make requests, as-needed, for time extensions for the Village to apply all necessary grant disbursements.

Hagerty has a track record of successful performance in the area of risk management, mitigating the risks associated with federal grant programs and delivering value-based recovery outcomes, particularly as they apply to program compliance and strategic management. Our experience has proven that pre-audit assessments limit adverse findings through the examination of compliance with procurement, environmental, and insurance requirements. Our team of professionals will provide a high-level strategic analysis and understanding of federally funded capital recovery contracts, which can be utilized to obtain the highest grant value for the Village, even through time extension requests.

Additional Tasks

Other Funding Options

Hagerty professionals are prepared to support the Village pursue other funding options for future projects, such as the various programs included in the IIJA. Each grant program requires its own specific application procedure, which Hagerty can fully explain should a separate task order be released to cover the additional tasks, we will follow the same project management approach shown below. We have successfully utilized this approach to support Lee County in preparedness and recovery activities.

Our Dynamic Approach to Project Management Supports Successful Project Execution and Cost Control



Eligibility Tasks

Hagerty proposes the following process to carry through all activity from application to award. Key tasks and considerations associated with the application management process are as follows, aligned to each critical step of the process:

- 
Pre-Application. Hagerty has learned through the management of over \$75 billion in federal grants, that eligibility assistance prior to application helps to ensure applicants submit compliant and responsive applications while increasing efficiencies through the communication of eligibility to program applicants, ensuring streamlined applications and reduced volume. During Pre-Application the Hagerty team, in coordination with Village staff, will establish the expected schedule and timeline for receiving applications, turnaround time for reviews, and the process for communicating with applicants to seek additional information and clarify inconsistencies.
- 
Public Comment. HUD requires significant public comment processes when CDBG and CDBG-DR programs are in development. As programs are being considered, Hagerty will ensure disclosure and public input, and build these time periods into the project plan. Hagerty will also gather project documentation to be published on the Village's website as required.
- 
Development of Project Worksheets. Hagerty has immense experience developing and distributing FEMA PWs for the purpose of assisting applicants and expediting the disbursement of grant funding. As part of the Eligibility Tasks, Hagerty will ensure that all PWs are developed in compliance with the FEMA Form 90-91 template while also relaying scopes of work that reflect clear and well-developed cost estimates and damage description and dimensions.
- 
Submission of Materials. With pre-application eligibility incorporated into the process, the application process becomes operational. Whether formally recognized in program guidelines or not, Hagerty also recognizes that project selection and underwriting usually takes place in two stages. At initial application, project reviews are inherently limited by the early-stage nature of the project's financing plan. Very few developers will apply for gap funding with all due diligence firmly in place (e.g., completed market studies, appraisals, permit ready plans and specs, firm construction pricing, etc.). This is due to the mutually contingent nature of the development process where each funding source conditions its commitment on the others, and where a developer reasonably needs preliminary commitments in place prior to making substantial investments in the professional services needed to finalize a development plan. As a result, the initial application review largely focuses on whether the developer and development team have sufficient capacity for the proposed project and whether the initial financial projections, taken largely at face value, are within industry norms and likely to bear out. Therefore, with most clients, Hagerty participates in the initial review of application materials and provides an initial report on

the relative pros/cons of each application, highlighting issues that may require special attention in the next stage.

5

Perform Threshold Review and Assessment of Funding Conflicts. The threshold review supports an analysis of completeness and correctness of all submitted applications. Once preliminary selections are made, developers will then assemble full due diligence packages, and in many cases, they will also use the preliminary local commitment to apply for other financing, which requires identification of other gap funding at the time of application. The Hagerty team will review the package to ensure that both the financial and technical review can be performed. As the other financing commitments are obtained and the proforma is updated based on firm pricing, a more complete underwriting evaluation will take place. At this stage, Hagerty will coordinate with the developer and other financing partners, usually “piggy backing” on market studies, appraisals, and third-party cost reviews being used by other lenders/investors – validating and documenting key financial assumptions underpinning the transaction. If the package is not complete and correct, it will be returned to the applicant and a TA session will be scheduled to review the missing component.

6

Assessment of Financial Components and Underwriting. With an approved threshold review, an underwriter will be assigned to the application to perform a financial assessment of the package. The underwriter will perform a stress test of the application package based on State criteria to ensure that, if accepted, the application will have all financial capacity to both start and be completed after receiving CDBG-DR funds.

7

Provide Technical Oversight and Oversee Negotiations. Once financial capacity is approved, a Hagerty CDBG-DR Project Manager will review the application to assess that the program meets all CDBG-DR Program criteria to include, but is not limited to, meeting County, state, and national objectives. These negotiations between Hagerty and relevant Agencies will culminate in documents that adequately reflect the subapplicant needs while complying with all objectives and regulations.

8

Execution of Agreements. With reviews completed, the Hagerty team will present the package to the Village with a recommendation to approve and award or reject and decline. If awarded, the Hagerty team will work with the Village to negotiate all terms and conditions for the agreement prior to execution.

With an executed agreement in place, the application moves from application management to project monitoring in alignment with Hagerty’s Monitoring, Auditing, and Oversight approach.

Allowability Tasks

An important part of program implementation will be preparing the Village for HUD monitoring. Monitoring and tracking activities are ongoing and establishing appropriate methods early in CDBG-DR Program Implementation is important to assure the overall success of cost recovery activities. The Hagerty approach will carefully mirror the HUD Monitoring Handbook (HUD Handbook 6509.2), follow procedures outlined by HUD for monitoring all CDBG and CDBG-DR activities, and apply our best practices in supporting other HUD Grantees in monitoring.

In addition, we will conduct an initial risk assessment of all grant recipients, including internal subgrantees and subrecipients, to determine program risk factors and financial management capacity. After determining risk, we will establish a schedule to regularly monitor risk and provide additional recovery assistance to build capacity. Monitoring visits with subgrantees and subrecipients will be recorded and documented so that these can be provided to the DED or HUD at any time.

Critical considerations for monitoring will ensure CDBG-DR funding is being drawn down in a timely fashion, which will create projections for future expenditures and ensure the program meets all applicable standards.



Hagerty's approach to Monitoring and Auditing the Village. As we monitor the Village's activities, our team will determine if impediments exist to meeting spending requirements, and whether waivers are necessary and appropriate.

In conjunction with the development of the Village's CMP, a monitoring schedule will be developed to enable the Village to communicate and plan for future audits. Hagerty has employed many strategies in compliance monitoring; based on the size of the grant received by the Village, Hagerty initially proposes a quarterly monitoring schedule. This will be subject to the outcomes of initial risk assessments submitted to the Village by the subrecipients.

Hagerty will establish CMP as a work stream in the program organization chart. These resources will be scaled as the overall CMP need is defined as programs are designed and requirements and capacity are defined at the subgrantee level. As part of our overall project plan, Hagerty will present the Village for review and approval a complete monitoring schedule of all CDBG-DR Programs, dates of when audits will be performed, type of audit performed (in person, desk, etc.), and necessary resources to conduct.

Hagerty's support will include potential audits from the following monitoring bodies:

- » Village-based monitoring
- » Internal Village monitoring
- » External monitoring and reporting of subrecipients
- » HUD monitoring
- » HUD OIG monitoring

Hagerty understands that the Federal Register Notices place a heightened emphasis on procedures to prevent waste, fraud, and abuse. As Hagerty collaborates with the Village in the development of supportive policies and procedures, Hagerty will ensure clear guidance and adherence associated with FEMA and HUD's requirements and support any additional activities that may arise.

2

Process of Monitoring for Compliance. As the activities for the Village are defined, Hagerty will introduce to the Village for review and approval our proven monitoring process for consideration. This process will include the following steps:

- » **Defining the Introductory Meeting:** Establish the goals and objectives of the audit/monitoring visit to the relevant audience, identify roles and responsibilities for all parties, identify the monitoring visit schedule and define potential outcomes from the visit.
- » **Conduct a Risk Assessment:** Hagerty will assist the Village in developing a risk assessment template and meeting format to evaluate the overall capacity of all subrecipients receiving CDBG-DR funds. This risk assessment will pinpoint areas where the Village will need to carefully monitor subrecipients' overall capacity and where areas would benefit from additional cost recovery support. Any gaps identified in the risk assessment process will be reviewed with both the Village and then the subgrantee for mitigation.
- » **Pre-Monitoring:** As the monitor prepares for the audit, it is critical to have as much background information on the party being monitored as possible. This due diligence gathering includes:
 - » Understanding the governing statutes, regulations, and official guidance;
 - » Reviewing and analyzing participant reports, available data, CDBG-DR files, audits and financial information, previous monitoring reports and issues; and,
 - » Obtaining other relevant information from knowledgeable CDBG-DR staff.
- » **Desk Review:** A desk review will assess subrecipient compliance with applicable HUD, CDBG-DR, contractual, and other federal requirements. In addition, the desk review may include an assessment of the subgrantee's performance based on program benchmarks and milestones. The desk review can assist with identifying potential problems early, preventing compliance violations, and helping improve performance. Hagerty will provide Monitoring Checklists to complete the desk review. These checklists may be modified to be program-specific (e.g., Infrastructure, Housing-Single, Housing-Multi).
- » **On Site Monitoring:** As necessary, the Hagerty team will assist the Village in performing on-site monitoring visits for at risk or highly complex projects/subrecipients. These visits will be conducted using the following format:

Village of Estero, Grant Management Services
RFP #2023-03

- » Notification Letter: letter issued to the party notifying them of the visit, what is needed to conduct the visit, when the visit will occur, the planned duration and intended outcomes.
- » Entrance Conference: the initial meeting with all relevant stakeholders to review the processes and timelines.
- » Assessment: the actual review of program documentation to include record keeping, financial management, procurement policies and procedures, payment request policies and procedures, reporting procedures, insurance and bonding, Minority and Woman-Owned Business Enterprise, and Section 3 utilization and reporting, project eligibility, project management, and performance.
- » Exit Conference: the conclusion of the site visit where timelines on the final report and any initial findings or additional information requests are outlined.
- » Monitoring Report: the final report issued to the subgrantee.

Engagement Management Tasks

Hagerty understands the need to plan before executing cost recovery operations. We anticipate many planning tasks associated with CDBG-DR implementation and are prepared to provide support to the Village if and when necessary. While ample planning will go into program design and policy development, the Hagerty team is prepared to assist the Village with one off/ad hoc planning and analysis to inform overall implementation and program operations. Our team, led by Project Executive Tanya Shannon, is ready to mobilize as needed to support the Village and the greater Lee County in any and all recovery operations.

Hagerty is aware of the Village's desire to rapidly launch its CDBG-DR funded programs given that Hurricane Ian impacted the region almost eight months ago. Hagerty understands the Village's imperative of being prepared to execute projects in 2023 and will focus planning efforts as necessary on delivering a programmatic implementation schedule that enables the Village to meet that goal. **To achieve this goal, Hagerty plans to assist the Village with the development of a Program Management Plan.** The plan will be driven by Hagerty best practices in engagement management, including the development of quick, comprehensive guidance to the Village based on engagements with leadership at the Village, County, state, and federal level.



Development of Flash Reports. As planning needs are identified, the Hagerty PMT will work with the Village to develop a selection process for all needs, driven by flash reports that contain the financial details of subrecipient applications. This process will enable the Village to quickly understand the planning request/need and the resources and timeline for potential execution. Thus, quick, and nimble decisions can be made on planning projects that don't negatively impact project timelines.





Attending and Leading Status Meetings. Hagerty will utilize our project management practices, such as the establishment of bi-weekly status meetings, to ensure program compliance and overall alignment with Village goals. Externally, Hagerty will attend meetings with FEMA and state leadership to ensure the grant program continues as planned.

Project management and quality control are important considerations for Hagerty in our support to the Village. Hagerty places an emphasis on sound management practices, transparency, assertive problem solving, and issue resolution in order to ensure our professionals meet the evolving needs of our clients. Tools leveraged to support project management include:

Project Management Tools and Tactics

Project Status Meetings	Weekly, bi-weekly, or monthly with the Village (frequency at the Village's discretion) and the stakeholder team to provide overall updates and seek feedback on key issues or decision points. Will include review of timeliness against plans.
Status Reports	Delivery of comprehensive weekly or bi-weekly reports detailing contract spend, specific staffing levels and weekly utilization, anticipated staffing needs or adjustments, issues, function specific accomplishments, and opportunities for improvement.
Disaster Financial Management System	Developed by Hagerty and maintained throughout the project to include cost tracking, document sharing, document storage, and overall project management. Includes an integrated project schedule shared with the stakeholder team.
Hagerty Operations Support	Utilization of Hagerty's Evanston-based Operations Team to support graphics, formatting, ensure Section 408 ADA compliance on public documents, and QA/QC. Our Operations Team can also provide style guides/document templates to ensure consistent formatting and presentation of client-ready documents.
Perfolio	Internal Hagerty management tool which tracks and allocates time associated with projects and specific tasks. Used to track consultant time on a weekly basis (with daily/hourly tracking) in support of budget and task management.



Preparation of Supporting Documentation. Throughout the process of applying our expertise in the Village, we will periodically provide as-needed documents, such as invoices, to support operations related to engagement. These documents will encompass the cost recovery activities and be usable by Village leadership to ensure total understanding of the process from start to finish.

Hagerty will support and participate in any planning activities conducted by the Village or its contracted vendors. As necessary Hagerty will follow our proven best practices in planning to establish goals and objectives, conduct necessary data analysis, and provide the Village with recommended courses of action.



Village of Estero, Grant Management Services
RFP #2023-03

Hagerty stands ready to assist the Village with any reasonable activity associated with planning that may arise during the process of determining engagement.



Additional Information: Cost Proposal

Per Addendum 2, issued on May 1, 2023, Hagerty is pleased to offer the Village our cost breakdown based on Federal labor categories. Hagerty offers these services on a time-and-materials basis. Labor will be billed on an hourly basis in alignment with the labor categories identified herein. Years of experience and educational requirements are interchangeable on a one-for-one basis. Our rates do not include:

- » Travel costs. Travel costs are typically billed to our clients in alignment with the US General Services Administration Federal Travel Regulations.
- » Other direct costs. Other direct costs may include printing and reproduction, facility rental, equipment rental, or refreshments. Other direct costs are identified at an open market rate specific to a project based on the scope of work requirements.

Hagerty offers base year pricing, as presented below. These rates will be held firm through the first year of the contract. For any option year, rates will increase based upon changes in the Consumer Price Index.

For each requested service, Hagerty will work with the Village on an appropriate Not-to-Exceed amount, which will be informed by the requested level of effort in addition to applicable management and administrative cost amounts authorized under the requested funding program. All labor and expense costs will be documented to maximize allowable reimbursement as management or administrative costs under the program.

Labor Category	Staff Qualifications	Hourly Rate
Project Executive	Experience of twelve or more years with an advanced degree or fifteen or more years with a bachelor's degree. Demonstrates senior experience in management consulting.	\$240.00
Senior Subject Matter Expert	Experience of fifteen or more years in a specific subject or industry, or ten years' experience and more than one specialized advanced degree.	\$260.00
Subject Matter Expert	Experience of twelve or more years in a specific subject or industry, or eight years' experience and more than one specialized advanced degree.	\$230.00
Senior Project Manager	Experience of eight or more years with an advanced degree, or ten or more years with a bachelor's degree.	\$210.00
Project Manager	Experience of five or more years with an advanced degree, or eight or more years with a bachelor's degree.	\$170.00
Engineer / Scientist III	Experience of eight or more years plus, at minimum, a college degree in a relevant field (e.g., engineering, biology, ecology, construction management).	\$210.00

Village of Estero, Grant Management Services
RFP #2023-03

Labor Category	Staff Qualifications	Hourly Rate
Senior Engineer / Planner / Analyst	Experience of five or more years plus, at minimum, a college degree in a relevant field (e.g., engineering, biology, ecology, construction management).	\$170.00
Engineer / Planner / Analyst	Experience of one or more years plus, at minimum, a college degree in a relevant field (e.g., engineering, biology, ecology, construction management).	\$115.00
Damage Assessment Estimator III	Experience of ten or more years plus, at minimum, a college degree in a relevant field (e.g., cost estimating, construction management).	\$220.00
Senior Damage Assessment Estimator	Experience of six or more years plus, at minimum, a college degree in a relevant field (e.g., cost estimating, construction management).	\$185.00
Damage Assessment Estimator	Experience of one or more years plus, at minimum, a college degree in a relevant field (e.g., cost estimating, construction management).	\$140.00
Financial Management Specialist III	Experience of ten or more years plus, at minimum, a college degree in a relevant field (e.g., accounting, management, finance, information technology).	\$210.00
Senior Financial Management Specialist	Experience of five or more years plus, at minimum, a college degree in a relevant field (e.g., accounting, management, finance, information technology).	\$170.00
Financial Management Specialist	Experience of one or more years plus, at minimum, a college degree in a relevant field (e.g., accounting, management, finance, information technology).	\$115.00
Grant Management Specialist III	Experience of eight or more years with a bachelor's degree, or three or more years with an advanced degree.	\$200.00
Senior Grant Management Specialist	Experience of four or more years plus, at minimum, a college degree in a relevant field (e.g., accounting, management, finance).	\$150.00
Grant Management Specialist	Experience of one or more years plus, at minimum, a college degree in a relevant field (e.g., accounting, management, finance).	\$120.00
Recovery Consultant IV	Experience of eight or more years with a bachelor's degree, or six or more years with an advanced degree.	\$200.00
Recovery Consultant III	Experience of five or more years with a bachelor's degree, or three or more years with an advanced degree.	\$180.00
Recovery Consultant II	Experience of three or more years with a bachelor's degree, or one or more years with an advanced degree.	\$155.00
Recovery Consultant I	Minimum college degree.	\$110.00



Village of Estero, Grant Management Services
RFP #2023-03

Labor Category	Staff Qualifications	Hourly Rate
Analyst	Experience of less than two years with a college degree.	\$105.00
Senior Administrator	Experience of two or more years with no college degree required.	\$90.00
Administrative Assistant	No college degree required.	\$70.00



Village of Estero, Grant Management Services
RFP #2023-03

Required Forms

Village of Estero, Grant Management Services
RFP #2023-03

Proposal Quote Form



RFQ No.: RFQ 2023-03

VILLAGE OF ESTERO, FLORIDA
PROPOSAL QUOTE FORM
FOR
GRANT MANAGEMENT SERVICES

DATE SUBMITTED: May 8, 2023

VENDOR NAME: Hagerty Consulting, Inc.

TO: The Village of Estero
Estero, Florida

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

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

The undersigned acknowledges receipt of Addenda numbers: 1 (issued April 24); 2 (issued May 1)

TO BE STARTED IMMEDIATELY AFTER RECEIPT OF NOTICE TO PROCEED.

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

Are there any modifications to the proposal or specifications:

YES _____ NO X _____

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

MODIFICATIONS:

Village of Estero, Grant Management Services
RFP #2023-03

Anti-Collusion Statement



RFQ No.: RFQ 2023-03

ANTI-COLLUSION STATEMENT

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

FIRM NAME Hagerty Consulting, Inc.

BY (Printed): Katherine G. Freeman

BY (Signature): 

TITLE: Director of Operations

FEDERAL ID # OR S.S.# 37-1431085

ADDRESS: 1618 Orrington Avenue, Suite 201

Evanston, Illinois 60201

PHONE NO.: 847-492-8454 x119

FAX NO.: 847-859-1710

CELLULAR PHONE NO.: 510-851-2664

E-MAIL ADDRESS: katie.freeman@hagertyconsulting.com

Village of Estero, Grant Management Services
RFP #2023-03

Vendor Disclosure Form



RFQ No.: RFQ 2023-03

VILLAGE OF ESTERO, FLORIDA VENDOR DISCLOSURE FORM

Project No.: 2023-03Project Name: Grant Management Services

Please check as appropriate:

☒

Steve Hagerty is

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

The company is not publicly held.

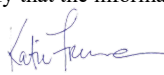
The names and addresses of the owners having a greater than 5% interest is attached.

☐

The company is publicly held.

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

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

Signed: 

Vendor

Printed Name Katherine G. Freeman, Director of OperationsCompany Name: Hagerty Consulting, Inc.Date: 5/9/2023

Village of Estero, Grant Management Services
RFP #2023-03

Names and Addresses of Owners



RFQ No.: RFQ 2023-03

NAMES & ADDRESSES OF OWNERS

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

Owner/President: Steve Hagerty, 6 Milburn Place, Evanston, IL 60201

Village of Estero, Grant Management Services
RFP #2023-03

Affidavit Certification



RFQ No.: RFQ 2023-03

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWSSOLICITATION NO.: 2023-03PROJECT NAME: Grant Management Services

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

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

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

Company Name: Hagerty Consulting, Inc.


Director of Operations

5/2/2023

Signature

Title

Date

STATE OF IllinoisCOUNTY OF Cook

The foregoing instrument was signed and acknowledged before me this 2 day of May 2023, by Katherine G. Freeman who has produced

(Print or Type Name)

IL R655-9078-3775 as identification. (Driver's License)

(Type of Identification and Number)



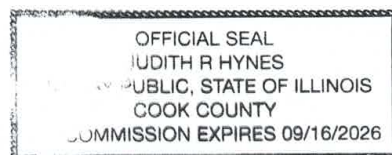
Notary Public Signature

JUDITH R. HYNES

Printed Name of Notary Public

September 16, 2026

Notary Commission Number/Expiration



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

Village of Estero, Grant Management Services
RFP #2023-03

Public Entity Crime Form



RFQ No.: RFQ 2023-03

PUBLIC ENTITY CRIME FORM

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

1. This sworn statement is submitted to The Village of Estero, Florida
(Print name of the public entity)
by Katherine G. Freeman, Director of Operations
(Print individual's name and title)
for Hagerty Consulting, Inc.
(Print name of entity submitting sworn statement)
whose business address is 1618 Orrington Avenue, Suite 201, Evanston, IL 60201
(If applicable) its Federal Employer Identification Number (FEIN) is 37-1431085
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
On the attached sheet.) Required as per IRS Form W-9.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime:
or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

RFQ No.: RFQ 2023-03

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

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

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

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

Katherine G. Freeman
(Signature)

5/2/2023
(Date)

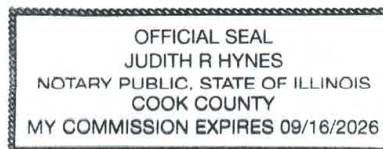
STATE OF Illinois
COUNTY OF Cook

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Katherine G. Freeman
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 2nd day of May, 2023

[Signature]
(NOTARY PUBLIC)

My Commission Expires: September 16, 2026



Village of Estero, Grant Management Services
RFP #2023-03

Scrutinized Companies Certification



RFQ No.: RFQ 2023-03

Scrutinized Companies Certification

1. This sworn statement is submitted with a bid, proposal, contract, or contract renewal 2023-03
_____, for Grant Management Services
number _____ [Project name] **Project or contract**
2. This sworn statement is submitted by Hagerty Consulting, Inc. whose
[Name of entity submitting sworn statement]
 business address is 1618 Orrington Avenue, Suite 201, Evanston, IL 60201.
3. Federal Employer Identification Number (FEIN) is 37-1431085 (or
 if the entity has no FEIN, include the Social Security Number of the individual signing this sworn
 statement).
4. My name is Katherine G. Freeman and my relationship to the
 above is: [Please print name of individual signing]
Director of Operations

5. Based on information and belief, the certification, which I have marked below, is true in relation to the
 entity submitting this sworn statement as required by §287.135, Florida Statutes.

☒ **Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any
 amount)**

- ☒ The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott
 Israel List nor is it engaged in a boycott of Israel.
☐ The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel
 List or is actively engaged in a boycott of Israel..

☐ **Scrutinized Companies with Activities in Sudan List (bid, proposal or contract renewal for \$1
 Million or more)**

- ☒ The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in
 Sudan List.
☐ The entity submitting this sworn statement is on the Scrutinized Companies with Activities in
 Sudan List.

☐ **Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (bid, proposal
 or contract renewal for \$1 Million or more)**

- ☒ The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in
 the Iran Petroleum Energy Sector List.
☐ The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the
 Iran Petroleum Energy Sector List.

☐ **Business Operations in Cuba or Syria (bid, proposal or contract renewal for \$1 Million or
 more)**

- ☒ The entity submitting this sworn statement does not have business operations in Cuba or Syria.
☐ The entity submitting this sworn statement does have business operations in Cuba or Syria.

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

RFQ No.: RFQ 2023-03

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

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

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


AFFIANT

Katherine G. Freeman
Typed Name of AFFIANT

Director of Operations
Title

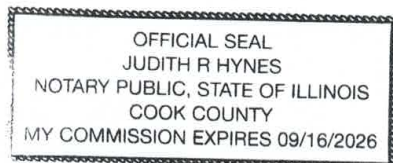
STATE OF Illinois

COUNTY OF Cook

The foregoing instrument was executed before me this 2 day of May, 2023,
by Katherine G. Freeman as Director of Operations of
Hagerty Consulting, Inc., who personally swore or affirmed
that he/she is authorized to execute this document and thereby bind the Corporation, and who is
personally known to me OR has produced _____
as identification.


NOTARY PUBLIC, State of ILLINOIS

(stamp)



Village of Estero, Grant Management Services
RFP #2023-03

Certification Regarding Lobbying



RFQ No.: RFQ 2023-03

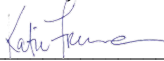
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Hagerty Consulting, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

By: 

Name: Katherine G. Freeman

Title: Director of Operations

Date: 5/9/2023

Village of Estero, Grant Management Services
RFP #2023-03

Bidder Checklist



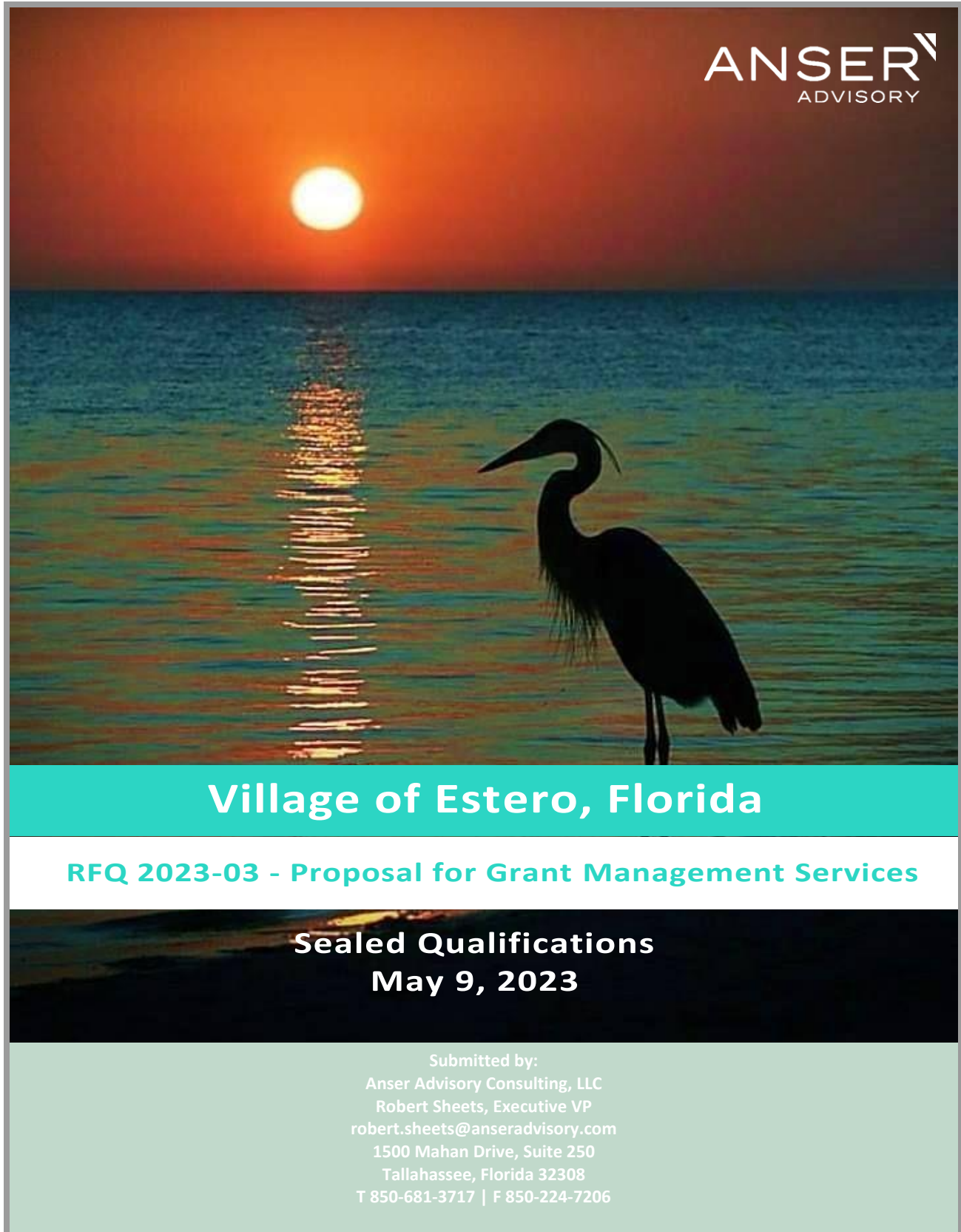
RFQ No.: RFQ 2023-03

VILLAGE OF ESTERO - BIDDERS CHECK LIST

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

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

Company Name and Address:
Hagerty Consulting, Inc.
1618 Orrington Avenue, Suite 201, Evanston, IL 60201



ANSER[®]
ADVISORY

Village of Estero, Florida

RFQ 2023-03 - Proposal for Grant Management Services

**Sealed Qualifications
May 9, 2023**

Submitted by:
Anser Advisory Consulting, LLC
Robert Sheets, Executive VP
robert.sheets@anseradvisory.com
1500 Mahan Drive, Suite 250
Tallahassee, Florida 32308
T 850-681-3717 | F 850-224-7206

May 9, 2023



Village Manager's Office
Village of Estero
9401 Corkscrew Palms Circle #101
Estero, FL 33928

RE: Request for Qualifications for Grant Management Services

To the Selection Committee:

Anser Advisory Company is pleased to submit our response to the Village of Estero (the Village) Request for Quote for Grant Management Services. We have brought together a team of highly experienced and seasoned professionals that bring strategy and management consulting services to clients like the Village of Estero to best leverage this significant opportunity to affect meaningful short-term recovery outcomes as well as long-term growth. In our response to the RFQ, we have demonstrated our Team's capabilities, capacity, and direct relevant experience to provide meaningful and value-added services to the Village.

Since **1996**, Anser has served hundreds of counties and cities. We have demonstrated our collaborative approach to client services through the successful delivery of projects and our desire to exceed your expectations. We have supported various recovery efforts for public sector clients (ARPA, CARES, FEMA, American Reinvestment & Recovery Act, CDBG, SHIP, Economic Development, and Broadband). Our approach to grants management builds upon the Village's progress to date. It melds the Village's critical aspects of grants compliance and program management, a targeted approach to stakeholder engagement, needs assessment (including eligibility review), proactive planning regarding grant expenditures, and disbursement of funds. We will also help to augment and support Village staff through the administrative burden of managing the Village's grant programs. We are currently assisting over 30 local governments with similar work requested by the Village, including twenty in the State of Florida alone, including:

- Jefferson County, Florida
- Taylor County, Florida
- Wakulla County, Florida
- Highlands County, Florida
- City of Deerfield Beach, Florida
- City of Dania Beach, Florida
- City of North Lauderdale, Florida

We will "hit the ground running" and do not require "learning as we go." We will leverage our current grants management tools, templates, and experiences to serve the Village of Estero effectively. Having successfully delivered these services across disaster relief, grant management, program management, auditing, compliance advisory, and programming for capital and social programs, we are ready to start immediately and positively impact the Village's strategy of maximizing the benefits of the federal and state funding while minimizing the risks of federal clawbacks.

We believe the relevant experience in our response aligns with the Village's requests. We have overseen and delivered billions of dollars' worth of capital projects and financial compliance services. We understand the imperatives around federal compliance to avoid clawback, the nuance of working with public infrastructure and social programs, and how those projects can be best set up for success. We would be proud to serve the Village and these critical community investments.



Village of Estero, Florida

Request for Proposals for Grant Management Services

i

In our proposal, we have highlighted a few of our proposed Team's prior accomplishments, including:

- Recommendation and assistance in implementing program enhancements, program staffing needs, or service alternatives.
- Helping hundreds of government policymakers and managers with improving their respective agency's management, organizational structure, and operations.
- Experience servicing government clients and provided executive leadership with objectivity and knowledgeable insights to make informed decisions.
- Over 100 years of collective Team experience, specifically providing grant management, project administration, grant optimization, and revenue maximization studies. We have worked with over 200 local government clients nationally; and
- Management of comprehensive stakeholder engagement and communication plans for several billion dollars' worth of capital improvement plans.

At our core, we are a diverse team comprised of certified accounting professionals (CPAs), attorneys, grant managers, project managers, pre-construction advisors, engineers, architects, and other specialist subject matter experts. We are each individually and collectively experts in supporting public clients, navigating competing interests within project environments, and driving productive efforts towards the strategic goals of and for our clients. This means that administrative and management services delivered by the Team are equally attuned to the needs of the Village.

Our extensive knowledge of the ARPA Final Rule, the Infrastructure Investment and Jobs Act (IIJA), available broadband funding, Community Development Block Grant (CDBG) funding, and other State grant programs allows us to understand that there is plenty of work to be completed to position the Village for timely success for existing projects. Our ties throughout the State of Florida and other states are strong. Our mission is to provide high-quality services to help the communities we live in to utilize the Federal and State grants to deliver benefits to the community.

Anser Advisory possess all licenses, registrations, and certifications required to provide the requested services in the State of Florida, Lee County, and the Village of Estero. We sincerely appreciate your consideration, and we look forward to furthering this initiative with you. Should you have any questions or concerns, please do not hesitate to contact **Robert Sheets at 850-681-3717**

Sincerely,



Robert Sheets

Executive Vice President

1500 Mahan Dr, Suite 250

Tallahassee, FL 32308

Robert.Sheets@anseradvisory.com

850.681.3717



Village of Estero, Florida

Request for Proposals for Grant Management Services

ii

Table of Contents

Cover Letter 1

Services Requested 7

Our Experience 8

References 17

Grant Management Approach for Federal and State Funding..... 18

Eligibility 20

Allowability 20

Engagement Management 22

Cost Proposal 26

Proposed Organizational Structure for the Project

Proposed Organization Chart

We have been providing a full spectrum of Grants Management services from inception to close out for over 25 years – specifically, services funded by Federal Emergency Management Agency Public Assistance (FEMA PA), U.S. Treasury, and Community Development Block Grant Disaster Recovery (CDBG-DR) programs. Additional personnel will be utilized throughout the duration of the engagement and based on the Village's specific needs. We have the right resources and Federal and State grant experience when you need them. We have included the resumes for our leadership team, to further demonstrate the experience we bring to the communities we serve.



Members of the teams are experienced in:

- ARPA, CARES, CDBG, SHIP and Other Federal/State Grants Management programs
- Developing standard applications and approval processes
- Creating and implementing online application process
- Application support for individual, small business, and non-profits
- Evaluating requests and recommending funding options for the Village's consideration
- Submission of Federal/State Reporting, program monitoring, Quality Assurance

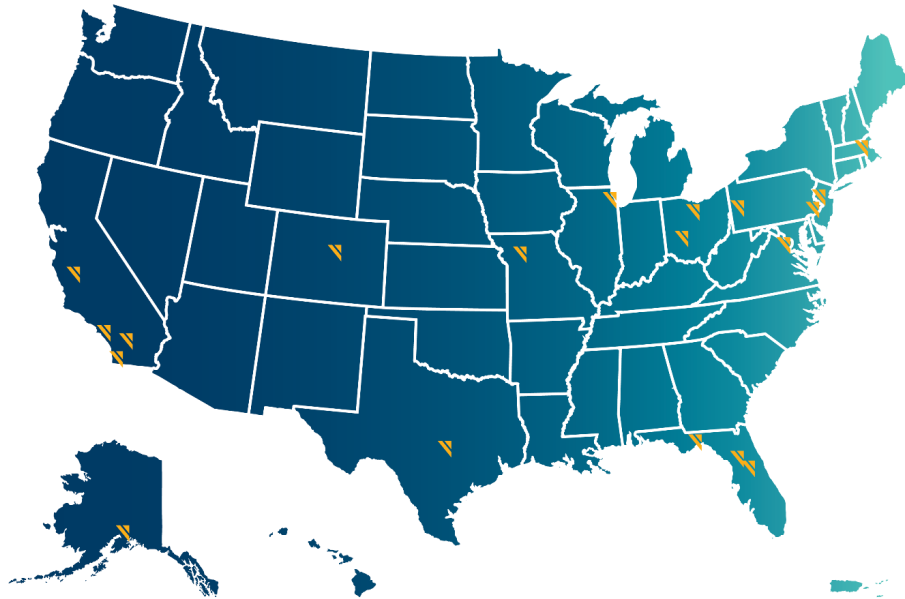
This team will help the County execute on its vision of developing opportunities for programs through:

- Prioritization of Village initiatives
- Research into available grant programs
- Regional grant coordination
- Developing a timeline for the distribution of funds
- Analyzing project compliance risk through our proprietary tool
- Grant writing and administration
- Development of audit ready packages for all grant programs

Summary of Our Firm's Qualifications

Team to Serve the Village of Estero

Anser Advisory is a national program management and advisory firm that provides high-quality solutions to our client's challenges. Our services begin with strategic organizational planning and continue by managing each project's execution and compliance. With a diverse client base, our team is adept at adding value to early program development through creativity and critical thinking. We dive into projects at any development cycle phase, with a crucial focus on driving value and maximizing accountability. We are unconventional as a firm because we believe in honoring old-school traditions while leveraging new-school methods. This is our value proposition to you.



We deliver upon this value proposition by bringing world-class people together in a nationally recognized Great Place to Work™ with the management and technology infrastructure to continually offer clients deep expertise, sector-specific experience, and rapid deployment of project resources.

Our business is structured around three main service lines, each of which will be brought together for this assignment, leveraging relevant Anser resources from across the board:

- ▼ **Advisory:** including organizational development, change management, program controls, estimating, alternative delivery, and finance, including public-private partnership expertise, assurance, and auditing.
- ▼ **Strategy, Grants, and Compliance:** Pre-award, award, and post-award grant management services inclusive of research, estimating, grant writing, contract review and negotiation, reimbursement requests submissions, reporting, tracking, and monitoring and any audit support as needed, *and*
- ▼ **Management:** program and project management, construction manager-agency services, and complete owner's representative roles.



Village of Estero, Florida

Request for Proposals for Grant Management Services

Our Team's diverse experience brings a full suite of complementary skills to the Village. We have structured our project team with our most experienced resources to provide the Village with immediate access to the best possible technical expertise and a "one-stop" approach for grant services. Our Team includes team members from the following:

In November 2021, Anser acquired Government Services Group, a Florida-based company that provides various services, including ARPA Grants management, disaster recovery, grant management, construction management, capital project administration, and program administration. Anser supports its clients with expertise in ARPA, FEMA, and CDBG-DR eligibility determination; project management; appeals preparation; grant management; financial recovery; financial and project progress reporting; grant monitoring and compliance; grant closure and audit preparation, defense, and appeals. Anser specializes in management support services in capital program management, water/wastewater utility operations, capital financing, bond issue compliance, contractual performance oversight, financial administration, full-service governmental accounting, utility customer service, billing services, and city and county property services. Anser has delivered value-added Non-Ad Valorem Assessment services to various Florida clients since 1996. We have demonstrated our approach to client services, collaborative process, and desire to exceed your expectations.

We operate nationally from offices in 13 states with a diverse and talented staff of over 1,200 professionals nationwide. Our expertise is derived from the project and program managers, management consultants, estimators, schedulers, financial analysts, procurement specialists, grant managers, system configuration specialists, architects, engineers, construction managers, certified professional accountants, and construction auditors who represent the Anser brand.

Our Team's diverse experience brings a full suite of complementary skills to the Village as we have structured our project team with our most experienced resources. This provides the Village with immediate access to industry-leading technical expertise and a "one-stop" approach for grant program development, implementation, compliance, and reporting, including grant management and administration services.



Village of Estero, Florida

Request for Proposals for Grant Management Services

Services Requested

We understand that the Village of Estero is seeking to obtain services from a firm experienced in Federal and State funding. We also recognize the importance of transparency and thoroughness throughout this process. Our team is here to provide top-tier compliance, federal funding, state funding, and grant administration services for the Village's current and future grant opportunities for compliance, administration, and programs. A successful project entails having the right staff – right when you need them. We are proud of the accomplishments our team has provided our clients, and we are confident that we can successfully deliver the services requested by the Village.

Grants Management Experience	Anser
Provide overall management of the entire grant process	●
Provide general grant advice	●
Coordinate Village staff's grant reimbursement process	●
Grant portal input, document development and management	●
Prepare draft correspondence to Agencies	●
Help coordinate Requests for Time Extensions	●
Provide other grant assistance	●
Eligibility Experience	Anser
Review eligibility issues, and work with the Village to develop justifications for presentations	●
grant issuing Agencies	●
Attend meetings with the Agencies to negotiate individual projects, as needed	●
Assist the Village with compiling and summarizing documents required for Grant submittals	●
Assist the Village with preparing Project Worksheets	●
Assist in determining grant eligibility	●
Work with the Village to resolve any disputes that may arise	●
Address issues related to inter-agency funding conflicts	●
Assist to strategize and write appeals	●
Assist with finalizing preparations for final inspections and audits, and participate in exit conferences with agencies	●
Allowability Experience	Anser
Assist Village in developing approach to filing and tracking costs	●
Review contracts and purchasing documentation	●
Review documentation prepared to date	●
Assist in capturing and summarizing eligible costs	●
Allowability Experience	Anser
Prepare program management plan	●
Prepare Flash Reports	●
Attend status meetings	●
Prepare invoices and supporting documentation	●



Village of Estero, Florida

Request for Proposals for Grant Management Services

Our Experience

Our Team has considerable experience in evaluating local governments. Each client brings unique and dynamic characteristics and provides options for reviewing and funding its vital local government services. Our Team has delivered similar services to clients with capital programs covering various program sizes. Our Solutions, as illustrated below, are tailored around five critical areas:

- Strategy,
- Sourcing & Writing
- Administration
- Management, and
- Close-out



We believe that the combination of our firm-level specific grant experience and the hands-on experience of our personnel allow our Team to develop enhanced solution-based strategies to address the Village’s diverse governance and stakeholder hurdles. As such, our Team combines and offers the best options, alternatives, and innovative solutions, particularly related to government funding management, project management, grant monitoring, reporting, and compliance. The chart below illustrates the collective experiences of the team members assigned to this project. For ease of presentation, the experiences have been aggregated and shown at the firm level.

Community Development Block Grants (CDBG)

Anser has provided grant management and administration for CDBG funding opportunities for local governments throughout the state of Florida for over 15 years, including:

- Alachua County, FL
- Charlotte County, FL
- Desoto County, FL
- Dixie County, FL
- Gadsden County, FL
- Levy County, FL
- Madison County, FL
- Monroe County, FL
- Taylor County, FL
- Jefferson County, FL
- St. Lucie County, FL
- Citrus County, FL
- Wakulla County, FL
- City of Alachua, FL
- City of Center Hill, FL
- City of Chattahoochee, FL
- City of Hampton, FL
- City of Homestead, FL
- City of Inverness, FL
- City of Key West, FL
- City of Lake Butler, FL
- City of Lake Wales, FL
- City of Marathon, FL
- City of Margate, FL
- City of Newberry, FL
- Town of Inglis, FL
- Town of Juniper, FL
- Town of Malone, FL
- Town of Worthington Springs, FL
- Village of Islamorada, FL

To address the differing needs of local governments, Anser routinely provides our grants management clients with the following services:

Housing Rehabilitation: Assist with securing and administering federal and state programs to rehabilitate homes for low-to-moderate-income households. Programs include the Community Development Block Grant (CDBG) Program, Neighborhood Stabilization Program, State Housing Initiative Program, and the Housing Choice Voucher (HCV) Program, formerly known as Section 8.

Neighborhood Revitalization: Assist with securing and managing state and federal grant and loan programs for infrastructure improvements and developments for low-to-moderate-income residential communities. Activities include, but are not limited to, water, wastewater, sidewalks, and beautification programs.

Economic Development: Establish public/private partnerships to attract businesses to locate and/or expand in a particular community. Economic Development includes planning, securing much-needed resources for local communities, and funding infrastructure development programs and incentive packages for businesses' job creation.

Commercial Revitalization: Development of applications for HUD CDBG Grant funding for limited rehabilitation and Façade improvements for designated downtown commercial areas.

Disaster Recovery: Comprehensive assistance to governmental entities for the implementation of large-scale federal disaster recovery programs such as the Community Development Block Grant (CDBG) Disaster Recovery Initiatives. Disaster Recovery projects include rehabilitation and housing replacement, rehabilitation of single-family and multi-family housing units, infrastructure, public facilities, and Affordable Housing.

Construction Management and Inspection: Construction inspection in the areas of federal and state-funded housing and infrastructure projects to ensure grant-related construction requirements are met. Also included are all services necessary to procure construction contractors, preparation of bid



Village of Estero, Florida

Request for Proposals for Grant Management Services

documents, bid construction contracts, and manage construction contracts once awarded.

Intake and Eligibility: Assist governmental entities and private businesses serving governmental entities in the analysis of grant participants for eligibility in receiving grant assistance from federal and state programs in areas such as housing rehabilitation and disaster recovery. Also included is project analysis to ensure it meets all federal and state grant requirements for funding.

Environmental Review: Assist with preparation of documents or oversight of contractors providing environmental review services necessary to receive a Finding of No Significant Impact for federally funded grant programs.

Davis-Bacon Labor Standards: Provide services necessary to ensure compliance with this standard on federally funded construction contracts. Services include, but are not limited to, ordering wage decisions, adding additional job classifications when needed, review of certified payrolls, on-site employee interviews, providing technical assistance to contractors, developing corrective action plans and ensuring all Davis-Bacon Labor Standard documents are included in bid documents.

Broadband Assistance via Federal and State Grants – Jefferson and Taylor County

Both Jefferson and Taylor County procured Anser's services to provide guidance and program management services for their ARPA program. Both Counties also identified a specific need for increased broadband access in their communities. Anser is assisting both Counties in utilizing a portion of their ARPA funding to leverage large broadband accessibility projects, as well as securing **Rural Digital Opportunity Fund** dollars to help augment their funding and lessen the financial burden to the service area. This fund has \$20.4 billion dollars available.

Anser is in the process of building a regional coalition of counties to garner stronger support for this opportunity. Beginning with Jefferson County, Anser provided initial evaluations, technical assistance, reviewed vendor procurements, delivered status reports and developed a workplan for this important endeavor. The document below is a brief example of the work being completed for these Counties.

Anser provided strategic communications with the CEO of the Tri-County Electric Cooperative (Tri-County) to facilitate the partnership with the Federal RDOF fund vendor for the rural counties it serves. The project announced will serve two purposes: provide smart-grid capabilities to improve electric service and reliability and provide fiber-to-the-home (FTTH) high-speed internet to every Tri-County member. The Tri-County Investment totals \$65 million, and aims provide its service area with affordable broadband access in the counties of:

- Jefferson County
- Madison County
- Taylor County
- Dixie County

American Rescue Plan ARPA Funding

Cities and counties have called upon us to assist them with their ARPA funding allocations. The Team is currently providing ARPA consulting and advisory services for over 30 counties, cities, and towns across the country. We leverage best practices, lessons learned, and ARPA-specific tools to eliminate the learning curve. Our experience with managing similar size ARPA programs in states like Florida, Connecticut, New Jersey, Pennsylvania, Massachusetts, Texas, and Georgia, gives us insight into the federal requirements and local knowledge and expertise. We have identified spending priorities by US Treasury expense category, geographic or census tract area, aligning to locally adopted capital improvement programs, and revenue loss calculations for over \$750



Village of Estero, Florida

Request for Proposals for Grant Management Services

million in combined ARPA initiatives. A sample of our current clients is below, with bold clients denoting Florida clients:

Client	Allocation Size	Services	Length of ARPA Engagement	Status
City of New Haven, CT	\$4,852,875	Housing ARPA Allocation Plan	2022 to Current	Active
City of York, PA	\$35,304,707	Program Management, Compliance & Audit Support	2022 to Current	Active
City of Scranton, PA	\$68,000,000	Program Management, Compliance & Audit Support	2021 to Current	Active
Will County, IL	\$134,000,000	Program Management, Compliance & Audit Support	2021 to Current	Active
Township of Cherry Hill, NJ	\$11,300,000	Program Management, Compliance & Audit Support	2021 to Current	Active
City of Everett, MA	\$48,500,000	Program Management, Compliance & Audit Support	2021 to Current	Active
City of Randolph, MA	\$28,500,000	Program Management, Compliance & Audit Support	2021 to Current	Active
City of Malden, MA	\$8,000,000	NCS Housing ARPA Consortium	2022 to Current	Active
City of Alvin, TX	\$5,000,000	Program Management & Compliance	2021 to Current	Active
City of Gainesville, FL	\$32,000,000	Program Management, Compliance & Audit Support	2022 to Current	Active
City of Deerfield Beach, FL	\$16,280,000	Program Management, Compliance & Audit Support	2021 to Current	Active
Jefferson County, FL	\$2,750,000	Program Management, Compliance & Audit Support	2021 to Current	Active
City of Lakeland, FL	\$7,000,000	Program Management, Compliance & Audit Support	2021 to Current	Active
City of Leesburg, FL	\$11,850,000	Program Management, Compliance & Audit Support	2021 to Current	Active
City of Lighthouse Point, FL	\$5,650,000	Strategic Planning & Compliance	2021 to Current	Active
City of Margate, FL	\$10,850,000	Technical Advisory Assistance	2021 to Current	Active
City of Monticello, FL	\$1,200,000	Strategic Planning & Compliance	2021 to 2022	Closed
City of Newberry, FL	\$3,100,000	Strategic Planning & Compliance	2021 to Current	Active
City of North Lauderdale, FL	\$22,165,000	Program Management & Compliance	2021 to Current	Active



Village of Estero, Florida

Request for Proposals for Grant Management Services

Client	Allocation Size	Services	Length of ARPA Engagement	Status
City of Ocoee, FL	\$24,150,000	Program Management & Compliance	2021 to Current	Active
City of Titusville, FL	\$8,600,000	Technical Advisory Assistance	2021 to Current	Active
City of Vero Beach, FL	\$2,550,000	Technical Advisory Assistance	2021 to Current	Active
City of Fernandina Beach, FL	\$6,595,000	Strategic Planning & Compliance	2021 to Current	Active
City of Mascotte, FL	\$3,163,000	Strategic Planning & Compliance	2021 to Current	Active
City of Lake Wales, FL	\$8,395,000	Strategic Planning & Compliance	2021 to Current	Active
Highlands County, FL	\$20,600,000	Strategic Planning & Compliance	2021 to Current	Active
Wakulla County, FL	\$6,540,000	Strategic Planning & Compliance	2021 to 2022	Closed
City of Boynton Beach, FL	\$14,910,000	Strategic Planning & Compliance	2021 to Current	Active
City of Brooksville, FL	\$4,289,000	Strategic Planning & Compliance	2021 to Current	Active
City of Dania Beach, FL	\$16,160,000	Strategic Planning & Compliance	2021 to Current	Active
City of Plantation, FL	\$13,520,000	Strategic Planning & Compliance	2021 to Current	Active
Taylor County, FL	\$4,180,000	Strategic Planning & Compliance	2021 to Current	Active
Dougherty County, GA	\$17,060,000	Program Management & Compliance	2022 to Current	Active
Lorain, OH	\$30,700,000	Strategic Planning & Compliance	2022 to Current	Active
City of Haverhill, MA	\$28,100,000	Strategic Planning & Compliance	2022 to Current	Active

Our Team, through our recent ARPA client experience and our prior CARES Act and FEMA grants management experiences, are well qualified and have experience in each of the areas outlined above. Our team is experienced in working with and regularly works with our clients' external financial auditor in developing "audit-ready" information for its grant programs.

Other Grant Programs

Florida Department of Environmental Protection's Septic Upgrade Incentive Program

Hernando County, FL

Wakulla County, FL

Wakulla County, Florida, and Hernando County, FL procured Anser's services to administer its Septic Upgrade Incentive Program (SUIP), which was funded through a grant from the Florida Department of Environmental Protection. Anser is currently providing the following services to Wakulla County:

- Evaluated and advised the County on the eligibility of proposed expenditures funds
- Communicated with the Florida Department of Environmental Protection (FDEP) on behalf of the County
- Assisted the County with advertising as required by the FDEP Grant Agreements, and County policies, as applicable
- Reviewed applications for eligibility and compliance with FDEP Program requirements and applicable implementing rules, regulations, and guidance and the FDEP Grant Agreements
- Prepared and submitted to FDEP required reports in connection with the FDEP Grant Agreements
- Representation during site visits and monitoring
- Developed project information management and filing system
- Developed project financial management system for receiving and disbursing funds
- Developed and track budget for FDEP projects, programs, and activities.
- Oversight of project schedule and compliance for FDEP projects, programs, and activities.
- Assisted in the development of County requests for reimbursement to FDEP
- Provided technical assistance
- Balanced final budget for FDEP Grant Agreement projects, programs, and activities for state reporting
- Prepared documents for administrative/financial close-out
- Assisted the County, as applicable, with subsequent audits or investigations related to the County's use of FDEP funds
- Reviewed applications for eligibility

Potential Conflicts

Anser Advisory attests that our firm at this time does not have conflicts of interest between the Village of Estero and our government or private clients contracted through FY 2024.



Village of Estero, Florida

Request for Proposals for Grant Management Services

Similar Projects



WAKULLA COUNTY, FLORIDA - CDBG CONSULTING SERVICES

Anser has provided grant management and administration for CDBG funding opportunities for Wakulla County for over 10 years. Anser assists with securing and administering federal funds to rehabilitate homes for low-to-moderate-income households. The grant services team ensures that project activities, components, documents, and procedures conform to CDBG regulations.

PROGRAMMATIC

- Manage the client intake process
- Determine eligibility and make determinations for CDBG assistance
- Coordinate to ensure project milestones are met and that the budget is adhered to
- Provide ongoing technical assistance and respond to citizen inquiries
- Develop grant amendments as needed based on changes in the project scope
- Develop bid documents and manage the housing rehabilitation bidding process
- Prepare quarterly reports, MBE reports, and financial projection reports
- Manage bid award process and monitor construction progress, including pre-bid conferences
- Manage contractor pay request process, including managing contractor change orders, as needed

FINANCIAL

- Review County's existing financial management system and recommend revisions or updates as needed
- Assist with ordering funds from the grant agency using the Florida Department of Economic Opportunity's (DEO) web-based SERA system
- Coordinate Consultant financial records with County financial records on a periodic basis
- Prepare budget summaries, analyses, and reports for amendments required during implementation
- Review, approve, and process contractor pay requests

CLOSEOUT

- Compare grant budget with final construction cost and prepare a grant amendment, if needed.
- Review all project completion certifications and paying all contractors and subcontractors.
- Complete and submit the CDBG closeout status report for submission to the grant agency.
- Provide follow-up documents or additional information after the closeout report is submitted.



Village of Estero, Florida

Request for Proposals for Grant Management Services



MADISON COUNTY, FLORIDA GRANTS MANAGEMENT CONSULTING SERVICES

Madison County engaged Anser in September 2022 to help the County manage current and future grant opportunities. Our engagement aims to leverage federal and state dollars to propel the greater community forward by expanding and diversifying the local economy, creating a more resilient economic ecosystem, facilitating an equitable opportunity for wealth creation, and creating lasting public value. Madison County has leveraged Anser's experience with the American Rescue Plan, CDBG, SHIP, SUIP, and other funding sources, to seek out funding for projects with the highest need, and the greatest long-term economic benefit to its residents. In addition to managing the County's ARPA funding, Anser has sought out two significant grant sources, in the Florida's Recreational Trails Program, and the Infrastructure Investment and Jobs Act's Charging and Fueling Infrastructure Discretionary grant program, for a total of over \$5 million in funding managed and pursued. Anser is accomplishing these tasks through the following duties:

- Funding needs analysis
- Research into available State and Federal funding
- Coordination with State and Federal agencies to facilitate funding acquisition
- Grant proposal development and review
- Internal and external reporting assistance
- Providing oversight and guidance to guarantee compliance with OMB Uniform Guidance, 2 CFR, Part 200, and the Single Audit Act, including performing internal control risk assessments as required
- Interpreting Federal and state guidance and establish and/or verify eligibility under any funds that may become available to the County through government agencies
- Regulatory compliance expertise including the identification of authorized uses of the state and federal grant funding



Village of Estero, Florida

Request for Proposals for Grant Management Services



CITY OF NORTH LAUDERDALE, FLORIDA

AMERICAN RESCUE PLAN CONSULTING SERVICES – PROGRAM MANAGEMENT

The City of North Lauderdale procured our services to act as Program, Compliance, and Monitoring Managers for the entirety of their ARPA Funding. Anser has helped guide the city through all steps of their program, from project identification, reporting, and now administration and implementation. The Anser team is working with their Community Development team to design and offer programs to their residents that will provide long-term benefits to residents. We engaged North Lauderdale's leaders to develop and offer information sessions for residents to tell them about the programs available to them, including programs from the state and federal government that fit their needs. In addition to managing infrastructure, public health, and revenue loss projects, Anser used its historical experience designing and implementing recipient-based programs to redesign the city's existing Residential Home Repair, and Storm Preparedness programs.

The Anser team performed the following duties to administer the City's assistance programs:

- Program Design and Scheduling
- Application Development
- Pre-award Eligibility Parameters
- On-Site and Remote Administration
- On-Site Application Intake
- Application and Documentation Review
- Recommendation of Disbursement of Funds
- Third-Party Vendor Coordination
- On-Site Confirmation of Work Performed
- Monitoring of Funds Disbursement and Closeout

With Anser's assistance, the Residential Home Repair and Storm Preparedness Programs saw a 100% increase in the number of applications. The team was able to intake and review over \$3 million of applications over the course of three weeks. These types of success stories, the ones that truly have a significant impact in the communities we serve, are the ones that Anser is most proud of.



Village of Estero, Florida

Request for Proposals for Grant Management Services

References

Client Name, Owner	Wakulla County, Florida
Description of Services	Anser has provided grant management and administration for CDBG funding opportunities for Wakulla County for over 10 years. Anser assists with securing and administering federal funds to rehabilitate homes for low-to-moderate-income households. The grant services team ensures that project activities, components, documents, and procedures conform to CDBG regulations.
Start Date of Service/Completion Date	2012 to current
Contact Information	Somer Pell, Director, Planning and Community Development, spell@mywakulla.com , 850-926-3695
Address	3093 Crawfordville Highway, Crawfordville, FL 32327

Client Name, Owner	North Lauderdale American Rescue Plan, North Lauderdale, Florida
Description of Services	The City of North Lauderdale hired our team as comprehensive Program Managers for its ARPA funding, beginning with the development of its needs assessment and Spending Plan. The Anser team is currently assisting with all aspects of program implementation for both its community assistance programs and capital projects.
Start Date of Service/Completion Date	2021 to Current
Contact Information	Tammy Reed-Holguin, Community Development Director, tholguin@nlauderdale.org , 954-597-4737
Address	701 SW 71st Ave, North Lauderdale, FL 33068

Client Name, Owner	Madison County, Florida
Description of Services	The Anser team is assisting the County with all facets of their grants management, including funding acquisition, research, application, and administration.
Start Date of Service/Completion Date	2022 to current
Contact Information	Sherilyn Pickels, County Manager, admin@madisoncountyfl.com , 850-973-3179
Address	PO Box 539, Madison, FL 32341



Village of Estero, Florida

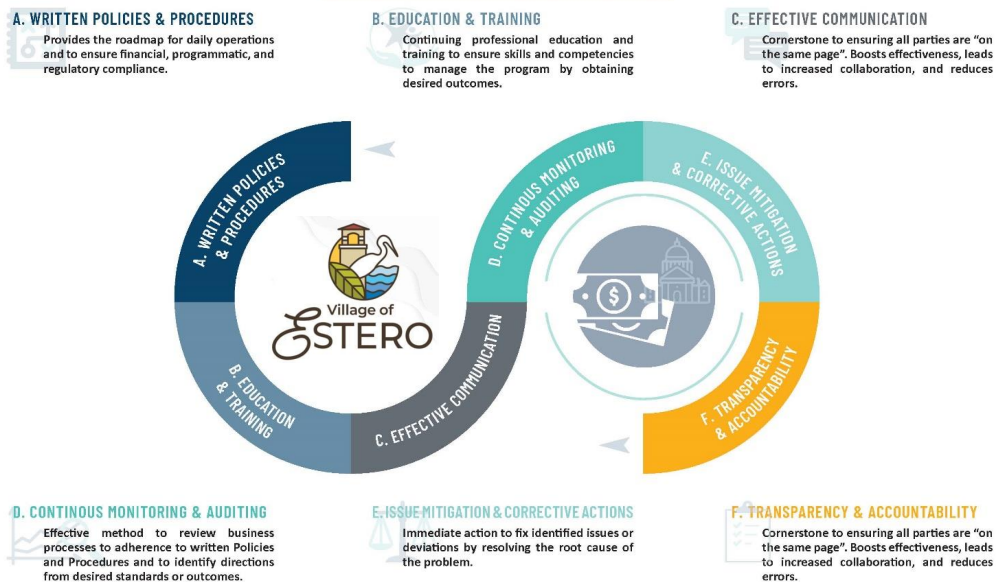
Request for Proposals for Grant Management Services

Grant Management Approach for Federal and State Funding

We will assist the Village with timely services that include but are not limited to visioning and planning recommendations, project prioritization, compliance, reconciliation, and stakeholder engagement, and sub-recipients accounts. We drive projects from idea to closeout. Our Team of experts can quickly assemble the right resources to provide critical services, including:

- Information Management
- Program Management
- Resource Management
- Project Planning
- Audit Support
- Federal Funding Compliance
- Financial Recovery Reconciliation
- Regional Broadband Coordination
- Grant Management
- Deliverable Development
- Communications Plans

BEST PRACTICES & GRANTS COMPLIANCE



This Team has provided similar services for over 25 years and continues to do so for related governmental entities. Our processes and methodologies are recognized as leading industry practices, and our work in compliance testing on disaster recovery reconstruction efforts. We will support the Village and staff in tracking and ensuring compliance with all costs associated with the revenue sources and be responsible for reporting expenses charged. This program can include cost tracking and reporting, budget development, funding plans, cost segregation, invoice audits for contract compliance, funding recommendations, assistance with guaranteed maximum price (GMP) negotiations, review of trade awards and contingency requests, help with financial closeout activities, and other related services as requested by the Village.

Grant Management

Our Anser team brings tried and tested methodology to Grant Management and Compliance in equal measure.



Step 1: Identification. Our Team learns about the active City's goals, objectives, and status. We will provide a Summary Fact Sheet when a grant opportunity has been identified. On a "go" decision, a grant moves into development.

Step 2: Development. The team supports the proposal via active engagement in matching needs to requirements, gaining stakeholder support, and providing final quality assurance/quality control (QA/QC) before timely submission. The success of any sub-recipient or beneficiary program begins with the structure put in place before awarding funds. Anser has agreements, program schedules, and guidelines developed that can easily be customized to meet the City's needs.

Step 3: Submittal. The team ensures timely submittal and follow-up with subrecipients and beneficiaries. This is the first step in establishing a long-term relationship to benefit the City and the awarded entity.

Step 4: Award. The team negotiates the Terms and Conditions of the grant award and prepares Governing Board Resolutions as needed. The team also assists in the preparation and execution of any Grant Agreements and will provide the lessons learned for any grant not awarded. Providing awarded entities with a clear understanding of grant requirements helps ensure compliance with the City's needs.

Step 5: Startup. The team supports the programming of the grant, establishes budget and billing codes, and supports the delivery of the program as needed. Anser is available to provide education, tools, and coaching to the sub-recipients and beneficiaries, giving them the necessary resources to begin their program successfully.

Step 6: Monitoring. Monitoring processes and timelines will be clearly established as part of the grant agreement. The team aids in setting up required and requested reporting as well as ongoing certifications and support grant administration, such as invoicing, amendments or budget revisions, and addresses any other ongoing compliance requirements. Anser is also "hands-on" in assisting the reporting process. We don't expect these organizations to be experts – that's where we come in. Monitoring assistance is an ongoing process that will occur throughout the project timeline.



Village of Estero, Florida

Request for Proposals for Grant Management Services

Subrecipient Compliance and Monitoring

Our team brings tried and tested methodology to grant management. The program needs to be clearly defined to target stakeholders and audience. As part of our process, we will hold thorough educational sessions to provide clarity on allowable uses. We are solution agnostic with regards to the platform for the intake of all applications. We will analyze and provide a risk assessment score based on risk criterion established in partnership with the Village. As part of the roll-out and reimbursement process, we will refine, coach and follow-up with applicants as part of the decision making/award process. This process will preserve accuracy in payments, maintain fiduciary responsibility, and clearly identify those in need while not sacrificing accountability.

Corrective Action Plans and Post Award Monitoring. As required, the Team will issue corrective action plans and follow up with recipients or sub-recipients to ensure corrective actions have been implemented and mitigated non-compliance. Often, this can be due to simple errors, and Anser works hand-in-hand with the organizations to correct the submission and process.

Step 7: Close-Out. The team supports acceptance and review of deliverables, organizes all records, closes sub-agreements, and prepares and files final reports and invoices. After close-out, audit-ready packages will be created for every sub-recipient and beneficiary, ready for review from both Treasury and the City's external auditors.

With our robust grant management and compliance methodology, we will make the transition from grant identification, pre-award, post-award, and closeout seamless. Our team has the experience and expertise to implement the procedures and policies that the Village deems as priority within the Treasury guidelines.

Eligibility

Execute Program Wide Eligibility

This team will assist the Village with expenditures associated with the program. Our team can chair meetings to ensure that the decision-making process is streamlined with professional guidance to the Village, providing recommendations in accordance with the outlined goals of the project(s). As part of the pre-implementation phase of the program, working alongside staff we will establish and execute the development plan for projects and identify any opportunities to procure services that will result in greater efficiency. Compliance with controls established is a benchmark of our service. We provide oversight and guidance to guarantee compliance, including performing internal control risk assessments as required.

Allowability

Federal and State Funding Compliance

The team will provide auditing services to mitigate waste and abuse associated with expenditures, the number of subrecipient parties involved, and the overall complexity of projects. Our auditors collaborate with various stakeholders throughout the life of the program to ensure that the Village is compliant with government regulations. Our team of experts quickly develops a comprehensive understanding of each client's program, projects, budget, and capital sources, and apply our critical thinking and problem-solving skills to provide cost effective solutions to our client's audit and compliance challenges. Our audit services include eligibility of costs submitted as well as adherence to the conditions set forth by the various types of local, state, and federal funds. Our team has highly applicable experience



Village of Estero, Florida

Request for Proposals for Grant Management Services

in the areas of disaster recovery, aviation, transportation, and many other applicable realms, enabling a proactive lesson learned approach to this engagement.

Auditing & Monitoring Services

Our approach to risk-based auditing services will be based on the same approach that we have delivered to previous clients for grant management services. We review projects on a risk-based approach and consider impact and of likelihood of project and expenditure eligibility. Our tool considers numerous factors and is configurable to the specific needs of the Village. Our tasks include:

- Review applications, contracts, and invoices;
- Conducting risk assessments;
- Prevention of claw back of funds;
- Establishing a workflow with the project team and accounting/finance staff;
- Reviewing applications for processing;
- Reconciling costs with the payment applications to the amounts;
- Reviewing general conditions;
- Application of Single Audit to ARPA Program;
- Quarterly and annual reporting; and
- Closeout audit which will include reviewing final costs.

To ensure optimal results, we will first establish the invoice workflow through meetings with the Village. These meetings will identify how items will be recorded, reviewed, revised, and processed. Once we have agreed upon the most effective invoice workflow with the Village, we will communicate the process with the Village to ensure a smooth implementation.

Anser understands that maintaining the integrity of data and financial systems will be critical to the success of the program. Each system should accurately reflect the most current programmatic and financial information about the activities undertaken under the program. We have, as a part of our Team, the necessary expertise to assist the Village with establishing the financial and data infrastructure that will provide the mechanism to produce reports for U.S Treasury. Stakeholders and departmental management. We will review information from the Village's financial systems so that the processes and systems are not mutually exclusive. Although the programmatic data will be maintained separately, the financial data will be accumulated utilizing the same or comparable systems as not to duplicate efforts.

Financial controls should be instituted to maintain the integrity of the financial accountability process. Having adequate systems and controls in place will ensure that disbursements are handled adequately, and information necessary for program reporting is accessible and readily available.

As Anser conducts financial monitoring of all grant programs, the following tasks will be completed:

- Review of financial records reflecting revenues and expenditures;
- Review of check registers, general ledgers, and account statements;
- Internal control review identifying signature authority, the institutional financial approval process and separation of duties;
- Documenting program income, where applicable;
- Review of change orders and invoices in comparison with grant budget;
- Review of the timely payment of invoices;
- Reconciliation of the general ledger to the grant's final budget, where requested; *and*
- Reviewing allocation of administrative costs to the grant program.
- Review of contracts;
- Provide consultation to develop industry standard contract language for contracts;
- Review of proposals;



Village of Estero, Florida

Request for Proposals for Grant Management Services

- Development of Corrective Action Plans; and
- Issuance of Monitoring Reports.

Having knowledgeable compliance professionals involved in the project prior to execution is an investment that can pay dividends when problems arise on the project. This team will support the Village's procurement process overall. Existing protocols, if necessary, will be reviewed, and any necessary cost reporting and compliance with financial reporting requirements will be established in all associated contracts and scopes. Compliance with controls established is a benchmark of our service. Provide oversight and guidance to guarantee compliance with OMB Uniform Guidance 2 CFR, Part 200, including performing internal control risk assessments and compliance.

Engagement Management

Project Management Services

Our Grants Management approach is derived from the success and experience of our experienced staff working directly for public entities, including local municipalities. Our management foundations are transparency, collaboration, and diligent attention to detail. We will assure to the Village and all stakeholders that every dollar is tracked, and that project execution creates the maximum value for the people of the Village. Our staff that have been assigned to this contract and will be working directly with the Village and stakeholders have decades of relevant experience in their individual fields of specialty and will readily apply this experience to expertly execute your project(s).

We will first establish the workflow through meetings with the Village to ensure optimal results. These meetings will identify how items will be recorded, reviewed, revised, and processed. Once we have agreed upon the most effective invoice workflow with the Village, we will communicate the process with the contractor to ensure smooth implementation. Having knowledgeable compliance professionals involved in the project before execution is an investment that can pay dividends if problems arise on the project. A successful program and oversight are centered on mutual trust, open communication, and the freedom to express ideas and hold each other accountable. It must be founded on the belief that each party has valuable insights and experiences that, when combined, provide the best value and outcome for the Village. On every project, we not only promote collaboration but ensure that it remains in place throughout the project duration, enabling project success for all stakeholders. Tried and true processes coupled with good planning and communication ensure that we determine the answers to the following questions early in the engagement:

- *Program needs:* What needs to be accomplished?
- *Program and project budgets:* How many dollars are available and for what purposes?
- *Project schedule and interdependencies:* When is it required?
- *Appropriate assignment:* Who will execute the work?
- *Deliverables required:* What is the end product?
- *Operational viability:* How is the end product going to be viable in the future?

The team will utilize the answers to questions above to employ a proactive approach which guarantees that the strategies developed around these answers are implemented while also eliminating waste and bloat to maximize efficiency in grant management through implementation, design, and construction.

Financial Advisory Services

As identified in our Grants Management approach, through our assessment and information gathering steps we will assist the Village in developing appropriate policies and procedures for use of the Federal and State Grant funds. We



Village of Estero, Florida

Request for Proposals for Grant Management Services

are committed to implementing an effective knowledge-transfer program between the team and Village personnel. This program is responsive to any requests by you and can cover topics such as, but not limited to:

- Technical Submittals
- Project Management
- Contract Administration
- Process Development, Review of Policies and Procedures, Implementation and Best Practices
- Schedule & Project Controls
- Management analysis and estimating
- Revenue Loss Calculations for the remaining date snapshots
- Highest and Best use of Capital

In addition, we strive to share lessons learned, best practices, and developmental knowledge across a range of subjects, both project and industry specific, to ensure that all information needed for future administration is clearly and usefully imparted upon the Village's team. Staff will support the Village by continuously monitoring guidance and rules updates to maximize the grant funding allocation, minimize the risk of the cognizant agency's claw back of funds, and preserve the accuracy of payments to sub-recipients, including small businesses, non-profits, individuals, as well as confirming the eligibility of internal agency expenditures. We will take the entire program into account when providing strategic options to the Village for allocations of funds and project recommendations.

Quality in Financial Analysis, Compliance and Auditing

Our team is organized with clear roles and responsibilities to avoid any potential confusion or rework. Prior to the release of our analysis, we undertake a structured and regular workshop and independent peer-review approach to ensure there is a clear understanding of the analysis purpose, approach, assumptions, risks, and how sensitive (or dependent) the results are to certain variables. All inputs are sourced back to reference material for the basis of the assumptions. Throughout the analysis period, we work collaboratively and with clear communication to the project team to ensure the analysis reflects all relevant inputs and perspectives, enabling clear understanding of the appropriate outputs and recommendations.

We acknowledge the intent of the given scope. In addition to the scope requested by the Village, Anser's services can also include, but are not limited to:

- Assist in establishing and maintaining financial processes;
- Provide technical advisory services related to recovery;
- Establish and maintain record keeping systems;
- Assist with resolving monitoring and audit findings;
- Serve as monitoring liaison;
- Assist with the system of record, documentation, reports, change requests, and progress of projects;
- Provide project management services that coordinate all stake holder and vendor/contractor implementation;
- Assist in public hearings;
- Assist Village staff in organizing, reviewing, evaluating, and auditing eligibility of projects that are requested using grant funds. The work shall include any payments made to outside agencies or cost sharing alignment with other agencies;
- Assist in tracking, maintaining, and reporting key project performance indicators, including output and outcome measures that describe each project and impacts;
- Maintain documents and files to support compliance;
- Research, develop and prepare grant applications and/or other public assistance documents;
- Collaborate with Village on project formulation, information gathering, and project development;
- Develop program guidelines, policies, procedures, implementation plans or other pertinent documents;

- Assist in responding to Requests for Information (RFIs) from the U.S. Department of Treasury and/or other federal agencies and/or state agency;
- Provide and prepare public procurement documentation and any additional procurement assistance, including but not limited to, preparing, and writing requests for qualification, requests for proposals, or other applicable procurement processes for identified projects that align with the grant, as well as all in compliance with federal and state law;
- Assist with the procurement of services, materials, rental/lease equipment, professional design services, or other items needed to implement grant projects—may include multiple bids for contracted work for various projects (in conjunction with the Village);
- Attend meetings with FEMA, U.S. Treasury, or other agencies, as may be necessary, on behalf of the Village;
- Assist in reporting and submitting all necessary documentation to the cognizant agencies. This work shall include any interim, quarterly, or annual reports in addition to maintaining and tracking all documentation submitted;
- Assist with and provide guidance regarding quality assurance documentation for conformance with the Village's criteria and specifications;
- Provide and present periodic reports summarizing each project's status;
- Provide the Village with grant/funding close-out services to ensure funding is retained; and

Performance Evaluation Accountability/Outcomes

As consultants, quality in the delivery of our services is essential. At the same time, we must show leadership and drive quality organization at a project level. We do this by deploying Standard Operating Procedures (SOPs) that are reviewed against client requirements on a project-by-project basis. This enables team members to maintain consistency but also tailor an approach to quality to suit our client's organization and specific needs.

Quality Program Management

A core outcome of defining a project-specific Quality Organizational Framework is to ensure there are no gaps in responsibility between expectation, reality, and commercial documents. This includes:

- Engagement specific Project Development Plan (PDP) being initiated at contract execution;
- Initial scoping meeting with leadership to establish 'what success looks like';
- Establishment and agreement of a work-breakdown structure (both between Village and Anser but also all/any sub-consultants);
- Establishment of baseline milestone schedule and agreement of monitoring and reporting protocols;
- Draft deliverable(s) frameworks being provided to Village for discussion; *and*
- Continuous review and monitoring by leadership team throughout life of the contract.

Information Management

Our team has performed systems implementations and integrations for clients in government, transportation, utility agencies, military, and the private sector, managing billions of dollars of capital programs. We have experience implementing full-suite portfolio management software systems available to the industry as well as custom-built tools tailored to our clients' needs.

Our approach to providing a system solution is to be agnostic towards any software brand, focusing instead on our clients' needs first. We have experience with many industry solutions and will guide the Village in selecting the system that provides the best value. To maximize value to the Village, we will perform a system requirements definition as part of the initial needs assessment phase of work. Based on the Village's business requirements and ongoing resources available to maintain the system after the conclusion of our engagement, we will make a



Village of Estero, Florida

Request for Proposals for Grant Management Services

recommendation for system selection and will implement a right-sized solution which will likely fall into one the following three categories:

- Full-suite portfolio management solution (such as Oracle's Unifier or similar software);
- Compilation of common Office applications (such as Microsoft Access, SharePoint, or similar software); *and*
- Specialized third party application (such as Tempest-GEMS or similar software)

All of these options give the Village maximum control to own and maintain data without relying on our propriety software in the long term but require different levels of effort and time to setup and maintain. Additionally, each carry vastly different levels of functionality and constraints. Our deep technical knowledge of industry software combined with our management consulting and finance experience provides the Village with the right expertise to make sound business decisions, evaluate risk, manage change and ultimately meet your project objectives.

Communications

As part of our approach, our team utilizes effective communication management to keep stakeholders informed of the program status. Our team routinely provides executive-level briefings to:

- Management Team(s);
- Formal Presentations to the elected or appointed, Boards, Councils or Commissions;
- Elected Official; *and*
- Key stakeholders.

A Communications Plan is developed in coordination with our clients. We routinely provide the following technical assistance at the direction of our clients:

- Call center assistance;
- Intergovernmental communication assistance;
- Outreach programs / town hall meetings;
- Press releases;
- Public information request response;
- Social media posts; *and*
- Website updates.

As we have done for all of our existing Grants Management projects, we will develop weekly and/or monthly reports that meet the U.S. Department of Treasury Guidelines for State and Local Fiscal Recovery Funds (SLRF) to build public awareness, increase accountability, and monitor compliance of eligible uses.

We facilitate sufficient time and resources to deliver the quality and reliability of the analysis, with appropriate time to review and reflect on the results to modify, update, or query the analysis early and often before shared with our clients. The financial model is developed to industry best practice standards that are logical and clear to review and audit. They are built with the flexibility to modify and update inputs/outputs in real-time to provide active feedback and an effective decision-making tool. We also engage in detailed performance monitoring, providing our clients will real-time trackers and progress/feedback opportunities.

From the outset, we ensure that there is a clear understanding of the purpose and outcomes expected for the analysis to ensure we answer the right questions in a way our clients and stakeholders will understand and appreciate. We ensure our clients are sufficiently briefed through live meetings and workshops throughout the

development and analysis period so they can provide early and often feedback, as deemed appropriate, and develop a clear understanding of the methodology and assumptions used so we can build trust and confidence in the results and recommendations. Our past and current clients can attest.

Cost Proposal

While the scope is well defined, the duration and knowledge of your available resources and interface approach are yet to be discovered. We, therefore, would advise a not to exceed negotiable fee for our services. The table below expresses our proposed team's all-inclusive fixed hourly rate for each assigned management position and support staff positions to be assigned or potentially to be assigned as part of providing comprehensive services identified. Proposed hourly rates as shown below, are inclusive of all associated costs.

Team Member Role	Hourly Rate
Sr. Vice President	\$250
Sr. Project Manager	\$200
Grant Manager	\$185
Project Manager	\$165
Assistant Project Manager	\$135

Rates stated would be confirmed per individual team member in conjunction with the Village prior to contract execution. Our rates include travel and other relevant disbursements for general project advisory services. Special expenditures related to community engagement, events, or 3rd party software licensing are not included and, where applicable and approved in advance by the Village, would be charged on a pass-through basis and in accordance with any/all Village policies. We have been providing these services to enough clients to recognize pricing is a function of any potential selection outcome.



COREY BURBACH

VICE PRESIDENT

ANSER
ADVISORY

EDUCATION

Bachelor of Science, Business
Economics, University of
Arizona, Tucson, AZ

LICENSES / CERTIFICATIONS

Series 50: Municipal Advisor
Representative

EXPERIENCE

Years of Experience:

10

Years with Firm:

1

Corey Burbach is a results-oriented financial and program management professional with ten years of experience specializing in facilities planning, management and funding. He provides a wide variety of facility services to help school districts across the United States with their facility options. As a registered Financial Advisor, Corey understands the financing side of school facilities planning. He performs various analyses relating to facility assessments, long-range facilities master plans and implementation, and educational adequacy. Corey has focused on ESSER and program management for municipalities since the onset of the pandemic.

His deep experience in the public sector advisory offers him ability to help municipalities plan and execute on their financing and capitol programming needs. Corey developed pro forma and funding models for identified capital projects and created customized solutions based on the needs of the client. He identified and developed refunding strategies to reduce outstanding debt obligations for existing clients and business development efforts. As a facility planning consultant, he developed a new service for school districts looking to successfully reopen during the pandemic which adhering to the guidelines established by the Educational Agency.

REPRESENTATIVE EXPERIENCE

Tuloso-Midway Independent School District, Facility Assessment & Master Planning, Tuloso, TX

Corey led the Districtwide facility assessment and master planning process for Tuloso-Midway Independent School District. The facility assessment focused on building the District's first maintenance 10-year plan, air-quality, and school security. The average of the schools within the district was over 20 years. As a result of this security assessment, Corey led a team that developed the specifications for security requirements for all District schools and facilities. The projects were to be funded by local bond and implemented over a three-year period.

Valley-Center Pauma School District, Facility Assessment & Educational Adequacy Assessment, San Diego, CA

On behalf of School District leadership, Corey led the Valley-Center Pauma School District through a facility assessment and educational adequacy assessment that featured a component on school safety. Corey led a thorough evolution of the existing security systems regarding both IT and security. In addition to an evolution of school safety, a plan was developed for hardening the facility within the available budget. The process also developed new safety procedures in the result of an emergency situation.

Brentwood Union School District, Facility Program Management, Brentwood, CA

Serving the role of Facility Program Manager, Corey oversaw the team that led the development of the District's 10-year capital improvement plan. The District was in the process of building a new K-8 school, in which security specifications were developed in conjunction with the design team. Corey led the process of evaluating security options such as check-in procedures, vestibules, gated grounds, and campus layout.

ADDITIONAL EXPERIENCE

Corey has provided a variety of facilities planning, long-term planning, owner's agent, and financial oversight services for school districts across Texas and California:



COREY BURBACH, VICE PRESIDENT

- Arlington Independent School District, Facilities Master Plan & Educational Specifications, TX
- Bay City Independent School District, Enrollment Projections, TX
- Beaumont Unified School District, Developer Negotiations; Facilities Master Plan; Funding Program; Financial Advisory Services, CA
- Compton Unified School District, DSA Project Closeout, CA
- Fort Bend Independent School District, Strategic Facilities Planning, TX
- Gregory-Portland Independent School District, Facilities Planning, TX
- Jurupa Unified School District, Financial Advisory; CFD Formation; Developer Negotiations; Special Tax Bonds, CA
- Liberty Independent School District, Facility Planning, TX
- Livingston Independent School District, Strategic Facilities Planning, TX
- Lodi Unified School District, Funding Program, CA
- Merced City School District, Financial Advisory, CA
- Mountain View School District, Developer Negotiations, CA
- Murrieta Valley Unified School District, New School Facility Implementation, CA
- North Monterey County Unified School New School Facility Implementation,, CA
- San Lorenzo Unified School District, Financial Advisory, CA
- Santa Rita Union School District, Facilities Master Plan, CA
- South Monterey County High School District, Demographic Analyses, CA
- Troup Independent School District, Facilities Planning, TX

American Rescue Plan Program Management, United States

Corey currently manages operation and program management for cities and counties nationally to assist them with their American Rescue Plan Act funding allocations. Corey is currently providing ARP consulting and advisory services and for ARP funds for over 30 counties, cities, and towns across the country. Corey is working with clients in Illinois, New Jersey, Massachusetts, Florida, Texas, Georgia, and Pennsylvania totaling over \$700 million in ARPA funding. Corey helps clients determine the best way to spend their ARPA dollars to ensure impacts in the communities he works with while being responsible for all compliance-related activities. Notable clients include:

- Will County, Illinois
- City of Everett, Massachusetts
- City of Randolph, Massachusetts
- City of Haverhill, Massachusetts
- City of Alvin, Texas
- City of York, Pennsylvania
- City of Scranton, Pennsylvania
- Township of Cherry Hill, New Jersey



JOSEPH SHEETS

SENIOR PROJECT MANAGER

ANSER
ADVISORY

EDUCATION

Bachelor of Arts, University of
Central Florida, Orlando, FL

Master of Business
Administration, University of
Central Florida, Orlando, FL

EXPERIENCE

Years of Experience:

8

Years with Firm:

2

FLORIDA GRANTS CLIENTS:

- Boynton Beach, FL
- Brooksville, FL
- Dania Beach, FL
- Deerfield Beach, FL
- Destin, FL
- Fernandina Beach, FL
- Gainesville, FL
- Highlands County, FL
- Jefferson County, FL
- Lake Wales, FL
- Leesburg, FL
- Lighthouse Point, FL
- Margate, FL
- Mascotte, FL
- Newberry, FL
- Plantation, FL
- Taylor County, FL
- Titusville, FL
- Vero Beach, FL

Joseph Sheets is a Senior Project Manager specializing in Federal grant programs, including the American Rescue Plan. He has assisted over 30 local governments across the United States in navigating the complexities of Federal grant initiatives. In leading his team through management of American Rescue Plan Act, Community Development Block Grant, Florida's Septic Upgrade Incentive Program, and other grant programs, he has created nationally adapted processes for grants management. He brings 12 years of transformative leadership in the private sector, where he innovated dynamic solutions to modern business challenges. This experience allows him to provide private sector solutions to public sector challenges, maximizing value for his clients.

REPRESENTATIVE EXPERIENCE

City of North Lauderdale, American Rescue Plan Consulting Services, North Lauderdale, FL

Joseph serves as the Project Leader for Anser's assistance with North Lauderdale's \$22 million of American Rescue Plan Act programs. Our team provided project risk analysis and performed a needs assessment for the City, helping to create a robust selection of projects to provide a sustained economic impact to its residents. Anser is now acting as program managers for the Residential Home Repair (RHR), Home Weatherization, and Non-Profit Assistance programs, assisting with program guidelines, application design and intake, eligibility determinations, duplication of benefits verification, and disbursement of funds.

City of Deerfield Beach, American Rescue Plan Consulting Services, Deerfield Beach, FL

The City of Deerfield Beach retained the team in May 2021 to assist in the develop, management and technical assistance of the City's ARPA "Revive, Renew, Recover" Plan." As the Senior Project Manager, directed the completion of the Needs Assessment, risk analysis, and implementation of \$16 million of selected projects. Currently assisting the City staff with contract reviews, procurement documents, and regulatory compliance concerns as the City continue to expend their ARPA Funding.

City of Gainesville, American Rescue Plan Consulting Services, Gainesville, FL

The City of Ocoee retained the team in May 2021 to assist in the develop, management and technical assistance of the City's ARPA Plan. As the Senior Project Manager, assisted in the completion of the Needs Assessment, risk analysis, and implementation of \$33 million of selected projects. Currently assisting the City staff with contract reviews, procurement documents, regulatory compliance, project auditing services, cost verification, and any grant concerns as the City continues to spend their ARPA Funding

Septic Upgrade Incentive Program, Hernando County, FL

Joseph serves as the project executive for Anser's grant administration of Florida Department of Environmental Protection's Septic Upgrade Incentive Program in Hernando County, FL. Anser is currently managing over \$3 million in funding paid directly on behalf of residents to upgrade their Septic systems to modern low nitrogen models. This process includes project management, process design, eligibility verification and review, procurement of eligible local contractors, on-site inspection and verification, technical assistance to both contractors and residents, grant reporting, and project close-out.



JORDAN MRHA

PROGRAM MANAGER

ANSER
ADVISORY

EDUCATION

Master of Science, Finance,
Florida State University,
Tallahassee, FL

Bachelor of Science, Finance,
Florida State University,
Tallahassee, FL

EXPERIENCE

Years of Experience:

4

Years with Firm:

<1

Jordan Mrha is a highly skilled program and project management professional with experience tracking project costs and budgets, providing project management with administration support, and coordinating and assisting with program development and strategic planning. He is very experienced in the supervision and coordination of staff to form efficient and effective teams and can adapt rapidly to new ideas, methods, and environments and apply analysis, logic, and experience when tackling management problems. Jordan has years of hands-on expertise in grants management, program implementation, business process assessments, risk assessments, financial management, and procurement and contract documentation management.

REPRESENTATIVE EXPERIENCE

- ✦ **Risk Assessment / Post-Payment Audits:** Jordan led teams that delivered performance audit services to assist the Florida Agency for Healthcare Administration and the South Carolina Department of Health and Human Services to meet CMS Promoting Interoperability/EHR Incentive Program requirements. He helped identify gaps in pre-payment verification and post-payment procedures and provided recommendations to close gaps and improve processes. He also performed risk assessments for eligible professionals who received incentive payments for adopting, implementing, or upgrading (AIU), and/or demonstrating meaningful use (MU) of Certified Electronic Health Record Technology.
- ✦ **Grants Management:** Jordan prepared project worksheets and performed validation of costs submitted for reimbursement under FEMA's public assistance grant program in accordance with applicable rules and regulations for the Florida Division of Emergency Management. He provided grants management services for public assistance grant programs including recording invoice related inconsistencies as well as reporting on contract costs that appeared to be ineligible and/or unsupported for reimbursement for the Florida Department of Transportation.
- ✦ **Business Process Assessment:** Jordan helped to update Florida's State Medicaid Health Information Technology Plan that includes a Health Information Exchange (HIE) Study consisting of an "As is" (Current State) and "To be" (Future State) analysis. He also performed a comprehensive business process assessment for the Florida Division of Emergency Management including a current and future state assessment for their system implementation and an analysis of current business processes including grants and contract management from procurement through project closeout. Jordan created a current state assessment and scoring methodology for the Florida Division of Emergency Management's Florida Recovery Obligation Calculation (F-ROC) pilot program.
- ✦ **Program Implementation:** Jordan assisted the Florida Department of Economic Opportunity with program planning and implementation of the Pandemic First Responders Program, which provided disaster relief payments to eligible first responders. He also assisted the Florida Division of Emergency Management with the implementation of the F-ROC pilot program.
- ✦ **PMO / Financial Management:** Jordan led and trained teams that prepared monthly budget reconciliations and invoices for both fixed fee and time and material contracts. He created and/or maintained internal budgets for multiple multimillion dollar engagements and conducted financial forecasting to project the status of the budget through project completion.



TARA REYNOLDS

GRANTS MANAGER

ANSER
ADVISORY

EDUCATION

Juris Master, HR Compliance & Risk Management, Florida State University

Bachelor of Science, Environmental Science, Minor in Biology, Florida State University

LICENSES / CERTIFICATIONS

Florida Certified Contract Manager (FCCM)

Notary Public

EXPERIENCE

Years of Experience:

4

Years with Firm:

1

Tara Reynolds brings highly specialized experience helping local governments effectively manage state and federal awarded grants. She has spent three years with the Florida Department of Environmental Protection where she managed projects that were federally funded with the Recreational Trails Program (RTP).

Tara is currently managing projects that require grant administration services and specialized project management. The scope of services Tara manages includes the Community Development Block Grant (CDBG), State Housing Initiatives Program (SHIP), Septic Upgrade and Sewer Connection Incentive Programs, and the American Rescue Plan Act (ARPA) for various local governments. She assists the local governments by providing grants management, grants administration, and grants compliance. Tara processes applications, coordinates with local governments for awards and reimbursement, conducts site inspections, assists with necessary grant reports, and completes environmental reviews for federally funded projects.

REPRESENTATIVE EXPERIENCE

Madison County, Grants Management Services, Madison County, FL

Anser assists the County with identification of funding needs, grant application development, award monitoring, and administration of awarded grant funding. Tara helped the County apply for \$1.5 million in funding through the State of Florida's Recreational Trails Program and the U.S Department of Transportation's Charging and Fueling Infrastructure grant program funded through the Infrastructure Investment and Jobs Act (IIJA).

State Housing Initiatives Partnership (SHIP) Program, Florida

The SHIP program provides state funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing. Tara serves as the lead SHIP Project Manager for multiple counties, including Jefferson, Taylor, and Wakulla, all who have been clients since as early as 2011. Tara is the lead contact for processing applications, conducting site inspections, assisting with completion of the annual SHIP report, and coordinating with the local governments for awards and reimbursement.

Community Development Block Grant (CDBG) Program, Florida

Tara serves as the lead CDBG Project Manager for multiple local governments, including the City of Center Hill, City of Lake Wales, Madison County, and Wakulla County. Tara is the lead contact for processing applications, conducting site inspections, mandatory bid walkthroughs, contract signing, coordinating with the local governments for awards and reimbursement, and environmental reviews.

Septic Upgrade Incentive Program (SUIP) & Sewer Connection Incentive Program (SCIP), Florida

The SUIP program provides funds to local governments to encourage eligible homeowners to voluntarily remediate existing conventional onsite sewage treatment and disposal systems (OSTDS) to include nitrogen reducing enhancements. The SCIP program provides funds to local governments to encourage eligible homeowners to voluntarily connect to central sewer where currently available. Both incentive programs are intended to offset a portion of the homeowner costs. Tara serves as the lead SUIP Project Manager for Hernando and Wakulla County. Tara is the lead contact for processing applications, conducting site inspections, developing programmatic forms and procedures, and coordinating with the local governments for awards and reimbursement.

RFQ No.: RFQ 2023-03

VILLAGE OF ESTERO - BIDDERS CHECK LIST

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

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

Company Name and Address:

RFQ No.: RFQ 2023-03

VILLAGE OF ESTERO, FLORIDA
PROPOSAL QUOTE FORM
FOR
GRANT MANAGEMENT SERVICES

DATE SUBMITTED: Ma 9 2023

VENDOR NAME: Anser Advisory Consulting, LLC

TO: The Village of Estero
Estero, Florida

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

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

The undersigned acknowledges
receipt of Addenda numbers: One (1), Two (2)

TO BE STARTED IMMEDIATELY AFTER RECEIPT OF NOTICE TO PROCEED.

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

Are there any modifications to the proposal or specifications:

YES _____ NO **X** _____

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

MODIFICATIONS:

RFQ No.: RFQ 2023-03

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: RFQ 2023-03

Project Name: Grant Management Services

Please check as appropriate:

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

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

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

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

Signed: 
Vendor

Printed Name Robert E. Sheets

Company Name: Anser Advisory Consulting, LLC

Date: May 9, 2023

RFQ No.: RFQ 2023-03

NAMES & ADDRESSES OF OWNERS

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

Anser Advisory, LLC is a wholly owned subsidiary of National Capital Improvement

Corporation (FEIN 83-0983301) which owns 100% of the corporation.

There are no individuals within Anser Advisory, LLC holding more than a 5% interest.

RFQ No.: RFQ 2023-03

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWSSOLICITATION NO.: RFQ 2023-03 PROJECT NAME: Grant Management Services

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

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

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

Company Name: Anser Advisory Consulting, LLC

	Executive Vice President	May 9, 2023
Signature	Title	Date

STATE OF Florida
COUNTY OF Leon

The foregoing instrument was signed and acknowledged before me this 9 day of May 2023, by Robert E. Sheets who has produced

(Print or Type Name)

as identification.

(Type of Identification and Number)



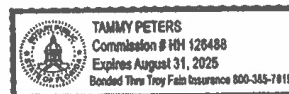
Notary Public Signature

Tammy Peters

Printed Name of Notary Public

August 31, 2025

Notary Commission Number/Expiration



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

RFQ No.: RFQ 2023-03

PUBLIC ENTITY CRIME FORM

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

1. This sworn statement is submitted to Village of Estero, Florida
(Print name of the public entity)
by Robert E. Sheets Executive Vice President
(Print individual's name and title)
for Anser Advisory, LLC
(Print name of entity submitting sworn statement)
whose business address is 1500 Mahan Drive, Suite 250, Tallahassee, FL 32308
(If applicable) its Federal Employer Identification Number (FEIN) is 54-2078311
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime:
or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

RFQ No.: RFQ 2023-03

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

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

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

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

[Signature]
(Signature)
May 9, 2023
(Date)

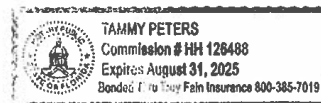
STATE OF FLORIDA
COUNTY OF LEON

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Robert E. Sheets
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 9 day
of May, 2023

Tammy Peters
(NOTARY PUBLIC)

My Commission Expires: August 31, 2025



RFQ No.: RFQ 2023-03

Scrutinized Companies Certification

1. This sworn statement is submitted with a bid, proposal, contract, or contract renewal RFQ 2023-03
number for GrantManagement Services Project or contract
number [Project name]
2. This sworn statement is submitted by Anser Advisory Consulting, LLC whose
[Name of entity submitting sworn statement]
business address is 1500 Mahan Drive, Suite 250, Tallahassee, FL 32308.
3. Federal Employer Identification Number (FEIN) is 54-2078311 (or
if the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement).
4. My name is Robert E. Sheets and my relationship to the
above is: [Please print name of individual signing]

5. Based on information and belief, the certification, which I have marked below, is true in relation to the
entity submitting this sworn statement as required by §287.135, Florida Statutes.

[] Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any amount)

- ☒ The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List nor is it engaged in a boycott of Israel.
- ☐ The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List or is actively engaged in a boycott of Israel.

[] Scrutinized Companies with Activities in Sudan List (bid, proposal or contract renewal for \$1 Million or more)

- ☐ The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.
- ☐ The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.

[] Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (bid, proposal or contract renewal for \$1 Million or more)

- ☐ The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
- ☐ The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[] Business Operations in Cuba or Syria (bid, proposal or contract renewal for \$1 Million or more)

- ☐ The entity submitting this sworn statement does not have business operations in Cuba or Syria.
- ☐ The entity submitting this sworn statement does have business operations in Cuba or Syria.

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

RFQ No.: RFQ 2023-03

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

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

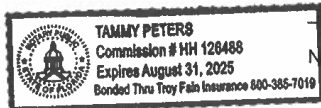
By the signature(s) below, I, the undersigned, as authorized signatory to commit the certifying entity, attest that the information as provided in this form is truthful and correct at the time of submission.

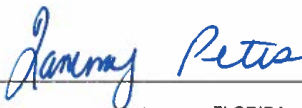
 Robert E. Sheets
AFFIANT Typed Name of AFFIANT
Executive Vice President
Title

STATE OF FLORIDA COUNTY OF LEON

The foregoing instrument was executed before me this 9th day of May, 2023,
by Robert E. Sheets as Executive Vice President of
Anser Advisory, LLC, who personally swore or affirmed
that he/she is authorized to execute this document and thereby bind the Corporation, and who is
personally known to me OR has produced _____
as identification.

(stamp)




NOTARY PUBLIC, State of FLORIDA

RFQ No.: RFQ 2023-03

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Anser Advisory Consulting, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

By: 

Name: Robert E. Sheets

Title: Executive Vice President

Date: May 9, 2023



ANSERAD-01

EMORRIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/8/2023

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

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

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102		CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279 E-MAIL: admin@amesgough.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : National Fire Insurance Company of Hartford A(XV)	20478
		INSURER B : Continental Insurance Company A(XV)	35289
		INSURER C : American Casualty Co of Reading, PA A(XV)	20427
		INSURER D : Evanston Insurance Company	35378
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			7011411355	1/17/2023	1/17/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			7011411369	1/17/2023	1/17/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			7011652381	1/17/2023	1/17/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	7011411372	1/17/2023	1/17/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.			MKLV7PL0005704	1/17/2023	1/17/2024	Per Claim/Aggregate 2,000,000

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

RE-TITLE:

GRANT MANAGEMENT SERVICES

Village of Estero is included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability and Automobile Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. Umbrella Liability coverage SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Village of Estero 9401 Corkscrew Palms Circle #101 Estero, FL 33928	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: **ANSERAD-01****EMORRIS**LOC #: **1****ADDITIONAL REMARKS SCHEDULE**Page **1** of **1**

AGENCY Ames & Gough		NAMED INSURED Anser Advisory, LLC 2677 North Main Street Suite 400 Santa Ana, CA 92705	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: **ACORD 25** FORM TITLE: **Certificate of Liability Insurance****Description of Operations/Locations/Vehicles:**

sits excess over General Liability, Automobile Liability and Employers Liability coverage. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

ACORD 101 (2008/01)

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THIS AGREEMENT (“Agreement”), is made and entered into this ____ day of ____ 2023 (“Effective Date”) by and between the Village of Estero, a Florida municipal corporation, whose address is 9401 Corkscrew Palms Circle #101, Estero, Florida 33928, (“Village”) and Hagerty Consulting, Inc. (“Consultant”) whose address is 1618 Orrington Avenue, Suite 201, Evanston, IL 60201, as follows:

WITNESSETH

WHEREAS, the Village has determined that grant management services are required on an annual basis; and

WHEREAS, these services have been competitively solicited through Request for Qualifications RFQ 2023-03 (“RFQ”) in accordance with Florida Statutes 287.055, and all other applicable laws and Village procurement regulations; and

WHEREAS, the Consultant submitted their Qualifications and Proposal in response to the RFQ, and the Village’s evaluation committee determined that Consultant is qualified, willing and able to provide and perform all such services in accordance with the terms and conditions of the RFQ; and

WHEREAS, the Parties subsequently negotiated the terms of this Agreement which has been approved by the Village Council.

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

ARTICLE 1.

CONTRACT DOCUMENTS; PRECEDENCE

- 1.1. This Agreement shall consist of the following Contract Documents (each of which are incorporated by reference and made a part hereof):
 - a. This Agreement.
 - b. All Addenda issued subsequent to the RFQ.
 - c. The RFQ, including all attachments thereto.
 - d. The Consultant’s Qualifications and Proposal.

1.2 In the event of any conflict between the Contract Documents, the document earlier listed above shall prevail over any later listed document.

1.3 In addition, the following federal procurement guidelines are incorporated herein, and made a part hereof:

Uniform Guidance, Appendix II Provisions: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200>

HUD Required Provisions: <https://www.hudexchange.info/resource/5614/buying-right-cdbg-dr-and-procurement-a-guide-to-recovery/> and

<https://files.hudexchange.info/resources/documents/CDBG-DR-Procurement-Example-Procurement-Checklist.docx>

To the extent of any conflict between this Agreement, including any Contract Document incorporated herein, and these incorporated federal procurement guidelines, the federal procurement guidelines shall prevail.

ARTICLE 2.
SCOPE OF SERVICES

2.1. Consultant agrees to perform all the services and provide all the materials requested and described in the Scope of Work which is attached hereto as Exhibit A and incorporated herein by this reference, which are hereinafter collectively referred to as the "Scope of Services." Notwithstanding the preceding, Consultant will not perform any services under this Agreement until receipt of written authorization from the Village in the form of a task order, the Village reserves the right to amend the authorization in the task order.

The task order issued will outline: (a) the scope of the task order, (b) tasks to be provided by Consultant, (c) not to exceed amount for the estimated cost of services; and (d) the effective date of the task order and the expiration date of the task order (e.g. 180 days from the effective date).

2.2. Consultant agrees to provide its services and materials in the times allowed for performance contained in the Scope of Services. The Consultant will make no claims for additional compensation or damages owing to suspensions, delays, or hindrances which arise during the performance of this Agreement. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the Village may decide. However, such extension will not operate as a waiver of any other rights of the Village. Consultant will provide the Village with regular reports providing the status of services provided under a subject task order(s).

ARTICLE 3.
COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICES

3.1. Village will pay Consultant for those services performed by Consultant.

3.2. Payment for services rendered by Consultant will be made on a monthly basis. Consultant shall submit a monthly invoice with the hours and materials spent on all work performed with accompanying charges based upon the agreed upon hourly rates. Services completed will be subject to review and approval by the Village Manager or his or her designee. Payment for tasks will be on a time and materials basis per Exhibit B attached hereto. Labor will be billed on an hourly basis in alignment with the labor categories and rates identified in Exhibit B. Consultant provides base year pricing as outlined in Exhibit B. These rates will be held firm for the initial term of the contract. For any option year, Consultant will work with the Village to determine if any rate increases are appropriate based on increases in the Consumer Price Index. The labor rates do not include travel costs and other direct costs. Travel costs will be billed in alignment with the U.S. General Services Administration (GSA) Federal Travel Regulations. Other direct costs may include printing and reproduction, facility rental, or equipment rental.

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

3.4. Consultant acknowledges that each billing must be reviewed and approved by the Village Manager or his designee.

3.5. Village will pay Consultant's monthly billings and will follow the dispute resolution procedures set forth in Florida Statutes 218.70 through 218.80, the Local Government Prompt Payment Act. Consultant will be entitled to payment of any portion of a billing not in dispute.

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

ARTICLE 4.

CONSULTANT'S RESPONSIBILITIES

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

4.2. Consultant will be solely responsible for providing its own office space and business equipment, including any vehicles necessary for the performance of the work of its staff assigned to perform work under this Agreement, and for paying all expenses it or its employees incurred while performing the services including, but not limited to, license fees, memberships, and dues; and entertainment technology equipment and software; and any applicable insurance premiums. Consultant will be reimbursed for certain allowable expenses upon submission to the Village, used in connection with the services

performed pursuant to this Agreement. As provided in Section 3.3, travel costs and other direct costs are reimbursable by the Village to the Consultant.

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

4.4. Consultant will, without additional compensation, correct and revise any minor deficiencies in its work product identified that can be addressed in process, even if the deficiencies would not be deemed to arise from a negligent act, error or omission of the Consultant.

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

ARTICLE 5.

OWNERSHIP AND USE OF DOCUMENTS

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

5.2. Consultant agrees that any software, computer systems and databases used for providing the documents necessary to this Agreement will be compatible with existing Village software and systems. It is anticipated that any software utilized will be run on windows based PC's and will consist of Microsoft Office 2021 (or newer) and Adobe Acrobat DC (or newer).

ARTICLE 6.
VILLAGE'S RESPONSIBILITIES

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

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

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

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

ARTICLE 7.
TERM / TERMINATION

7.1. The term of this Agreement will begin on the Effective Date and year first written above and shall be continued until superseded by a subsequent Village agreement, or terminated in accordance herewith.

7.2. A Party may terminate this agreement at any time upon thirty (30) calendar days written notice to the other Party. In the event the Village terminates this agreement, the Consultant must cease work and will deliver to the Village all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with its services. The Village will, upon receipt of the aforementioned documents, pay any undisputed invoices of the Services Provider.

ARTICLE 8.
NOTICES

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

Consultant: Hagerty Consulting, Inc.

Village: Steve Sarkozy

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

ARTICLE 9.
ASSIGNMENT; SUBCONTRACTING

9.1. This Agreement, or any interest herein, will not be assigned, transferred or otherwise encumbered, under any circumstances by Consultant without the prior written consent of the Village. Further, no portion of work assigned to Consultant under this Agreement may be performed by subcontractors or subconsultants without the express prior written approval by the Village Manager of such subcontracting. In the event the Village authorizes subcontracting, Consultant shall remain fully responsible and liable for all such subcontracted work, and Consultant shall ensure that any subcontractor maintains the same insurance coverage as are required herein, and are bound to perform the work in the same manner and to the same standards as the Consultant is required to perform under this Agreement.

ARTICLE 10.
EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION

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

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

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

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

ARTICLE 11.
GOVERNING LAW / VENUE

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

ARTICLE 12.
INDEPENDENT CONTRACTOR STATUS

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

12.2. Neither the Village nor any of its employees will have any control over the conduct of Consultant or any of Consultant's employees, except as herein set forth, and

Consultant expressly warrants not to represent at any time or in any manner that Consultant or any of Consultant's agents, servants or employees are in any manner agents, servants or employees of the Village. It is understood and agreed that Consultant is, and will remain at all times remain, a wholly independent contractor and that Consultant's obligations to the Village are solely as prescribed by this Agreement.

ARTICLE 13.
AUDIT AND RECORDS REQUIREMENTS

13.1. Consultant will maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which will be available and accessible at Consultant's local offices for the purpose of inspection, audit, and copying during normal business hours by the Village, or any of its authorized representatives. Such records must be retained for a minimum of three (3) years after completion of the services. Prior to destruction of any records, the Consultant will notify the Village and deliver to the Village any records the Village requests. Consultant will require all subconsultants and subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Consultant and the subconsultant or subcontractor.

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

13.3. Public Records Act Compliance. The Consultant shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes 119.0701. Pursuant to that statute, the Consultant shall:

(a) Keep and maintain public records required by the Village to perform the Services provided hereunder.

(b) Upon request from the Village's custodian of public records, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Village.

(d) Upon completion of the Agreement, transfer, at no cost, to the Village all public records in the possession of the Consultant or keep and maintain public records required by the Village to perform the service. If the Consultant transfers all public records to the Village upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the information technology systems of the Village.

If the Consultant fails to comply with the requirements in this Section, the Village may enforce these provisions in accordance with the terms of this Agreement. If the Consultant fails to provide the public records to the Village within a reasonable time, it may be subject to penalties under Florida Statutes 119.10.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE ESTERO VILLAGE CLERK (CUSTODIAN OF PUBLIC RECORDS) AT 239-221-5035, records@estero-fl.gov, OR VILLAGE HALL, 9401 CORKSCREW PALMS CIRCLE, ESTERO, FL 33928.

ARTICLE 14. INDEMNIFICATION

14.1. Consultant will pay on behalf of or indemnify and hold harmless the Village, its officials, officers, employees, agents and volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, including reasonable attorneys' fees and court costs (whether such fees and costs are incurred in negotiations, collection of attorneys' fees or at the trial level or on appeal), suits or liabilities, of whatever kind of nature, to the extent caused by any negligent or intentional act, error, omission, or default of Consultant or Consultant's officers, employees, agents, servants, volunteers or subcontractors or consultants, if any, caused by the performance or failure to perform under the terms of this Agreement.

14.2 Consultant must maintain during the term of this Agreement the insurance policies, at the associated policy limits, as are set forth in Exhibit C of this Agreement.

ARTICLE 15. EMPLOYEE RESTRICTIONS

15.1. Immigration Compliance; E-Verify. Consultant acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Consultant's employment of unauthorized aliens is a violation of 274(e) of the Federal Immigration and Employment Act. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify

system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Village.

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

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

15.3. The Consultant will incorporate the terms of this section into all contracts with any subconsultants or subcontractors.

ARTICLE 16. **NO CONTINGENT FEES**

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

ARTICLE 17.
MISCELLANEOUS PROVISIONS

17.1. The Parties represent and warrant to each other that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and that the execution and performance of the Agreement (i) does not breach any agreement of such Party with any third party, (ii) does not violate any law, rule or regulation, (iii) is within its organizational powers, and (iv) has been authorized by all necessary action of such Party.

17.2. Each Party to this Agreement further represents and warrants that all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the Party on whose behalf he or she is executing.

17.3 No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of one Party at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the demanding Party thereafter to enforce same. Nor shall waiver by one Party of any breach of any term of this Agreement by the other Party be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

17.4 The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Lee County, Florida. Venue shall lie exclusively in Lee County.

17.5 In any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all of their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, notwithstanding the outcome of those proceedings. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.

17.6 The Consultant shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Consultant's officers, employees, agents, or subcontractors, or the delivery of the Consultant's Services to the Village.

17.7 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it be understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.

17.8 This Agreement only provides rights and remedies for the Client and Consultant. Notwithstanding anything else contained herein, this Agreement does not

provide any rights or remedies for any other Person. There are no third-party beneficiaries under this Agreement.

17.9 Pursuant to Florida Statutes 287.135, the Consultant is not eligible to enter into, or renew, this Agreement if:

(i) The Consultant is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes 215.473);

(ii) The Consultant engages in business operations in Cuba or Syria; or

(iii) The Consultant is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes 215.4725), or is engaged in a boycott of Israel.

17.10 By entering into this Agreement, the Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Consultant acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Consultant shall notify the Village if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Consultant to the Client within ten (10) days of the date of such occurrence.

In the event the Village determines, using credible information available to the public, that the Consultant has submitted a false certification or that Consultant is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the Village may, in its sole discretion, terminate this agreement and seek a civil penalty and other damages and relief against the Consultant, pursuant to Florida Statutes 287.135. In addition, the Village may pursue any and all other legal remedies against the Consultant.

17.11 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

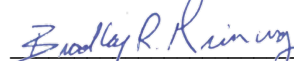
ARTICLE 18. **TRUTH-IN-NEGOTIATION CERTIFICATE**

If applicable, in accordance with Section 287.055(4), Florida Statutes, signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums

by which Village determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused the execution of this Agreement by their respective authorized officers as of the Effective Date.

HAGERTY CONSULTING, INC.



Brad Grining, Chief Operating Officer

VILLAGE OF ESTERO

Steve Sarkozy, Village Manager

Exhibit List:

Exhibit A – Scope of Services

Exhibit B – Pricing Proposal

Exhibit C – Insurance Requirements

EXHIBIT A

GRANT MANAGEMENT SERVICES

STATEMENT OF WORK

A. PROJECT OVERVIEW

To provide grant management services on an as requested basis. While Community Development Block Grants (CDBG) are expected to be the focus of this work, additional grant funding sources could be included, depending upon availability. The firm will help the Village obtain grant funding, expedite the process, and retain funds during project closeout and audit.

B. SCHEDULE

As scheduled and requested.

C. COMPENSATION

Hourly Rates (see Exhibit B).

EXHIBIT B

PRICING PROPOSAL

Per pricing submitted in response to RFQ 2023-03 – Hourly Rates – as follows:

Project Executive - \$240/Hour

Senior Subject Matter Expert - \$260/Hour

Subject Matter Expert - \$230/Hour

Senior Project Manager - \$210/Hour

Project Manager - \$170/Hour

Engineer/Scientist III - \$210/Hour

Senior Engineer/Planner/Analyst - \$170/Hour

Engineer/Planner/Analyst - \$115/Hour

Damage Assessment Estimator III - \$220/Hour

Senior Damage Assessment Estimator - \$185/Hour

Damage Assessment Estimator - \$140/Hour

Financial Management Specialist III - \$210/Hour

Senior Financial Management Specialist - \$170/Hour

Financial Management Specialist - \$115/Hour

Grant Management Specialist III - \$200/Hour

Senior Grant Management Specialist - \$150/Hour

Grant Management Specialist - \$120/Hour

Recovery Consultant IV - \$200.00/Hour

Recovery Consultant III - \$180/Hour

Recovery Consultant II - \$ 155/Hour

Recovery Consultant I - \$110/Hour

Analyst - \$105/Hour

Senior Administrator - \$90/Hour

Administrative Assistant - \$70/Hour

EXHIBIT C
INSURANCE REQUIREMENTS

As per attached.

Page 16 of 18

VILLAGE OF ESTERO, FLORIDA

MAJOR INSURANCE REQUIREMENTS

WITH PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS)

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

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

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

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

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

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

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

- d. Errors and Omissions - Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

\$1,000,000 combined single limit (CSL) of BI and PD

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

Verification of Coverage:

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

- a. The certificate holder shall read as follows:

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

- b. *"Village of Estero, a municipal corporation of the State of Florida, its agents, employees, and public officials"* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

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

THIS AGREEMENT (“Agreement”), is made and entered into this ____ day of ____ 2023 (“Effective Date”) by and between the Village of Estero, a Florida municipal corporation, whose address is 9401 Corkscrew Palms Circle #101, Estero, Florida 33928, (“Village”) and Anser Advisory Consulting, LLC (“Consultant”) whose address is 1500 Mahan Dr., Suite 250, Tallahassee, FL 32308, as follows:

WITNESSETH

WHEREAS, the Village has determined that grant management services are required on an annual basis; and

WHEREAS, these services have been competitively solicited through Request for Qualifications RFQ 2023-03 (“RFQ”) in accordance with Florida Statutes 287.055, and all other applicable laws and Village procurement regulations; and

WHEREAS, the Consultant submitted their Qualifications and Proposal in response to the RFQ, and the Village’s evaluation committee determined that Consultant is qualified, willing and able to provide and perform all such services in accordance with the terms and conditions of the RFQ; and

WHEREAS, the Parties subsequently negotiated the terms of this Agreement which has been approved by the Village Council.

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

ARTICLE 1.

CONTRACT DOCUMENTS; PRECEDENCE

- 1.1. This Agreement shall consist of the following Contract Documents (each of which are incorporated by reference and made a part hereof):
 - a. This Agreement.
 - b. All Addenda issued subsequent to the RFQ.
 - c. The RFQ, including all attachments thereto.
 - d. The Consultant’s Qualifications and Proposal.

1.2 In the event of any conflict between the Contract Documents, the document earlier listed above shall prevail over any later listed document.

1.3 In addition, the following federal procurement guidelines are incorporated herein, and made a part hereof:

Uniform Guidance, Appendix II Provisions: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200>

HUD Required Provisions: <https://www.hudexchange.info/resource/5614/buying-right-cdbg-dr-and-procurement-a-guide-to-recovery/> and

<https://files.hudexchange.info/resources/documents/CDBG-DR-Procurement-Example-Procurement-Checklist.docx>

To the extent of any conflict between this Agreement, including any Contract Document incorporated herein, and these incorporated federal procurement guidelines, the federal procurement guidelines shall prevail.

ARTICLE 2.
SCOPE OF SERVICES

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

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

ARTICLE 3.
COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICES

3.1. Village will pay Consultant for those services performed by Consultant.

3.2. Payment for services rendered by Consultant will be made on a monthly basis. Consultant shall submit a monthly invoice with the hours spent on all work performed with accompanying charges based upon the agreed upon hourly rates. Services completed will be subject to review and approval by the Village Manager or his or her designee.

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

3.4. Consultant acknowledges that each billing must be reviewed and approved by the Village Manager or his designee.

3.5. Village will pay Consultant's monthly billings and will follow the dispute resolution procedures set forth in Florida Statutes 218.70 through 218.80, the Local Government Prompt Payment Act. Consultant will be entitled to payment of any portion of a billing not in dispute.

3.6. It is expressly understood by the Village and the Consultant that funding for any successive fiscal years may be contingent upon appropriation of monies by the

Village Council or other entities. In the event that funds are not available or appropriated, the Village reserves the right to terminate the Agreement without penalty or liability. Termination will occur (1) upon notice to the Consultant or automatically (2) on the last day of the then current fiscal year or (3) when the appropriation made for the then-current year or specific appropriation for the services covered by this Agreement is spent, whichever event occurs first.

ARTICLE 4. CONSULTANT'S RESPONSIBILITIES

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

4.2. Consultant will be solely responsible for providing its own office space and business equipment, including any vehicles necessary for the performance of the work of its staff assigned to perform work under this Agreement, and for paying all expenses it or its employees incurred while performing the services including, but not limited to, license fees, memberships, and dues; automobile and other travel expenses; meals and entertainment technology equipment and software; and any applicable insurance premiums.

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

4.4. Consultant will, without additional compensation, correct and revise any minor deficiencies in its work product identified that can be addressed in process, even if the deficiencies would not be deemed to arise from a negligent act, error or omission of the Consultant.

4.5. Consultant will be responsible for notifying the Village promptly whenever a delay is anticipated or experienced, including a delay in approval by any governmental agency having jurisdiction over any work task. The Village shall allow the Consultant to

extend response times for valid, documented delays. The Village shall be the sole determiner of the validity of the delays.

ARTICLE 5.
OWNERSHIP AND USE OF DOCUMENTS

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

5.2. Consultant agrees that any software, computer systems and databases used for providing the documents necessary to this Agreement will be compatible with existing Village software and systems. It is anticipated that any software utilized will be run on windows based PC's and will consist of Microsoft Office 2021 (or newer) and Adobe Acrobat DC (or newer).

ARTICLE 6.
VILLAGE'S RESPONSIBILITIES

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

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

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

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

ARTICLE 7.
TERM / TERMINATION

7.1. The term of this Agreement will begin on the Effective Date and year first written above and shall be continued until superseded by a subsequent Village agreement, or terminated in accordance herewith.

7.2. A Party may terminate this agreement at any time upon thirty (30) calendar days written notice to the other Party. In the event the Village terminates this agreement, the Consultant must cease work and will deliver to the Village all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with its services. The Village will, upon receipt of the aforementioned documents, pay any undisputed invoices of the Services Provider.

ARTICLE 8. NOTICES

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

Consultant: Anser Advisory Consulting, LLC Village: Steve Sarkozy

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

ARTICLE 9. ASSIGNMENT; SUBCONTRACTING

9.1. This Agreement, or any interest herein, will not be assigned, transferred or otherwise encumbered, under any circumstances by Consultant without the prior written consent of the Village. Further, no portion of work assigned to Consultant under this Agreement may be performed by subcontractors or subconsultants without the express prior written approval by the Village Manager of such subcontracting. In the event the Village authorizes subcontracting, Consultant shall remain fully responsible and liable for all such subcontracted work, and Consultant shall ensure that any subcontractor maintains the same insurance coverage as are required herein, and are bound to perform the work in the same manner and to the same standards as the Consultant is required to perform under this Agreement.

ARTICLE 10. EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION

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

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

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

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

ARTICLE 11.
GOVERNING LAW / VENUE

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

ARTICLE 12.
INDEPENDENT CONTRACTOR STATUS

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

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

ARTICLE 13.
AUDIT AND RECORDS REQUIREMENTS

13.1. Consultant will maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which will be available and accessible at Consultant's local offices for the purpose of inspection, audit, and copying during normal business hours by the Village, or any of its authorized representatives. Such records must be retained for a minimum of three (3) years after completion of the services. Prior to destruction of any records, the Consultant will notify the Village and deliver to the Village any records the Village requests. Consultant will require all subconsultants and subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Consultant and the subconsultant or subcontractor.

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

13.3. Public Records Act Compliance. The Consultant shall comply with all applicable requirements contained in the Florida Public Records Law, including but not

limited to any applicable provisions in Florida Statutes 119.0701. Pursuant to that statute, the Consultant shall:

(a) Keep and maintain public records required by the Village to perform the Services provided hereunder.

(b) Upon request from the Village's custodian of public records, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Village.

(d) Upon completion of the Agreement, transfer, at no cost, to the Village all public records in the possession of the Consultant or keep and maintain public records required by the Village to perform the service. If the Consultant transfers all public records to the Village upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the information technology systems of the Village.

If the Consultant fails to comply with the requirements in this Section, the Village may enforce these provisions in accordance with the terms of this Agreement. If the Consultant fails to provide the public records to the Village within a reasonable time, it may be subject to penalties under Florida Statutes 119.10.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE ESTERO VILLAGE CLERK (CUSTODIAN OF PUBLIC RECORDS) AT 239-221-5035, records@estero-fl.gov, OR VILLAGE HALL, 9401 CORKSCREW PALMS CIRCLE, ESTERO, FL 33928.

ARTICLE 14. INDEMNIFICATION

14.1. Consultant will pay on behalf of or indemnify and hold harmless the Village, its officials, officers, employees, agents and volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, including reasonable attorneys' fees and court costs (whether such fees and costs are incurred in negotiations,

collection of attorneys' fees or at the trial level or on appeal), suits or liabilities, of whatever kind of nature, to the extent caused by any negligent or intentional act, error, omission, or default of Consultant or Consultant's officers, employees, agents, servants, volunteers or subcontractors or consultants, if any, caused by the performance or failure to perform under the terms of this Agreement.

14.2 Consultant must maintain during the term of this Agreement the insurance policies, at the associated policy limits, as are set forth in Exhibit C of this Agreement.

ARTICLE 15. **EMPLOYEE RESTRICTIONS**

15.1. Immigration Compliance; E-Verify. Consultant acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Consultant's employment of unauthorized aliens is a violation of 274(e) of the Federal Immigration and Employment Act. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Village.

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

15.2. If an owner (except a stockholder in a publicly traded corporation) or an employee of the Consultant has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the

Consultant will ensure that the offender's or predator's work on the project is consistent with the terms of their probation and registry requirements.

15.3. The Consultant will incorporate the terms of this section into all contracts with any subconsultants or subcontractors.

ARTICLE 16.
NO CONTINGENT FEES

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

ARTICLE 17.
MISCELLANEOUS PROVISIONS

17.1. The Parties represent and warrant to each other that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and that the execution and performance of the Agreement (i) does not breach any agreement of such Party with any third party, (ii) does not violate any law, rule or regulation, (iii) is within its organizational powers, and (iv) has been authorized by all necessary action of such Party.

17.2. Each Party to this Agreement further represents and warrants that all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the Party on whose behalf he or she is executing.

17.3 No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of one Party at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the demanding Party thereafter to enforce same. Nor shall waiver by one Party of any breach of any term of this Agreement by the other Party be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

17.4 The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement

shall be held and maintained solely in the state and federal courts in and for Lee County, Florida. Venue shall lie exclusively in Lee County.

17.5 In any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all of their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, notwithstanding the outcome of those proceedings. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.

17.6 The Consultant shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Consultant's officers, employees, agents, or subcontractors, or the delivery of the Consultant's Services to the Village.

17.7 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it be understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.

17.8 This Agreement only provides rights and remedies for the Client and Consultant. Notwithstanding anything else contained herein, this Agreement does not provide any rights or remedies for any other Person. There are no third-party beneficiaries under this Agreement.

17.9 Pursuant to Florida Statutes 287.135, the Consultant is not eligible to enter into, or renew, this Agreement if:

- (i) The Consultant is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes 215.473);
- (ii) The Consultant engages in business operations in Cuba or Syria; or
- (iii) The Consultant is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes 215.4725), or is engaged in a boycott of Israel.

17.10 By entering into this Agreement, the Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Consultant acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Consultant shall notify the Village if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Consultant to the Client within ten (10) days of the date of such occurrence.

In the event the Village determines, using credible information available to the public, that the Consultant has submitted a false certification or that Consultant is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the Village may, in its sole discretion, terminate this agreement and seek a civil penalty and other damages and relief against the Consultant, pursuant to Florida Statutes 287.135. In addition, the Village may pursue any and all other legal remedies against the Consultant.

17.11 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

ARTICLE 18.
TRUTH-IN-NEGOTIATION CERTIFICATE

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

IN WITNESS WHEREOF, the Parties hereto have caused the execution of this Agreement by their respective authorized officers as of the Effective Date.

Anser Advisory Consulting, LLC

VILLAGE OF ESTERO

Steve Sarkozy, Village Manager

Exhibit List:

Exhibit A – Scope of Services

Exhibit B – Pricing Proposal

Exhibit C – Insurance Requirements

EXHIBIT A

GRANT MANAGEMENT SERVICES

STATEMENT OF WORK

A. PROJECT OVERVIEW

To provide grant management services on an as requested basis. While Community Development Block Grants (CDBG) are expected to be the focus of this work, additional grant funding sources could be included, depending upon availability. The firm will help the Village obtain grant funding, expedite the process, and retain funds during project closeout and audit.

B. SCOPE OF SERVICES

Consultant will provide the Village with services designed to help maximize Grant funding, expedite the process and retain funds during project closeout and audit. The following bullets present the services that are available under this engagement.

Grant Management Tasks:

- Provide overall management of the entire grant process.
- Provide general grant advice.
- Coordinate Village staff's grant reimbursement process.
- Grant portal input, document development and management.
- Prepare draft correspondence to Agencies.
- Help coordinate Requests for Time Extensions.
- Provide other grant assistance, as requested. Note: While identification of grant opportunities and the application process are anticipated to make up the majority of the assigned work, the Village may, in an appropriate circumstance, assign the successful proposer to perform certain grant administration work.

Eligibility Tasks:

- Review eligibility issues, and work with the Village to develop justifications for presentations grant issuing Agencies.
- Attend meetings with the Agencies to negotiate individual projects, as needed.
- Assist the Village with compiling and summarizing documents required for Grant submittals.
- Assist the Village with preparing Project Worksheets.
- Assist in determining grant eligibility.
- Work with the Village to resolve any disputes that may arise.
- Address issues related to inter-agency funding conflicts.
- If the Village disagrees with grant agency determinations, assist to strategize and write appeals.
- When the Village has completed all projects and drawn down reimbursement for all eligible costs, assist with finalizing preparations for final inspections and audits, and participate in exit conferences with agencies.

Allowability Tasks:

- Assist Village in developing approach to filing and tracking costs.
- Review contracts and purchasing documentation.
- Review documentation prepared to date.
- Assist in capturing and summarizing eligible costs.

Engagement Management Tasks:

- Prepare program management plan.
- Prepare Flash Reports.
- Attend status meetings.
- Prepare invoices and supporting documentation.

C. SCHEDULE

As scheduled and requested.

D. COMPENSATION

Labor Rates (see Exhibit B).

EXHIBIT B

PRICING PROPOSAL

Per pricing submitted in response to RFQ 2023-03 – Labor Rates – as follows:

Senior Vice President - \$250/Hour

Senior Project Manager - \$200/Hour

Grant Manager - \$185/Hour

Project Manager - \$165/Hour

Assistant Project Manager - \$135/Hour

EXHIBIT C
INSURANCE REQUIREMENTS

As per attached.

Page 15 of 17

VILLAGE OF ESTERO, FLORIDA
MAJOR INSURANCE REQUIREMENTS

WITH PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS)

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

- a. Commercial General Liability - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - \$1,000,000 personal and advertising injury
- b. Business Auto Liability - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
 - \$1,000,000 combined single limit (CSL)
 - \$500,000 bodily injury per person
 - \$1,000,000 bodily injury per accident
 - \$500,000 property damage per accident
- c. Workers' Compensation - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
 - \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease – policy limit

- d. Errors and Omissions - Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

\$1,000,000 combined single limit (CSL) of BI and PD

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

Verification of Coverage:

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

- a. The certificate holder shall read as follows:

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

- b. *"Village of Estero, a municipal corporation of the State of Florida, its agents, employees, and public officials"* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

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

RFQ No.: RFQ 2023-03

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: 2023-03

Project Name: Grant Management Services

Please check as appropriate:

☒ Steve Hagerty is
~~not~~ the sole proprietor/owner. The company is not publicly held.

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

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

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

Signed: 

Vendor
Printed Name Katherine G. Freeman, Director of Operations

Company Name: Hagerty Consulting, Inc.

Date: 5/9/2023

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

Owner/President: Steve Hagerty, 6 Milburn Place, Evanston, IL 60201

[illegible]

RFQ No.: RFQ 2023-03

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: RFQ 2023-03

Project Name: Grant Management Services

Please check as appropriate:

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

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

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

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

Signed: 
Vendor

Printed Name Robert E. Sheets

Company Name: Anser Advisory Consulting, LLC

Date: May 9, 2023

RFQ No.: RFQ 2023-03

NAMES & ADDRESSES OF OWNERS

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

Anser Advisory, LLC is a wholly owned subsidiary of National Capital Improvement

Corporation (FEIN 83-0983301) which owns 100% of the corporation.

There are no individuals within Anser Advisory, LLC holding more than a 5% interest.

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 7, 2023

Agenda Item:

RVi Supplemental Staffing Contract and Supplemental Task Authorization No. 01 – Landscape Maintenance Inspections

Motion to approve Supplemental Staffing Contract with RVi and Supplemental Task Authorization No. 01 to the Contract for Landscape Maintenance Inspections Services for \$60,000.

Approve a \$6,000 contingency (10%) for additional services that may be required to complete the project.

Authorize the Village Manager to sign the Contract, STA, and other additional implementing documents within the scope of the Contract and STA on behalf of the Village of Estero Council.

Background:

As the Village of Estero continues to grow with both additional private development and additional Village initiated projects, it can become challenging for the Village's limited Staff to keep up with each project's needs.

On May 3, 2023, Village Council Approved the selection of three firms including RVi to provide supplemental staffing services to the Village of Estero.

Description:

In keeping with the Village's government light model, the monitoring of landscape maintenance services is proposed to be provided by a private firm instead of hiring new Village staff.

Village Staff is proposing to hire RVi to monitor the Village landscape maintenance contractor. RVi is a planning and landscape architecture firm with offices in Bonita Springs and Fort Myers. They have an experienced local landscape architecture staff that is well qualified to provide the required landscape inspection services.

RVi will monitor the landscaping along Estero Parkway, US 41, Via Coconut Point, Corkscrew I-75 Interchange and Ben Hill Griffin Parkway (after Village takes over maintenance). They will provide the following services:

- Weekly inspections
- Monthly more detailed inspections
- Field reports that document the inspections
- Coordination with the maintenance contractor to address any issues
- Up to twice per year plant replacement recommendations

RVi will be monitoring each roadway for plant health, pest issues, pruning, fertilization, mulching and irrigation.

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

Action Requested:

Motion to approve Supplemental Staffing Contract with RVi and Supplemental Task Authorization No. 01 to the Contract for Landscape Maintenance Inspections Services for \$60,000.

Approve a \$6,000 contingency (10%) for additional services that may be required to complete the project.

Authorize the Village Manager to sign the Contract, STA, and other additional implementing documents within the scope of the Contract and STA on behalf of the Village of Estero Council.

Process and Timeline:

RVi will provide landscape maintenance inspections services for 1-year. This will include providing weekly and monthly inspections where any maintenance issues/concerns will be identified. RVi will then work with the landscape maintenance contractor to address any issues.

Financial Impact:

The proposed contract's financial impact is \$66,000. Funding is available in the current General Fund budget for Public Works transportation projects.

Prepared by: David Willems

Attachments:

1. Contract
2. Supplemental Task Authorization No. 01
3. Ownership Disclosure
4. Project Location Map

THIS AGREEMENT (“Agreement”), is made and entered into this 3rd day of May 2023 (“Effective Date”) by and between the Village of Estero, a Florida municipal corporation, whose address is 9401 Corkscrew Palms Circle #101, Estero, Florida 33928, (“Village”) and RVi Planning + Landscape Architecture, Inc. (“Service Provider”) whose address is 28100 Bonita Grande Drive, Suite 305, Bonita Springs, FL 34135, as follows:

WITNESSETH

WHEREAS, the Village has determined that supplemental staffing services on an annual basis for project management, landscape architecture, land planning, community outreach, transportation, structural, lighting and drainage engineering, as well as architectural services; and

WHEREAS, these services have been competitively solicited through Request for Qualifications RFQ 2023-01 (“RFQ”) in accordance with Florida Statutes 287.055, and all other applicable laws and Village procurement regulations; and

WHEREAS, the Service Provider submitted their Qualifications and Proposal in response to the RFQ, and the Village’s evaluation committee determined that Service Provider is qualified, willing and able to provide and perform all such services in accordance with the terms and conditions of the RFQ; and

WHEREAS, the Parties subsequently negotiated the terms of this Agreement which has been approved by the Village Council.

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

ARTICLE 1.

CONTRACT DOCUMENTS; PRECEDENCE

- 1.1. This Agreement shall consist of the following Contract Documents (each of which are incorporated by reference and made a part hereof):
 - a. This Agreement.
 - b. All Addenda issued subsequent to the RFQ.
 - c. The RFQ, including all attachments thereto.
 - d. The Service Provider’s Qualifications and Proposal.
- 1.2 In the event of any conflict between the Contract Documents, the document earlier listed above shall prevail over any later listed document.

ARTICLE 2.

SCOPE OF SERVICES

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

2.2. Service Provider agrees to provide its services and materials in the times allowed for performance contained in the Scope of Services. The Service Provider will

make no claims for additional compensation or damages owing to suspensions, delays, or hindrances which arise during the performance of this Agreement. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the Village may decide. However, such extension will not operate as a waiver of any other rights of the Village.

ARTICLE 3.

COMPENSATION AND PAYMENT OF SERVICE PROVIDER'S SERVICES

3.1. Village will pay Service Provider for those services performed by Service Provider.

3.2. Payment for services rendered by Service Provider will be made on a monthly basis. Service Provider shall submit a monthly invoice with the hours spent on all work performed with accompanying charges based upon the agreed upon hourly rates. Services completed will be subject to review and approval by the Village Manager or his or her designee.

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

3.4. Service Provider acknowledges that each billing must be reviewed and approved by the Village Manager or his designee.

3.5. Village will pay Service Provider's monthly billings and will follow the dispute resolution procedures set forth in Florida Statutes 218.70 through 218.80, the Local Government Prompt Payment Act. Service Provider will be entitled to payment of any portion of a billing not in dispute.

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

ARTICLE 4.

SERVICE PROVIDER'S RESPONSIBILITIES

4.1. Service Provider will perform or furnish consulting and related services to a level of technical skill, ability, and diligence customarily provided by an experienced professional in their field of expertise when rendering the same services in the same location, and in accordance with sound principles and practices generally acknowledged by professionals in their field of expertise, as represented to the Service Provider, in

writing, to be possessed by Service Provider, all in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted standards of professional consulting practice and with the laws, statutes, ordinances, codes, rules and regulations governing Service Provider's profession. The same standards of care will be required of any subconsultant or subcontractor engaged by Service Provider.

4.2. Service Provider will be solely responsible for providing its own office space and business equipment, including any vehicles necessary for the performance of the work of its staff assigned to perform work under this Agreement, and for paying all expenses it or its employees incurred while performing the services including, but not limited to, license fees, memberships, and dues; automobile and other travel expenses; meals and entertainment technology equipment and software; and any applicable insurance premiums.

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

4.4. Service Provider will, without additional compensation, correct and revise any minor deficiencies in its work product identified that can be addressed in process, even if the deficiencies would not be deemed to arise from a negligent act, error or omission of the Service Provider.

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

ARTICLE 5. OWNERSHIP AND USE OF DOCUMENTS

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

5.2. Service Provider agrees that any software, computer systems and databases used for providing the documents necessary to this Agreement will be compatible with existing Village software and systems. It is anticipated that any software utilized will be run on windows based PC's and will consist of Microsoft Office 2021 (or newer) and Adobe Acrobat DC (or newer).

ARTICLE 6.
VILLAGE'S RESPONSIBILITIES

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

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

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

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

ARTICLE 7.
TERM / TERMINATION

7.1. The term of this Agreement will begin on the Effective Date and year first written above and shall be continued until superseded by a subsequent Village agreement, or terminated in accordance herewith.

7.2. A Party may terminate this agreement at any time upon thirty (30) calendar days written notice to the other Party. In the event the Village terminates this agreement, the Service Provider must cease work and will deliver to the Village all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the Service Provider in connection with its services. The Village will, upon receipt of the aforementioned documents, pay any undisputed invoices of the Services Provider.

ARTICLE 8.
NOTICES

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

Service Provider: RVi Planning + Landscape Village: Steve Sarkozy
Architecture via Alexis Crespo, AICP, LEED AP

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

ARTICLE 9.
ASSIGNMENT; SUBCONTRACTING

9.1. This Agreement, or any interest herein, will not be assigned, transferred or otherwise encumbered, under any circumstances by Service Provider without the prior written consent of the Village. Further, no portion of work assigned to Service Provider under this Agreement may be performed by subcontractors or subconsultants without the express prior written approval by the Village Manager of such subcontracting. In the event the Village authorizes subcontracting, Service Provider shall remain fully responsible and liable for all such subcontracted work, and Service Provider shall ensure that any subcontractor maintains the same insurance coverage as are required herein, and are bound to perform the work in the same manner and to the same standards as the Service Provider is required to perform under this Agreement.

ARTICLE 10.
EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION

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

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

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

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

ARTICLE 11.
GOVERNING LAW / VENUE

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

ARTICLE 12.
INDEPENDENT CONTRACTOR STATUS

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

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

ARTICLE 13.
AUDIT AND RECORDS REQUIREMENTS

13.1. Service Provider will maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which will be available and accessible at Service Provider's local offices for the purpose of inspection, audit, and copying during normal business hours by the Village, or any of its authorized representatives. Such records must be retained for a minimum of three (3) years after completion of the services. Prior to destruction of any records, the Service Provider will notify the Village and deliver to the Village any records the Village requests. Service Provider will require all subconsultants and subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Service Provider and the subconsultant or subcontractor.

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

13.3. Public Records Act Compliance. The Service Provider shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes 119.0701. Pursuant to that statute, the Consultant shall:

(a) Keep and maintain public records required by the Village to perform the Services provided hereunder.

(b) Upon request from the Village's custodian of public records, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for

the duration of the term of this Agreement and following completion of this Agreement if the Service Provider does not transfer the records to the Village.

(d) Upon completion of the Agreement, transfer, at no cost, to the Village all public records in the possession of the Service Provider or keep and maintain public records required by the Village to perform the service. If the Service Provider transfers all public records to the Village upon completion of the Agreement, the Service Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Service Provider keeps and maintains public records upon completion of the Agreement, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the information technology systems of the Village.

If the Service Provider fails to comply with the requirements in this Section, the Village may enforce these provisions in accordance with the terms of this Agreement. If the Service Provider fails to provide the public records to the Village within a reasonable time, it may be subject to penalties under Florida Statutes 119.10.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE ESTERO VILLAGE CLERK (CUSTODIAN OF PUBLIC RECORDS) AT 239-221-5035, records@estero-fl.gov, OR VILLAGE HALL, 9401 CORKSCREW PALMS CIRCLE, ESTERO, FL 33928.

ARTICLE 14. INDEMNIFICATION

14.1. Service Provider will pay on behalf of or indemnify and hold harmless the Village, its officials, officers, employees, agents and volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, including reasonable attorneys' fees and court costs (whether such fees and costs are incurred in negotiations, collection of attorneys' fees or at the trial level or on appeal), suits or liabilities, of whatever kind of nature, to the extent caused by any negligent or intentional act, error, omission, or default of Service Provider or Service Provider's officers, employees, agents, servants, volunteers or subcontractors or consultants, if any, caused by the performance or failure to perform under the terms of this Agreement.

14.2 Service Provider must maintain during the term of this Agreement the insurance policies, at the associated policy limits, as are set forth in Exhibit C of this Agreement.

ARTICLE 15.
EMPLOYEE RESTRICTIONS

15.1. Immigration Compliance; E-Verify. Service Provider acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Service Provider's employment of unauthorized aliens is a violation of 274(e) of the Federal Immigration and Employment Act. The Service Provider shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Village.

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

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

15.3. The Service Provider will incorporate the terms of this section into all contracts with any subconsultants or subcontractors.

ARTICLE 16.
NO CONTINGENT FEES

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

ARTICLE 17.
MISCELLANEOUS PROVISIONS

17.1. The Parties represent and warrant to each other that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and that the execution and performance of the Agreement (i) does not breach any agreement of such Party with any third party, (ii) does not violate any law, rule or regulation, (iii) is within its organizational powers, and (iv) has been authorized by all necessary action of such Party.

17.2. Each Party to this Agreement further represents and warrants that all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the Party on whose behalf he or she is executing.

17.3 No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of one Party at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the demanding Party thereafter to enforce same. Nor shall waiver by one Party of any breach of any term of this Agreement by the other Party be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

17.4 The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Lee County, Florida. Venue shall lie exclusively in Lee County.

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

17.6 The Service Provider shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Service Provider's officers, employees, agents, or subcontractors, or the delivery of the Service Provider's Services to the Village.

17.7 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it be understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.

17.8 This Agreement only provides rights and remedies for the Client and Consultant. Notwithstanding anything else contained herein, this Agreement does not provide any rights or remedies for any other Person. There are no third-party beneficiaries under this Agreement.

17.9 Pursuant to Florida Statutes 287.135, the Service Provider is not eligible to enter into, or renew, this Agreement if:

(i) The Service Provider is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes 215.473);

(ii) The Service Provider engages in business operations in Cuba or Syria; or

(iii) The Service Provider is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes 215.4725), or is engaged in a boycott of Israel.

17.10 By entering into this Agreement, the Service Provider certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Service Provider acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Service Provider shall notify the Village if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Consultant to the Client within ten (10) days of the date of such occurrence.

In the event the Village determines, using credible information available to the public, that the Service Provider has submitted a false certification or that Service Provider is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the Village may, in its sole discretion, terminate this agreement and seek a civil penalty and other damages and relief against the Service Provider, pursuant to Florida Statutes 287.135. In addition, the Village may pursue any and all other legal remedies against the Service Provider.

17.11 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

ARTICLE 18.
TRUTH-IN-NEGOTIATION CERTIFICATE

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

IN WITNESS WHEREOF, the Parties hereto have caused the execution of this Agreement by their respective authorized officers as of the Effective Date.

RVi PLANNING + LANDSCAPE
ARCHITECTURE, INC.



Alexis Crespo, AICP, LEED AP,
Vice President of Planning

VILLAGE OF ESTERO

Steve Sarkozy, Village Manager

Exhibit List:

Exhibit A – Scope of Services
Exhibit B – Pricing Proposal
Exhibit C – Insurance Requirements

EXHIBIT A

SUPPLEMENTAL STAFFING SERVICES

STATEMENT OF WORK

A. PROJECT OVERVIEW

To provide supplemental staffing services on an as requested basis.

B. SCOPE OF SERVICES

Staffing positions shall include but are not limited to the following: Project Manager, Landscape Architect, Planner, Engineer, Community Outreach, Transportation Engineer, Drainage Engineer, Architect, and Lighting Engineer/Expert.

C. SCHEDULE

As scheduled and requested.

D. COMPENSATION

To Be Determined on an engagement-by-engagement basis (see Exhibit B).

EXHIBIT B

PRICING PROPOSAL

To Be Determined on an engagement-by-engagement basis.

EXHIBIT C
INSURANCE REQUIREMENTS

As per attached.

Page 14 of 16

VILLAGE OF ESTERO, FLORIDA
MAJOR INSURANCE REQUIREMENTS

WITH PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS)

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

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

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

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

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

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

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

- d. Errors and Omissions - Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

\$1,000,000 combined single limit (CSL) of BI and PD

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

Verification of Coverage:

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

- a. The certificate holder shall read as follows:

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

- b. *"Village of Estero, a municipal corporation of the State of Florida, its agents, employees, and public officials"* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

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



Misc. Professional Services

EC ____

STA No. 01

Project Name: Landscape Maintenance Inspections

Consultant: RVi

Sabrina McCabe - smccabe@rviplanning.com

Village of Estero Contract No.: _____

Village of Estero Account Number: _____

Brief Description: Consultant will inspect the landscape maintenance along US 41, Estero Parkway, Via Coconut Point, Corkscrew Rd Interchange and Ben Hill Griffin Parkway, identify issues, and work with the contract to fix an issues.

Total Fees: \$60,000

The Consultant shall perform the services outlined in the attached Exhibit A – Scope of Services and Exhibit B - Fees, under the terms and conditions outlined in the above referenced Village of Estero Contract No. EC.

Consultant: RVi

Village of Estero

By: _____

By: _____

Name: _____

Name: Steve Sarkozy

Title: _____

Title: Village Manager

Date: _____

Date: _____

Attachments:

Exhibit A – Scope of Services

Exhibit B – Fees

Exhibit A

Project Name: Village of Estero - Landscape Inspection Services

RVi# 23002859

Client Name: Village of Estero

Client Address: 9401 Corkscrew Palms Circle, Estero, FL 33928

Based upon our understanding of project requirements and discussions with you, we have developed the following scope of service.

ARTICLE 1: BASIC SERVICES

The Consultant shall provide, for the Basic Fee, services described in the following phases.

Consultant shall visit the sites to inspect the landscape maintenance work and activities. Consultant will visit the site to determine whether the landscape maintenance work is in general conformance with the aesthetic intent of the project and the maintenance agreement.

1. US 41 Landscape Inspection:
 - a. Attend a Kickoff Meeting to establish project program and communication protocols.
 - b. Obtain and review plans, maps, and records provided by the Owner.
 - c. Coordination with client to discuss on-going inspection report and status of maintenance improvement program for the duration of the 12-month evaluation timeframe.
 - d. Using the landscape plans provided by the client, the Consultant will perform site inspections and identify landscape issues including the following:
 1. Plant health concerns.
 2. Pest problems, review current pest treatment programs (provided by maintenance company).
 3. Improper pruning techniques or lack of pruning.
 4. Fertilization.
 5. Mulching concerns.
 6. Irrigation issues – broken irrigation, too dry/overwatering and reading irrigation pump.
 - e. The Consultant will conduct weekly on-site landscape site visits. Site visits will document any planting concerns and maintenance issues in order to provide the client with recommendations on improving the quality of the landscape.
 - f. Once a month a more thorough inspection of each specific area will be provided with a detailed report. A detailed site inventory is included but may vary slightly depending on project size.
 - g. Provide the contractor with a description of issues as they are identified and where appropriate, provide instruction to the contractor on how to resolve deficiencies.
 - h. An updated field report inclusive of photographic evidence will be provided to the client within 48 hours of the inspection and for the duration of the observation service task.
 - i. The Consultant will provide scope for plant replacement twice per year.
2. Estero Parkway Landscape Inspection:
 - a. Attend a Kickoff Meeting to establish project program and communication protocols.
 - b. Obtain and review plans, maps, and records provided by the Owner.
 - c. Coordination with client to discuss on-going inspection report and status of maintenance improvement program for the duration of the 12-month evaluation timeframe.
 - d. Using the landscape plans provided by the client, the Consultant will perform site inspections and identify landscape issues including the following:
 1. Plant health concerns.
 2. Pest problems, review current pest treatment programs (provided by maintenance company).
 3. Improper pruning techniques or lack of pruning.
 4. Fertilization.
 5. Mulching concerns.
 6. Irrigation issues – broken irrigation, too dry/overwatering and reading irrigation pump.
 7. Checking iron removal tank and coordinate with supplier.



- e. The Consultant will conduct weekly on-site landscape site visits. Site visits will document any planting concerns and maintenance issues in order to provide the client with recommendations on improving the quality of the landscape.
 - f. Once a month a more thorough inspection of each specific area will be provided with a detailed report. A detailed site inventory is included but may vary slightly depending on project size.
 - g. Provide the contractor with a description of issues as they are identified and where appropriate, provide instruction to the contractor on how to resolve deficiencies.
 - h. An updated field report inclusive of photographic evidence will be provided to the client within 48 hours of the inspection and for the duration of the observation service task.
 - i. The Consultant will provide scope for plant replacement twice per year.
3. Via Coconut Point Landscape Inspection:
- a. Attend a Kickoff Meeting to establish project program and communication protocols.
 - b. Obtain and review plans, maps, and records provided by the Owner.
 - c. Coordination with client to discuss on-going inspection report and status of maintenance improvement program for the duration of the 12-month evaluation timeframe.
 - d. Using the landscape plans provided by the client, the Consultant will perform site inspections and identify landscape issues including the following:
 - 1. Plant health concerns.
 - 2. Pest problems, review current pest treatment programs (provided by maintenance company).
 - 3. Improper pruning techniques or lack of pruning.
 - 4. Fertilization.
 - 5. Mulching concerns.
 - 6. Irrigation issues – broken irrigation, too dry/overwatering.
 - e. The Consultant will conduct weekly on-site landscape site visits. Site visits will document any planting concerns and maintenance issues in order to provide the client with recommendations on improving the quality of the landscape.
 - f. Once a month a more thorough inspection of each specific area will be provided with a detailed report. A detailed site inventory is included but may vary slightly depending on project size.
 - g. Provide maintenance entity (sections of Via Coconut are maintained by adjacent private developments) a description of issues as they are identified and where appropriate, provide instruction to the contractor on how to resolve deficiencies.
 - h. An updated field report inclusive of photographic evidence will be provided to the client within 48 hours of the inspection and for the duration of the observation service task.
 - i. The Consultant will provide scope for plant replacement twice per year.
4. Corkscrew Interchange Landscape Inspection:
- FDOT is currently installing landscaping at the Corkscrew Road interchange, which includes 2 years of contractor maintenance. during the contractor maintenance period the Consultant will provide the following services:
- a. Attend a Kickoff Meeting to establish project program and communication protocols.
 - b. Obtain and review plans, maps, and records provided by the Owner.
 - c. Coordination with client to discuss on-going inspection report and status of maintenance improvement program for the duration of the 12-month evaluation timeframe.
 - d. Using the landscape plans provided by the client, the Consultant will perform site inspections and identify landscape issues including the following:
 - 1. Plant health concerns.
 - 2. Pest problems, review current pest treatment programs (provided by maintenance company).
 - 3. Improper pruning techniques or lack of pruning.
 - 4. Fertilization.
 - 5. Mulching concerns.
 - 6. Irrigation issues – broken irrigation, too dry/overwatering.
 - b. The Consultant will conduct weekly on-site landscape. Site visits will document any planting concerns and maintenance issues in order to provide the client with recommendations on improving the quality of the landscape.



- c. Provide Owner a description of issues as they are identified and where appropriate, provide instruction to the contractor on how to resolve deficiencies.
- d. An updated field report inclusive of photographic evidence will be provided to the client within 48 hours of the inspection and for the duration of the landscape observation service task.
- e. The Consultant will provide scope for plant replacement twice per year.
- 5. Ben Hill Griffin Parkway Landscape Inspection:
Landscaping along Ben Hill Griffin Parkway is expected to occur in 2023. After completion of installation the Consultant will provide the following services:
 - a. Attend a Kickoff Meeting to establish project program and communication protocols.
 - b. Obtain and review plans, maps, and records provided by the Owner.
 - c. Coordination with client to discuss on-going inspection report and status of maintenance improvement program for the duration of the 12-month evaluation timeframe.
 - d. Using the landscape plans provided by the client, the Consultant will perform site inspections and identify landscape issues including the following:
 - 1. Plant health concerns.
 - 2. Pest problems, review current pest treatment programs (provided by maintenance company).
 - 3. Improper pruning techniques or lack of pruning.
 - 4. Fertilization.
 - 5. Mulching concerns.
 - 6. Irrigation issues – broken irrigation, too dry/overwatering.
 - e. The Consultant will conduct weekly on-site landscape site visits. Site visits will document any planting concerns and maintenance issues in order to provide the client with recommendations on improving the quality of the landscape.
 - f. Once a month a more thorough inspection of each specific area will be provided with a detailed report. A detailed site inventory is included but may vary slightly depending on project size.
 - g. Provide contractor a description of issues as they are identified and where appropriate, provide instruction to the contractor on how to resolve deficiencies.
 - h. An updated field report inclusive of photographic evidence will be provided to the client within 48 hours of the inspection and for the duration of the landscaping observation service task.
 - i. The Consultant will provide scope for plant replacement twice per year.



Exhibit B

Task 1: US 41 Landscape Inspection	<u>\$15,000</u>
Summary 120 total hours – 2 hours minimum weekly	
Task 2: Estero Parkway Landscape Inspection	<u>\$10,000</u>
Summary 80 total hours – 1 hour minimum weekly	
Task 3: Via Coconut Point Landscape Inspection	<u>\$10,000</u>
Summary 80 total hours – 1 hour minimum weekly	
Task 4: Corkscrew Interchange Landscape Inspection	<u>\$15,000</u>
Summary 120 total hours – 2 hours minimum weekly	
Task 5: Ben Hill Griffin Parkway Landscape Inspection	<u>\$10,000</u>
Summary 80 total hours – 1 hour minimum weekly	
Total Hourly Fees:	\$60,000

6. HOURLY RATES

The following hourly rates shall apply to the fees described herein and any Additional Services requested of the Consultant. The rates set forth below shall be adjusted in accordance with the normal salary review practices of the Consultant.

Principal	\$220.00 - \$275.00
Associate Principal	\$190.00 - \$250.00
Practice Director	\$160.00 - \$230.00
Project Director	\$150.00 - \$230.00
Project Manager	\$140.00 - \$230.00
Landscape Architect (PLA)/Planner (AICP)	\$150.00 - \$220.00
Designer/Planner/Intern	\$90.00 - \$200.00
Technical, Administrative	\$80.00 - \$175.00





CLIENT'S BILLING CONTACTS

Monthly invoices will be sent by email per the information provided by the Client below:

Name: _____

Title: _____

Invoicing address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Due date for timely
processing of invoices: _____

If a special invoice is required, please attach a sample to the executed Professional Services Agreement.



RVi Planning + Landscape Architecture

RFQ No.: RFQ 2023-01

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: RFQ 2023-01

Project Name: Supplemental Staffing Services to the Village of Estero

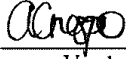
Please check as appropriate:

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

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

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

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

Signed: 

Vendor

Printed Name Alexis Crespo, AICP, LEED AP

Company Name: RVi Planning + Landscape Architecture, Inc.

Date: April 4, 2023

RVi Planning + Landscape Architecture

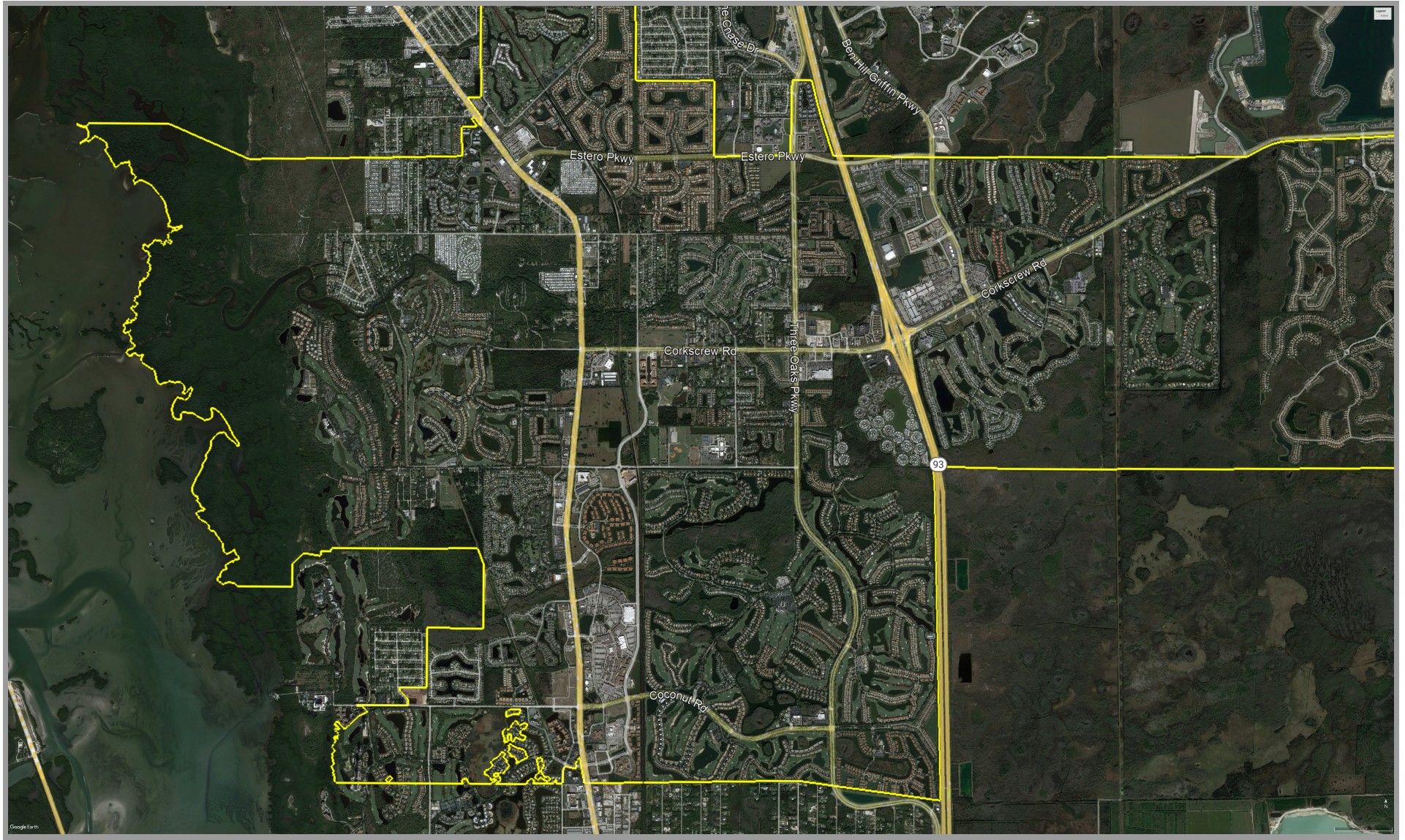
RFQ No.: RFQ 2023-01

NAMES & ADDRESSES OF OWNERS

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

Christopher K. Crawford, 1611 West 5th Street, Suite 175, Austin TX 78703

(Crawford is the only individual person who owns a share greater than 5 percent)



AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 7, 2023

Agenda Item:

First Reading of Ordinance No. 2023-04, Village Initiated Rezoning on Williams Road

Motion to Pass First Reading of Ordinance No. 2023-04 and Set Public Hearing and Second Reading for June 21, 2023.

Background:

This is a Village-initiated rezoning for 21± acres of property on the north side of Williams Road, east of the railroad tracks. The west half of the site is vacant and wooded, and the east half is the site of the Golf Coast Driving Range.

Description:

See attached staff report for detail.

The Planning, Zoning, and Design Board, after discussion, recommended approval with revised conditions at a public hearing held on April 11, 2023. The vote was 5/2.

Action Requested:

Motion to Pass First Reading of Ordinance No. 2023-04 and Set Public Hearing and Second Reading for June 21, 2023.

Process and Timeline:

- Public Information Meeting December 13, 2022
- Planning, Zoning and Design Board Hearing January 10, 2023 and April 11, 2023
- Council First Reading June 7, 2023
- Council Second Reading and Public Hearing June 21, 2023

Financial Impact:

Minor cost for newspaper advertisement for second reading.

Prepared by: Mary Gibbs

Attachments:

1. Ordinance No. 2023-04
2. Staff Report

**VILLAGE OF ESTERO, FLORIDA
ZONING
ORDINANCE NO. 2023 - 04**

**AN ORDINANCE OF THE VILLAGE COUNCIL OF
THE VILLAGE OF ESTERO, FLORIDA, REZONING
21± ACRES OF PROPERTY OWNED BY THE
VILLAGE OF ESTERO FROM COMMERCIAL
PLANNED DEVELOPMENT AND AGRICULTURE
TO ESTERO PLANNED DEVELOPMENT (EPD)
ZONING TO ALLOW FOR VARIOUS SPORTS-
RELATED AND RECREATION USES; PROVIDING
FOR SEVERABILITY; PROVIDING FOR
CONFLICTS; AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, the Village of Estero filed an application for a rezoning for property at
9000 Williams Road (the “Property”); and

WHEREAS, the property STRAP numbers are 34-46-25-E4-0100C.0150 and
34-46-25-E4-0100C.0160 and is legally described as:

See Exhibit B.

WHEREAS, the property is zoned Agriculture and Commercial Planned Development
(CPD). The Agriculture portion is vacant land and the Commercial portion contains an existing
driving range; and

WHEREAS, the Village desires to expand the recreational potential of the site to
provide sports-related indoor and outdoor recreation for the public and consistent with the
Village Center land use designation; and

WHEREAS, at a duly noticed public hearing held on April 11, 2023, the Planning,
Zoning, and Design Board recommended approval with conditions of the rezoning; and

WHEREAS, a duly noticed first reading was held before the Village Council on June
7, 2023; and

WHEREAS, a duly noticed second reading and public hearing was held before the
Village Council on June 21, 2023 for adoption of the Ordinance; and

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

Ordinance No. 2023-04
DCI 2022-E006

Page 1 of 5

Section 1. Rezoning.

The Village Council approves with conditions the rezoning to Estero Planned Development, subject to the following conditions.

Section 2. Conditions

1. **Master Concept Plan**

Development of this project must be consistent with the Master Concept Plan (MCP) titled "9000 Williams Road EPD" date stamped _____.
Zoning Resolution Z-98-051 is superseded by adoption of this Ordinance and is null and void.

2. **Development Intensity and Height**

Development is limited to a maximum of 190,000 square feet of building area.
Maximum height is 45 feet.

3. **Schedule of Uses**

Recreational Facility, indoor and outdoor (such as pickleball, golf driving range, etc.)

Park

Retail (ancillary to sports and recreational operations)

Restaurant, all groups (including Food Trucks)

Office (ancillary)

Consumption on Premises, outdoor seating (see Condition 6)

Bar, outdoor seating (see Condition 6)

Parking Lot or Garage

Utility, minor

Signs in accordance with Land Development Code

Entrance Gate or Gatehouse

Excavation, Water Retention

Temporary Uses

Similar uses as determined by the Director

Maximum Height: 45 feet for all uses

4. **Property Development Regulations**

The property development regulations are as follows:

Setbacks -

Street: 25 feet (Williams Road and Via Coconut)

Side: 10 feet

Rear: 15 feet

Water Body: 10 feet

- 89 Maximum Lot Coverage: 40 percent
 90 Maximum Building Height: 45 feet above grade
 91
 92 5. Access
 93 Access points shown on the Master Concept Plan are approximate and may be
 94 shifted or relocated at time of development order.
 95
 96 6. Outdoor Consumption on Premises or Live Music
 97 Any outdoor consumption on premises or live music or bar outdoor seating within
 98 500 feet of existing homes will require a public hearing at Planning Zoning and
 99 Design Board. This does not prohibit owner from obtaining a temporary use permit
 100 or special event permit.
 101
 102 7. Buffers
 103 As part of the local development order approval, landscape buffers must be
 104 consistent with the Master Concept Plan and Land Development Code except as
 105 approved by deviation. All required buffer plantings must be 100% native
 106 vegetation.
 107
 108 8. Lighting
 109 Lighting must be in compliance with the Land Development Code.
 110
 111 9. Deviations
 112 Deviation 1 to allow a submittal of the Pattern Book at time of development order
 113 in lieu of rezoning, is approved.
 114
 115 Deviation 2 is approved to omit the Type C/F buffer requirement where the
 116 proposed EPD abuts the Estero Community Park.
 117
 118 Deviation 3 is approved to reduce the intersection separation along Williams Road
 119 to 200 feet in lieu of 330 feet.
 120
 121 Deviation 4 is approved to reduce the intersection separation along Via Coconut
 122 Point to 200 feet in lieu of 330 feet.
 123
 124 **Section 3. Findings and Conclusions**
 125
 126 The proposal, as conditioned, is consistent with the general criteria of the Estero
 127 Planned Development zoning district as follows:
 128 a. Goals: This property is complementary to the surrounding uses and will help
 129 create a socially vital center for the community with a mix of recreation, sports-
 130 related uses and civic space.
 131

- b. Reasonable Standards: This request will create high quality public and civic spaces.
- c. Accessibility: The public spaces will be accessible, interconnected, and walkable.
- d. Streets: There will be connections to the existing street network and interconnection to adjacent property to provide walkability and traffic dispersion.
- e. Street Design: Pedestrian connections and linkages will be provided to improve connectivity and walkability.
- f. Lots and Blocks: The linear site does not allow for a standard grid lot and block layout but does provide interconnections.
- g. The Visual Edge: The architectural features will be designed to integrate with the public space and streetscape to create a unique destination for the Village.
- h. Architecture: The building design and colors will be consistent with the Village architectural standards.
- i. Quality of Buildings: The buildings will be high quality and sustainable.

Section 4. Exhibits

The following exhibits are attached to this Ordinance and incorporated by reference:

- Exhibit A Master Concept Plan
- Exhibit B Legal Descriptions

Section 5. Severability

Should any section, paragraph, sentence, clause, phrase or other part of this Ordinance subsequent to its effective date be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole or any portion thereof, other than the part so declared to be invalid.

Section 6. Effective Date

This ordinance shall take effect upon adoption at second reading.

PASSED on first reading this 7th day of June, 2023.

PASSED AND ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero,
Florida this 21st day of June, 2023.

Ordinance No. 2023-04
DCI 2022-E006

Page 4 of 5

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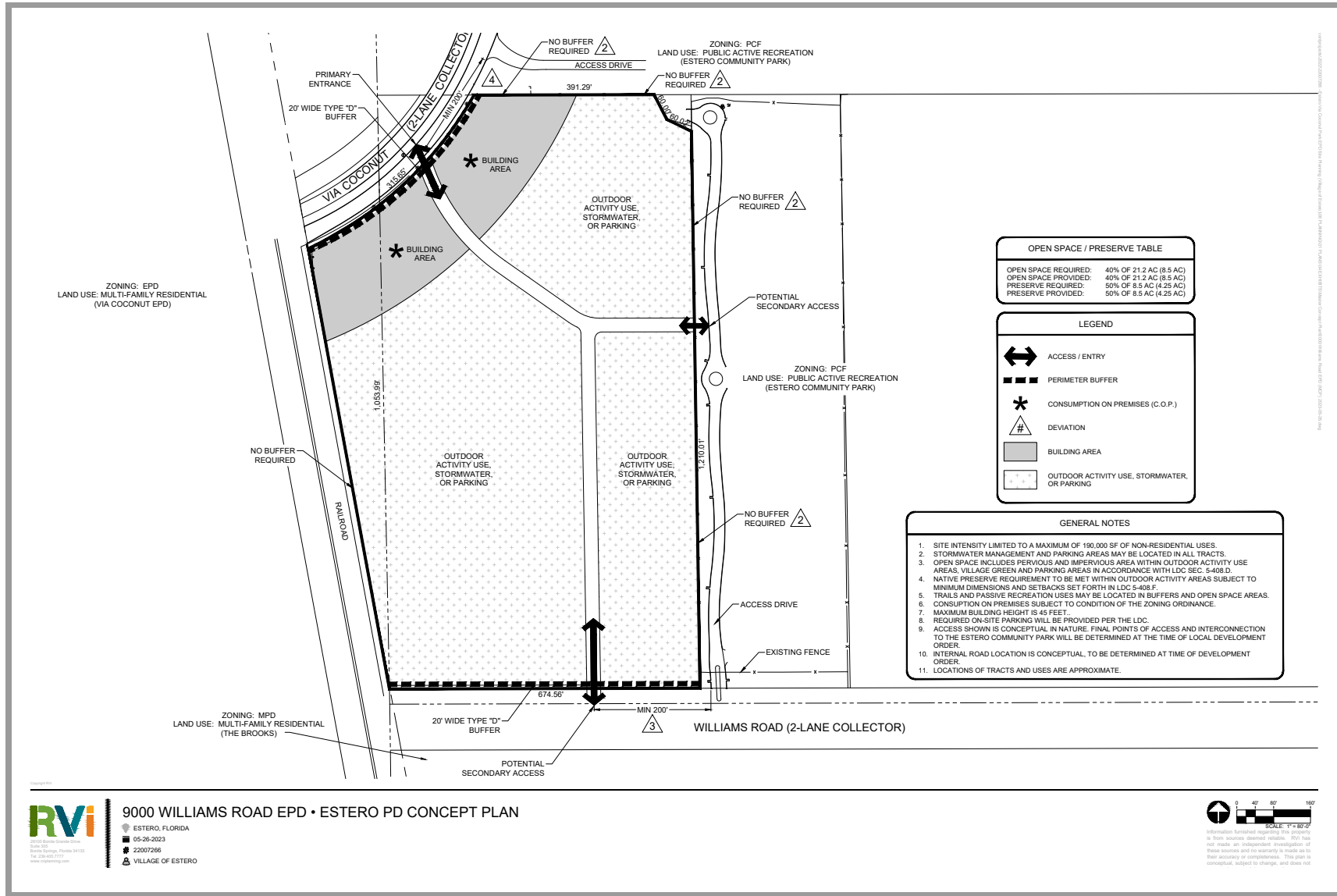
Attest: **VILLAGE OF ESTERO, FLORIDA**

By: _____ By: _____
Carol Sacco, Village Clerk Jon McLain, Mayor

Reviewed for legal sufficiency:

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

Vote:	AYE	NAY
Mayor McLain	_____	_____
Vice Mayor Ribble	_____	_____
Councilmember Fiesel	_____	_____
Councilmember Fayhee	_____	_____
Councilmember Lopez	_____	_____
Councilmember Ward	_____	_____
Councilmember Zalucki	_____	_____

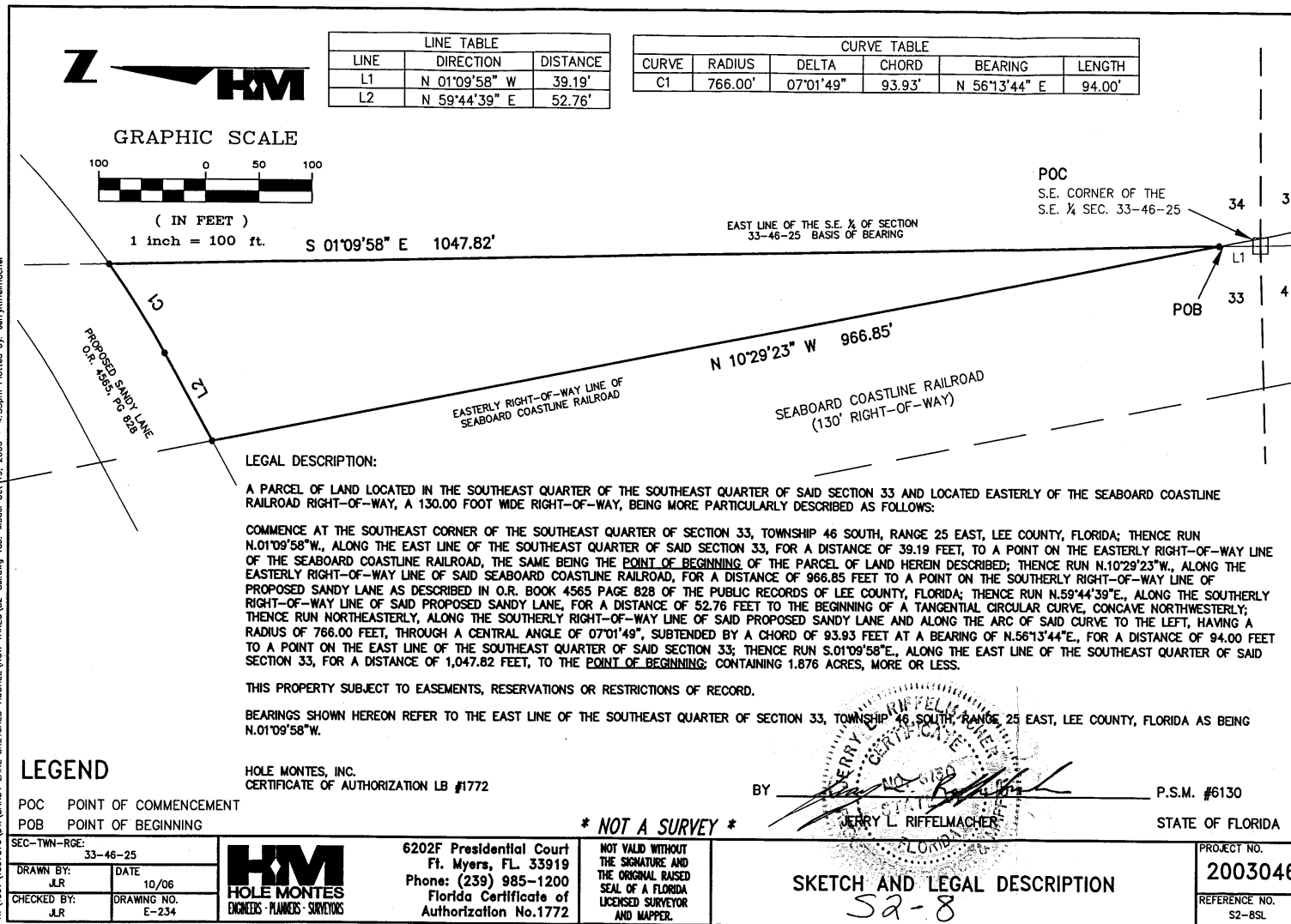




INSTR # 2008000026181 Page Number: 3 of 3

EXHIBIT "A"

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**Village Initiated Rezoning – 9000 Williams Road
Zoning Staff Report
for
Village Council**

CASE NAME: 9000 Williams Road

CASE TYPE: Rezoning from Commercial Planned Development (CPD) and Agriculture (AG) to Estero Planned Development (EPD)

CASE NUMBER: DCI2022-E006

PZDB DATE: April 11, 2023 (originally heard on January 10, 2023)

COUNCIL DATES: June 7 and June 21, 2023

SUMMARY OF REQUEST

The Village Council has initiated a rezoning of Village-owned property on the north side of Williams Road, east of Via Coconut Point and the railroad right-of-way. The property is approximately 21± acres. The current zoning is Commercial Planned Development (CPD) and Agriculture (AG) and the proposed rezoning would be to Estero Planned Development (EPD) with deviations. The proposed zoning is consistent with the anticipated indoor and outdoor sports-related, recreation and entertainment uses envisioned for the property.

RECOMMENDATION

Planning Zoning and Design Board Recommendation

The Planning Zoning and Design Board reviewed the case at public hearings in January and April. After discussion, they recommended approval with revised conditions, deleting the hotel and suggesting the site plan be deleted or be conceptual. The vote was 5/2. Since that time, the Master Concept Plan has been revised based on recommendations by the Village's consultant (Vieste).

Background

A Public Information Meeting was held at the Planning Zoning and Design Board in December, 2022, and a public hearing was held on January 10, 2023. The PZDB had questions about the

June 7 and June 21, 2023

DCI2022-E006

Page 1 of 8

hotel use, deviations, how this fit into surrounding properties, and outreach to the public. The case was continued at the request of staff. Since that time, the Village Council has held a workshop and meetings, and has received unsolicited proposals from companies interested in a public-private partnership arrangement with the Village. Additionally, a public outreach meeting was held on the evening of April 6th, and focus group meetings have been held.

GENERAL INFORMATION

Applicant/Owner

Village of Estero – Steve Sarkozy, Village Manager

Representative

Community Development Director, Mary Gibbs, FAICP

Location

9000 Williams Road (driving range parcel; other parcel has no address)

STRAP Numbers

34-46-25-E4-0100C.0150 and 34-46-25-E4-0100C.0160, and small triangle parcel without STRAP Number

Size of Property

21± acres

Surrounding Zoning

North Parks and Community Facilities (PCF), Estero Community Park

East AG (Agriculture) Estero Community Park, then AG and PCF, Lee County School District

South Williams Road, then Mixed Use Planned Development (MPD), The Brooks, residential community

West Railroad right-of-way, then North Point property, Mixed Use Planned Development (MPD), vacant

Public Information Meeting

A Public Information Meeting was held at the Planning, Zoning, and Design Board on December 13, 2022.

Existing Zoning

Commercial Planned Development (CPD) and Agriculture (AG). The east 9.6 acres of the property was rezoned to CPD by Lee County in Resolution Z-98-051, primarily for driving range uses.

Comprehensive Plan Land Use Category

Village Center

STAFF ANALYSIS

Revised Request

1. Rezone property from Commercial Planned Development and Agriculture to Estero Planned Development.
2. Deviation from LDC Section 3-707.G. for Pattern Book, to allow submittal of the Pattern Book at time of Development Order instead of rezoning.
3. Deviation from LDC Section 5-406.B.4. Buffer Type Requirement, to omit Type C/F perimeter buffer requirements where the proposed EPD abuts the Estero Community Park.
4. Deviations from LDC intersection separation to allow a minimum separation of 200 feet on Via Coconut Point and Williams Road, in lieu of 330 feet for collector roads.

The Village of Estero acquired two parcels of property on the north side of Williams Road, east of Via Coconut Point and the railroad right-of-way. Council expressed interest in rezoning the land to allow for recreation and sports-based entertainment-type uses. The proposed zoning district, Estero Planned Development, is specific to the Village Center land use category and is a zoning category suited to the proposed uses.

Estero Planned Development zoning is required when property is rezoned or the Planned Development zoning is amended. The proposed uses for the property may include a variety of uses such as outdoor recreation, indoor recreation, possible entertainment-type uses and restaurant/bar. The proposed hotel use has been deleted at the request of the Planning Zoning and Design Board.

The intent is to develop the site in a manner that is complementary to the uses in the surrounding area, which includes the Estero Community Park and the School District property. Uses could include pickleball, with possible commercial recreational entertainment. The specific uses are currently being evaluated by the Village in conjunction with a company that is experienced in this type of business and also with public-private partnerships. Proposals have been submitted to the Village Council for review.

Comprehensive Plan Considerations

The property is located in the Village Center land use category. The Village Center land use category is intended to provide diverse residential and commercial uses at the heart of the Village.

A description of Village Center is below:

FLU-1.2.10 VILLAGE CENTER. The Village Center area is characterized by primarily undeveloped or underdeveloped land lying near US 41 in the heart of the Village of Estero. The Village Center is intended to improve the quality of life for Estero's residents and visitors by providing a variety of neighborhood and housing types and more diverse economic activity in the heart of Estero. The specific goals of the Village Center include creating: socially vital centers supportive of business both big and small, a central location for a hospital with full range of medical services, neighborhoods and streets that are safe and attractive for walking and bicycling, the preservation of community history, and the protection of the environment, particularly along the Estero River. Urban services are in place or readily expandable to support relatively intense commercial and residential development in the Village Center. The Village Center area has some of the larger undeveloped parcels of land left in the Village in close proximity to Village Neighborhoods, Transitional Mixed-Use areas,

major attractions of the County and State parks and Estero River, and major corridors of the CSX Railway, US 41 and Corkscrew Road.

- A. Uses: Uses in the Village Center include housing, employment, hospital, shopping, office, hotel, recreation, park and civic uses (emphasis added). Public schools, assisted living, public and quasi-public uses are allowed in the Village Center future land use category.
- B. Development type: Future development in this category is encouraged to be interconnected neighborhoods and mixed-use of low to midrise residential, commercial and mixed use building types in an urban form and including passive and active recreation facilities (emphasis added).

The intention of developing this site with recreational and entertainment-based uses is consistent with the land use category.

The request is also consistent with the Comprehensive Plan Recreation and Open Space Element as well, in particular the goal and policies listed below.

GOAL:

Support Estero's quality of life through the development of a broad array of parks, public open spaces, recreational services, recreational facilities, and unique natural environments by collaborating with Lee County, the State of Florida, private developers and other local, state, and national organizations.

POLICIES:

REC-1.1.1 Through the master planning process, assess existing park facilities and services and determine if improvements and additions are desired to better serve the residents.

REC-1.1.2 Through the master planning process develop a system to prioritize recreation and open space improvements to meet the needs of the residents.

REC-1.1.3 Through the master planning process, address the need for diversity of recreation and open space opportunities for the Village residents.

REC-1.2.2 Evaluate other areas for potential signature recreation spaces.

Master Concept Plan/Tiered Plan

A tiered Master Concept Plan is a requirement of the Estero Planned Development. There are four tiers of increasing density and height, depending on the mix of uses and public incentive offerings. The proposed project does not contain any residential component, so the density tiers are not specifically applicable; however, this proposal is most closely related to Tier 3, which accommodates mixed use neighborhoods, with potentially higher densities and higher levels of non-residential use. The project will include a mix of commercial and public uses which meets the intent of the zoning district.

The conceptual site plan shows the general location of several buildings, along with open space, parking, water management, and landscape buffers.

The main access is proposed from Via Coconut Point. A second access is desirable, and potential accesses to either Williams Road or Bode Boulevard are shown. Traffic impacts are being evaluated by the Village and will be addressed at time of development order when the specific uses will be identified. Interconnections for walkways will be provided to allow cross-access to multiple uses.

Height

The proposed maximum height for the majority of the project is 45 feet and will be one and two-story buildings. The Estero Planned Development allows height up to 70 feet in Tier 3. A deviation had been requested for 75 feet (6 story) for the hotel but is no longer needed and is deleted.

Uses

The proposed uses for the site will include a variety of sports-related uses which can integrate with and complement the surrounding uses of Estero Community Park and Estero High School, creating a potential larger center of sports-related activities.

The Master Concept Plan anticipates indoor and outdoor recreational uses such as pickleball courts, outdoor squares, plaza and a pavilion, and indoor recreation uses with ancillary retail uses, restaurants, and potential beer garden. The hotel use is being eliminated. The maximum building square footage of commercial recreational uses requested would not exceed 190,000 square feet.

Estero Fire District

Estero Fire District has no comments at this time.

Environmental

An environmental consultant was employed by the Village to conduct an inventory of trees on the site. While the eastern half of the site has been cleared, there are large oaks that qualify as heritage status on the property, primarily in the northwest quadrant of the site. These trees will be further evaluated at time of development order and incorporated into the site design as much as possible. A tree survey map is attached.

Flood Zone

The majority of the property is in flood zone AH except for the driving range building itself which is not in the flood zone (Zone X).

Utilities

Utilities will be provided by Lee County Utilities for water and sewer. Specifics will be provided at time of development order.

Deviations

The height deviation has been withdrawn.

Deviation 1. The Planning Zoning and Design Board asked why a Pattern Book was not submitted as part of the rezoning. At this time, there is not enough information to determine what buildings will be constructed in what location, and the architectural style has not been determined. Staff therefore requests a deviation to allow the Pattern Book to be submitted at time of development order, when more specifics will be known. Since the Village controls this property, approval of the deviation will only change the timing of the submittal. The project will still comply with the Village's architectural standards.

Deviation 2. The applicant requests a deviation to omit Type C/F buffers where the proposed EPD abuts the Estero Community Park. The deviation will allow this property to be better integrated with the existing parklands to the east and north and eliminate a buffer that would preclude efficient pedestrian movement between the properties. Existing vegetation will be incorporated into the site plan to provide buffering, but it is not necessary to provide a large 50-foot-wide buffer where park abuts park. Type D right-of-way buffers along roadways are shown on the MCP in full compliance with the LDC.

Deviations 3 and 4. The applicant requests deviations to reduce the required intersection separation on collector roadways from 330 feet to 200 feet, for both Williams Road and Via Coconut Point. This is to provide access from multiple directions, to aid in traffic dispersion and provide interconnections as described by the Village Center land use category.

Written Findings

Under the Land Development Code, as part of the approval process with respect to an amendment in the EPD District, the Village Council shall make a written finding as to whether, and to what degree, the application is consistent with the General Criteria of the Code listed below:

Goals

The specific goals set forth in the comprehensive plan for the Village Center Area include creating socially vital centers supportive of business both big and small, neighborhoods and streets that are safe and attractive for walking and bicycling, the preservation of community history, and the protection of the environment, particularly along the Estero River.

Reasonable Standards

The provisions of this LDC implementing the EPD District are designed as reasonable standards and guidelines to foster consistent and high quality built results and public spaces by using physical form (rather than separation of uses) as the organizing principle for achieving the goals and objectives set forth in the comprehensive plan relating to the Village Center Area. Such standards designate the requirements for the required pattern books, the locations where different building form standards apply, the relationship of buildings to the public space, and public standards for such elements in the public space as sidewalks, bicycle lanes, automobile travel lanes, on-street parking, street trees, street furniture, and other aspects of the urban built environment that may be applicable to foster interconnection, social vitality, and walkability in the Village Center Area. Such standards also permit other reasonable means that accomplish the goals and objectives of the comprehensive plan in a different or complementary manner by the Village's ability to grant deviations or variances from the standards set forth herein in circumstances where the strict application of the standards will not best achieve the goals underlying such requirements.

Accessibility

The criteria implementing the EPD District for the Village Center Area are designed to make the public space accessible, both socially and physically connected, and walkable. Such guidelines (a) are based on the primacy of the human scale over the automobile, (b) are designed to balance private property interests and property rights with public goals, and (c) enjoy simple, understandable, and physically determined methods to achieve these goals.

Streets

In these criteria the street becomes the key part of the public space. All streets shall in some way become a part of a connected, continuous street network which are designed to encourage the mixing of uses in the Village Center Area. A variety of different types of streets which connect neighborhoods and destinations will serve the public interest by minimizing the traffic load and the need for increased capacity on any one street. Except as specifically set forth in this section, streets shall not end in dead ends, cul-de-sacs, hammerheads, or other forms which do not connect with other streets.

Street Design

Distances between intersections of streets should favor the goals and objectives of enhancing walkability of streets and connectivity. The design of streets shall favor their proper use by pedestrians, where the guiding principle is to calm traffic and to specifically slow traffic at intersections to allow pedestrians to cross streets quickly and safely. Landscaped medians and two-way streets help to achieve these goals and objectives by reducing the apparent width of streets and providing safer crossings. On-street parking, where appropriate and feasible, protects pedestrians from the actual and perceived danger of moving traffic.

Lots and Blocks

The proper application of the principles regarding connectivity of streets will then create a network of local streets which will result in varieties of blocks of land and differing sized lots within such blocks. Rather than specify a particular grid of lots and blocks which may differ within the tiers, variations in the size and dimensions of lots and blocks are permitted so long as the overall objectives for connectivity and walkability are achieved on a performance-based standard. However lots or blocks may be ultimately designed, the sides form a part of the public space and will be defined by the types and varieties of streets that surround them. By way of example, alleys can absorb parking and service loads, and allow the outer faces of blocks to become more intensely pedestrian in nature. These alley-loaded designs are highly desirable in the Village. Within the blocks that are created by the streets. A variety of widths and depths of individual lots will determine the range of building types and densities that will eventually establish the intended urban fabric of the Village Center Area.

The Visual Edge

The sidewalks, setbacks, building façades, and other characteristics of the visual edge of a publicly accessible street are also important features under the standards for the EPD District. The height of the buildings, setbacks, and projections define the enclosure of the street. The maximum width and height of buildings define a building's mass, while the architectural features of the building, especially the interrelationship of the design and the public space will ultimately determine the social vitality of the street. So too are the characteristics of built form and landscape design which are deemed to be mutually dependent.

Architecture

Architectural variety of buildings and unique approaches to design and structure are to be valued under the standards for the EPD District. However, equally important is the fact that adjacent buildings and public spaces that share some of the characteristics of its neighbors will generate a cohesive framework in the Village Center Area.

Quality of Buildings

Buildings are like permanent fixtures in the landscape of the Village. They should be constructed with sufficient material and of such high technical quality to allow for their continuing renovation and adaptive reuse well beyond the expiration of their initial planned use or cost recovery. Building design and construction are encouraged to be cognizant of southwest Florida's unique climate, and ecologically sensitive in their use of materials, particularly recyclables, and with respect to their energy demands.

Staff believes that the proposal, as conditioned, is consistent with the general criteria of the Estero Planned Development zoning district as follows:

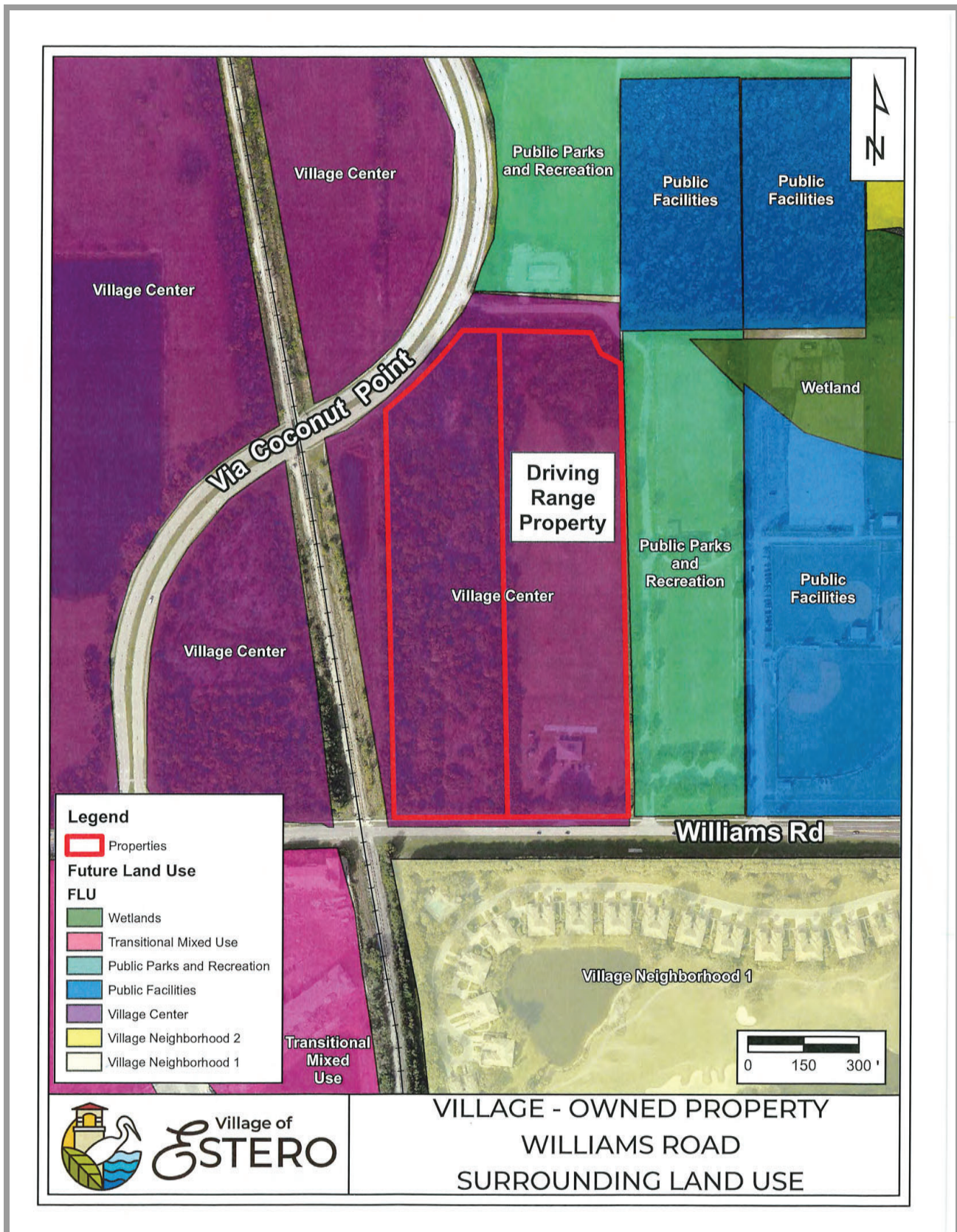
- a. Goals: This property is complementary to the surrounding uses and will help create a socially vital center for the community with a mix of recreation, sports-related uses and civic space.
- b. Reasonable Standards: This request will create high quality public and civic spaces.
- c. Accessibility: The public spaces will be accessible, interconnected, and walkable.
- d. Streets: There will be connections to the existing street network and interconnection to adjacent property to provide walkability and traffic dispersion.
- e. Street Design: Pedestrian connections and linkages will be provided to improve connectivity and walkability.
- f. Lots and Blocks: The linear site does not allow for a standard grid lot and block layout but does provide interconnections.
- g. The Visual Edge: The architectural features will be designed to integrate with the public space and streetscape to create a unique destination for the Village.
- h. Architecture: The building design and colors will be consistent with the Village architectural standards.
- i. Quality of Buildings: The buildings will be high quality and sustainable.

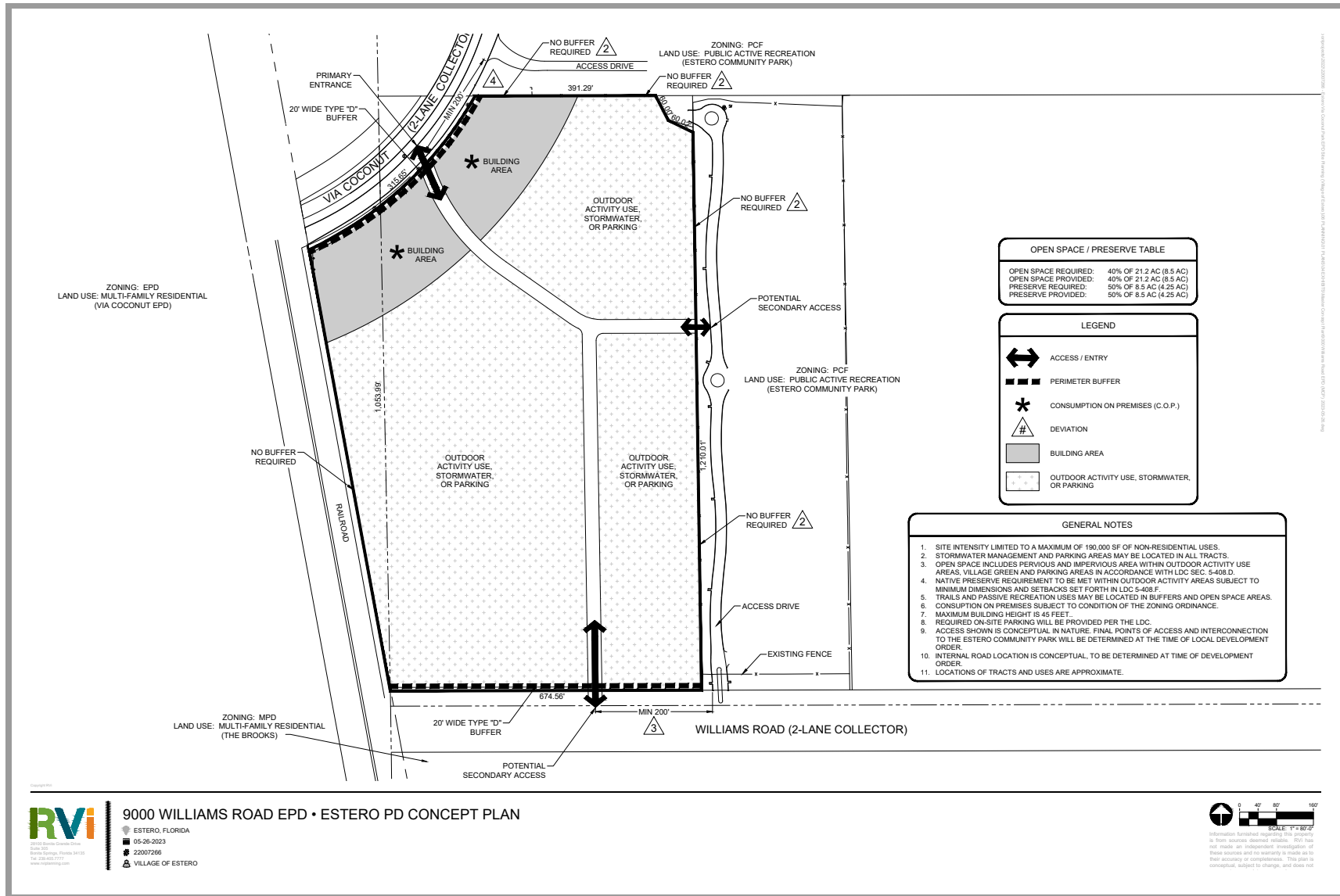
ATTACHMENTS:

- A. Zoning and Land Use Maps
- B. Master Concept Plan
- C. Tree Survey Map
- D. Zoning Resolution Z-98-051 (Golf Driving Range)

Attachment A









RESOLUTION NUMBER Z-98-051

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

WHEREAS, Jonathan and Deborah Spiegel, filed an application to rezone a 9.6± acre parcel from Agricultural (AG-2) to Commercial Planned Development (CPD), in accordance with the Lee County Land Development Code (LDC); and

WHEREAS, the public hearing was advertised and held on July 9, 1998 before the Lee County Zoning Hearing Examiner, who gave full consideration to the evidence in the record for Case #98-01-161.02Z 01.01; and

WHEREAS, a second public hearing was advertised and held on August 17, 1998 before the Lee County Board of Commissioners, who gave full and complete consideration to the recommendations of the staff, the Hearing Examiner, the documents in the record, and the testimony of all interested persons.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS:

SECTION A - REQUEST

The applicants filed a request to rezone a 9.6±-acre parcel from Agricultural (AG-2) to Commercial Planned Development (CPD) in the Suburban land use category on the property described in Exhibit A. The Lee County Board of County Commissioners APPROVES the Applicant's request, in accordance with the conditions and deviations specified in Sections B and C.

SECTION B - CONDITIONS:

1. The development of the subject property must be in substantial compliance with the approved Master Concept Plan (MCP), which is a one page document entitled "Jonathan and Deborah Spiegel" as prepared by Harry Teeter, dated October 1997, last revised June 24, 1998, and stamped received at the permit counter on June 26, 1998.
2. The list of permitted uses is limited to the following:

Accessory uses (Structures limited to a cumulative total of 700 square feet)
Administrative offices
Agricultural uses, excluding the hatching and raising of animals (subject to Condition 7)
Caretaker's residence (mobile home or conventional)
Entrance gate and gatehouse
Essential services
Essential service facilities [LDC Section 34-622(c)(13)]: Group I
Excavation: Water retention
Lawn and garden supply store (in conjunction with plant nursery only)
Parks [LDC Section 34-622(c)(32)], Group I (limited to neighborhood park)
Parking lot: Accessory
Place of worship
Plant nursery
Recreation Facilities, Commercial [LDC Section 34-622(c)(38)]: Group III

CASE NO:98-01-161.02Z 01.01

Z-98-051
PAGE 1 OF 4

8/17/98

(limited to golf driving range)
 Restaurant [LDC Section 34-622(c)(43)]: Standard Group II (in conjunction with golf driving range only)
 Signs, in accordance with LDC Chapter 30
 Specialty retail shop [LDC Section 34-622(c)(47)]: Group I (limited to gift and souvenir shop and golf pro shop, all in conjunction with golf driving range only)
 Storage: Indoor & Open (in conjunction with permitted principal use only and structures as limited under Accessory uses)
 Temporary uses, Section 34-3041 *et seq.* (Limited to seasonal sales - agricultural products only, and outdoor flea market - limited to two days per year)

3. Development of the subject property must comply with the following Property Development Regulations:

Minimum Setbacks - Buildings and Structures:

Street: 25 feet
 Side: 15 feet
 Rear: 25 feet
 Water body: 25 feet

Maximum Lot Coverage: 40 percent
 Maximum Building Height: 35 feet above grade

4. Driving Range.
 - a. The playing area and hitting field for the driving range must be screened on the east and west sides with netting a minimum of 20 feet in height and progressing to 50 feet in height or higher, as needed, between the 100- and 250-yard markers (300 to 750 feet) to prevent golf balls from being hit onto property under separate ownership. The netting on the east side of the subject property must be installed before the Certificate of Compliance is issued.
 - b. The netting on the west side of the subject property must be installed when the adjacent property is being developed, or if the need for screening is demonstrated.
 - c. If the driving range is shorter than 900 feet (300 yards), or a need for screening is demonstrated, netting of an appropriate height must also be installed at the north end of the driving range.
5. The standard restaurant and gift shop must be located completely within the principal building containing the golf driving range administrative office. Exterior indication of the restaurant and/or gift shop use is prohibited.
6. That portion of the principal building allotted to the gift shop use is limited to a maximum of 500 square feet. This condition does not apply to the pro shop.

7. Unless the principal use of the subject property is a plant nursery, any and all agricultural activities on the subject property must be discontinued upon issuance of a local development order.
8. Artificial lighting used to illuminate the subject parcel must be directed away from adjacent parcels and Williams Road so as to illuminate only the subject parcel. The lighting must not cause any nuisance to surrounding properties.
9. The hours of operation for the golf driving range are limited to between 8:00 a.m. and 11:00 p.m., seven days a week.
10. Deviation (1) is approved only in conjunction with the development of a golf driving range.
11. This zoning approval does not address the mitigation of the project's vehicular or pedestrian traffic impacts. Additional conditions may be required at the time of local development order approval.
12. This rezoning approval does not give the Developer an undeniable right to receive local development order approval. Development order approval must satisfy the requirements, as outlined in the Lee Plan, of the Year 2010 Overlay or the 2020 Planning Communities Acreage Allocations, whichever is applicable.
13. This development must comply with all of the requirements of the Lee County LDC at the time of local development order approval, except as may be granted by deviation as part of this planned development.

SECTION C - DEVIATIONS:

Deviation (1) requesting relief from the LDC Section 10-415(a)(4) requirement to plant one tree per each 3,500 square feet of development area with no more than 50 percent of the required trees planted between the rear property line and the rear of the building, to allow no less than 15 percent of the required trees to be planted between the front property line and the rear of the building, is APPROVED subject to Condition 10.

SECTION D - EXHIBITS:

The following exhibits are attached to this resolution and incorporated by reference:

- | | |
|------------|---|
| Exhibit A: | The legal description and STRAP number of the property. |
| Exhibit B: | The Master Concept Plan |
| Exhibit C: | Zoning Map |

SECTION E - FINDINGS AND CONCLUSIONS:

1. The applicant has proven entitlement to the rezoning, as conditioned, by demonstrating compliance with the Lee Plan, the Land Development Code, and any other applicable code or regulation.

CASE NO:98-01-161.02Z 01.01

Z-98-051
PAGE 3 OF 4

2. The requested zoning, as conditioned:
 - a. meets or exceeds all performance and locational standards set forth for the potential uses allowed by the request;
 - b. is consistent with the densities, intensities and general uses set forth in the Lee Plan;
 - c. is compatible with existing or planned uses in the surrounding area; and
 - d. will not adversely affect environmentally critical areas or natural resources.
3. Approval of the request will not place an undue burden upon existing transportation or planned infrastructure facilities and the development will be served by streets with the capacity to carry the traffic the development generates.
4. The proposed use or mix of uses, as conditioned, is appropriate at the subject location.
5. The recommended conditions to the concept plan and other applicable regulations provide sufficient safeguard to the public interest, and are reasonably related to the impacts on the public interest created by or expected from the proposed development.
6. The approved deviation, as conditioned, enhances the achievement of the objectives of the planned development, and preserves and promotes the general intent of Chapter 34, Land Development Code, to protect the public health, safety and welfare.
7. Urban services, as defined in the Lee Plan, are, or will be, available and adequate to serve the proposed land use.

The foregoing resolution was adopted by the Lee County Board of Commissioners by a motion by Commissioner Douglas R. St. Cerny, and seconded by Commissioner Andrew Coy and, upon being put to a vote, the result was as follows:

John E. Manning	Aye
Douglas R. St. Cerny	Aye
Ray Judah	Aye
Andrew Coy	Aye
John E. Albion	Aye

DULY PASSED AND ADOPTED this 17th day of August, 1998.

ATTEST:
CHARLIE GREEN, CLERK

BY: *Patricia F. [Signature]*
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: *[Signature]*
Chairman

Approved as to form by:

[Signature]
County Attorney's Office

CASE NO:98-01-161.02Z 01.01

MINUTES DEPARTMENT

Z 98-051
PAGE 4 OF 4

Patricia F. [Signature]
AUG 24 1998

EXHIBIT "A"

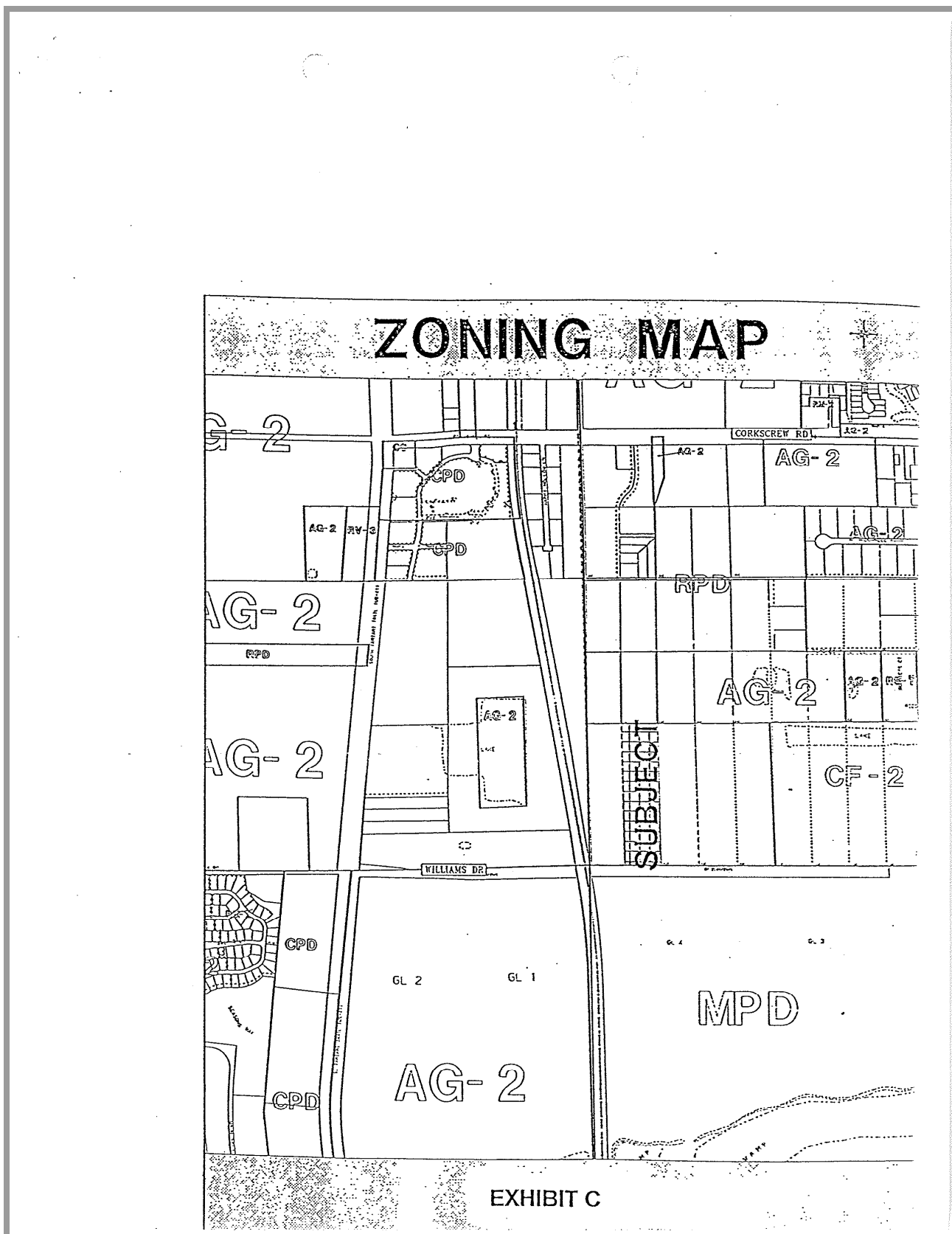
LEGAL DESCRIPTION

Lot 15, Block C, FLORIDA GULF LAND COMPANY'S SUBDIVISION, as recorded in Plat Book 1, Page 59, of the Public Records of Lee County, Florida, lying in Section 34, Township 46 South, Range 25 East, Lee County, FL.

The applicant has indicated that the STRAP # for the subject property is: 34-46-25-01-00023.0150.

CASE NO:98-01-161.02Z 01.01





AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 7, 2023

Agenda Item:

Resolution No. 2023 -11 the Capital Improvement Program

Motion to move Capital Improvement Hearing and Resolution 2023-11 on to second public hearing on June 21, 2023.

Background:

The Village Charter Section 8 (7)(b) requires two public hearings and approval by resolution of the Capital Improvement Program for each fiscal year.

Description:

At a work session during the Council meeting on May 17, 2023, staff introduced the Fiscal Year 2023-2024 Capital Improvement Plan. The two public hearings for the Village's Capital Improvement Program are scheduled for June 7, 2023, and June 21, 2023.

Action Requested:

Motion to move Capital Improvement Hearing and Resolution 2023-11 on to second public hearing on June 21, 2023.

Process and Timeline:

The two public hearings for the Village's Capital Improvement Program are scheduled for June 7, 2023, and June 21, 2023.

Financial Impact:

The Capital Improvement Program will set the funding for the Village Capital Improvement project for Fiscal Year 2023-2024 and provide a plan of priorities for the next 5-years.

Prepared by: Kevin Greenville, CPA

Attachments:

Page 1 of 2

1. Proposed 5-year Capital Improvement Program
2. Draft Resolution No. 2023- 11 Adopting the Capital Improvement Program for Fiscal Year 2023-2024

Capital Improvement Plan - FY 2023-2024									
	Project Name	Estimated Project Cost	Funding Source	Budget FY 23-24	Budget FY 24-25	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Total Cost
Roadway Improvements									
1	Corkscrew Rd Paths, Landscaping & Street Lighting	\$ 13,663,100	RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1			GF	\$ 4,963,450	\$ 4,963,450	\$ -	\$ -	\$ -	\$ 9,926,900
1			LDOT	\$ 1,523,100	\$ 1,523,100	\$ -	\$ -	\$ -	\$ 3,046,200
2	River Ranch Road Improvements (Drainage, Road, Bike/Ped)	\$ 7,561,800	RIF	\$ -	\$ 3,829,400	\$ -	\$ -	\$ -	\$ 3,829,400
2			GF	\$ 50,000	\$ 1,500,000	\$ -	\$ -	\$ -	\$ 1,550,000
2			GT	\$ -	\$ 1,227,000	\$ -	\$ -	\$ -	\$ 1,227,000
3	Broadway W. Phase 1 Improvements (US41-Breckenridge) (Road, Bike/Ped, Drainage)	\$ 3,399,500	GT	\$ -	\$ -	\$ 900,000	\$ -	\$ -	\$ 900,000
3			RIF	\$ -	\$ -	\$ 440,000	\$ -	\$ -	\$ 440,000
3			GF	\$ 1,264,800	\$ -	\$ 794,700	\$ -	\$ -	\$ 2,059,500
4	Broadway W. Phase 2 Improvements (Breckenridge-Pine Tree Ln.)(Road, Bike/Ped, Drainage)	\$ 3,202,100	GT	\$ -	\$ -	\$ -	\$ -	\$ 1,600,000	\$ 1,600,000
4			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4			GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Williams Road Widening (US41 - Via Coconut)	\$ 6,679,900	RIF	\$ 1,192,200	\$ -	\$ -	\$ -	\$ -	\$ 1,192,200
5			GT	\$ 267,500	\$ -	\$ -	\$ -	\$ -	\$ 267,500
6	Via Coconut Point Extension (South)	\$ 3,620,000	RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Roadway Assessment	\$ 500,000	GF	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000
8	Village Traffic Study Update	\$ 250,000	GF	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000
Village of Estero Sub-total (all funding sources)				\$ 8,487,950	\$ 11,519,850	\$ 2,134,700	\$ -	\$ 1,600,000	\$ 23,742,500

Capital Improvement Plan - FY 2023-2024									
	Project Name	Estimated Project Cost	Funding Source	Budget FY 23-24	Budget FY 24-25	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Total Cost
Intersection Improvements									
1	US-41 - Pelican Colony Traffic Signal	\$ 1,248,000	Developer	\$ 1,076,400	\$ -	\$ -	\$ -	\$ -	\$ 1,076,400
2	Williams Road-Atlantic Gulf Drive Intersection	\$ 3,478,900	RIF	\$ -	\$ 340,000	\$ -	\$ -	\$ -	\$ 340,000
2			GT	\$ 100,000	\$ 1,800,000	\$ -	\$ -	\$ -	\$ 1,900,000
2			GF	\$ -	\$ 1,238,900	\$ -	\$ -	\$ -	\$ 1,238,900
3	Corkscrew Rd-Three Oaks Pkwy. Intersection Improvements	\$ 556,400	LDOT	\$ -	\$ 556,400	\$ -	\$ -	\$ -	\$ 556,400
4	US41-Coconut Road Intersection Improvements	\$ 907,200	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	US41-Williams Rd Intersection Improvements	\$ 375,100	RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5			GT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5			GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Coconut Road - Coconut Shores Roundabout	\$ 1,143,200	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6			RIF	\$ 187,500	\$ -	\$ -	\$ -	\$ -	\$ 187,500
6			GT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6			GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	US41-Pelican Sound Intersection Improvements	\$ 1,635,200	Developer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	US41-Corkscrew Rd Intersection Improvements	\$ 663,400	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Coconut Road - Meadowbrook Roundabout	\$ 1,248,700	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9			RIF	\$ -	\$ -	\$ 155,900	\$ -	\$ -	\$ 155,900
9			GT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9			GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	North Point Railroad Crossing	\$ 450,000	RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Coconut Road - El Dorado Roundabout	\$ 1,328,900	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11			GT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11			GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Village of Estero Sub-total (all funding sources)				\$ 287,500	\$ 3,378,900	\$ 155,900	\$ -	\$ -	\$ 3,822,300

Capital Improvement Plan - FY 2023-2024									
	Project Name	Estimated Project Cost	Funding Source	Budget FY 23-24	Budget FY 24-25	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Total Cost
Bike-Pedestrian Improvements									
1	Williams Road Bike-Ped Improvements (East of Via Coconut)	\$ 5,348,300	GF			\$ 2,183,560	\$ -	\$ -	\$ 2,183,560
1			RIF	\$ 218,040	\$ 2,401,600	\$ -	\$ -	\$ -	\$ 2,619,640
2	Intersection Safety Improvement Study	\$ 110,000	GF	\$ -	\$ 110,000	\$ -	\$ -	\$ -	\$ 110,000
3	Sandy Lane & Broadway E Bike-Ped Improvements	\$ 5,137,100	GF	\$ 419,040	\$ -	\$ -	\$ -	\$ -	\$ 419,040
3			RIF	\$ 1,594,750	\$ 2,044,750	\$ -	\$ -	\$ -	\$ 3,639,500
3			Grants	\$ 450,000	\$ -	\$ -	\$ -	\$ -	\$ 450,000
4	Corkscrew Road Shared Use Path (30Oaks-Sandy)	\$ 9,328,300	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Coconut Rd Sidewalk (Oakwild to Via Coconut)	\$ 1,083,700	GF	\$ -	\$ -	\$ -	\$ 400,067	\$ -	\$ 400,067
5			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5			FDOT	\$ -	\$ 330,000	\$ -	\$ 353,633	\$ -	\$ 683,633
6	Coconut Sidewalk (Via Coconut to U S41)	\$ 812,000	GF	\$ -	\$ -	\$ -	\$ 241,400	\$ -	\$ 241,400
6			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6			FDOT	\$ -	\$ 190,000	\$ -	\$ 380,600	\$ -	\$ 570,600
7	Corkscrew Shared Use Path (Koreshan to U S 41)	\$ 624,600	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7			FDOT	\$ -	\$ 190,000	\$ -	\$ 434,600	\$ -	\$ 624,600
8	Corkscrew Palms Blvd. Sidewalks	\$ 142,800	County	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Capital Improvement Plan - FY 2023-2024									
	Project Name	Estimated Project Cost	Funding Source	Budget FY 23-24	Budget FY 24-25	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Total Cost
9	Via Coconut Point Roundabouts Improvements	\$ 1,661,600	GF	\$ -	\$ -	\$ -	\$ 383,459	\$ -	\$ 383,459
9			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9			FDOT	\$ -	\$ 524,000		\$ 754,141		\$ 1,278,141
10	Corkscrew Rd Bike-Ped Improvements (E of US41)	\$ 19,087,200	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10			Lee County	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Coconut Rd Shared Use Path	\$ 2,828,500	GF	\$ -	\$ -	\$ 407,300	\$ -	\$ 1,721,200	\$ 2,128,500
11			RIF	\$ -	\$ -	\$ -	\$ -	\$ 700,000	\$ 700,000
12	Williams Rd West Bike-Ped Improvements (West of US41)	\$ 2,496,800	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12			RIF	\$ -	\$ -	\$ -	\$ -	\$ 394,700	\$ 394,700
13	Broadway E. Shared Use Path (Sandy Ln to Three Oaks & Estero Pkwy)	\$ 4,280,500	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	SUN Trail Estero Parkway South	\$ 9,281,500	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	SUN Trail Estero Parkway North	\$ 7,506,000	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	FPL Shared Use Path (East I-75)	\$ 3,115,300	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	Utility Shared Use Path (West US 41)	\$ 6,788,100	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Village Bike/Ped Master Plan Update	\$ 230,000	GF	\$ -	\$ -	\$ 230,000	\$ -	\$ -	\$ 230,000
	Village of Estero Sub-total (all funding sources)			\$ 2,231,830	\$ 4,556,350	\$ 2,820,860	\$ 1,024,926	\$ 2,815,900	\$ 13,449,866

Capital Improvement Plan - FY 2023-2024									
	Project Name	Estimated Project Cost	Funding Source	Budget FY 23-24	Budget FY 24-25	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Total Cost
Landscaping Improvements									
1	US41 Median Landscaping	\$ 540,000	FDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1			GF	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000
2	US-41 Monument Signs	\$ 552,000	GF	\$ 240,000	\$ -	\$ -	\$ -	\$ -	\$ 240,000
3	I-75 Monument Signs	\$ 816,000	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Three Oaks Parkway Monument Signs	\$ 492,000	GF	\$ 210,000	\$ -	\$ -	\$ -	\$ -	\$ 210,000
5	Ben Hill Griffin Monument Sign	\$ 276,000	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Corkscrew Road Monument Sign	\$ 276,000	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Via Coconut Point Landscape Improvements (Williams - Coconut)	\$ 5,624,300	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Ben Hill Griffin Pkwy Landscape Improvements	\$ 2,274,000	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	I-75 Landscaping	\$ 1,680,000	FDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9			GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	Corkscrew Rd Landscaping (I-75 to Ben Hill Griffin)	\$ 805,000	GF	\$ 108,000	\$ -	\$ 697,000	\$ -	\$ -	\$ 805,000
10	US41 Shoulder Landscape Improvements	\$ 4,448,800	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Three Oaks Parkway Landscape Improvements (Excluding Brooks)	\$ 4,009,400	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	Corkscrew Road Landscape Improvements West (US-41 to I-75)	\$ 4,208,000	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Estero Parkway Reuse Main - Phase 1	\$ 1,500,000	GF	\$ 108,000	\$ 792,000		\$ -	\$ -	\$ 900,000
13			Grant		\$ 792,000				
Village of Estero Sub-total (all funding sources)				\$ 866,000	\$ 792,000	\$ 697,000	\$ -	\$ -	\$ 2,355,000

Capital Improvement Plan - FY 2023-2024									
	Project Name	Estimated Project Cost	Funding Source	Budget FY 23-24	Budget FY 24-25	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Total Cost
Parks & Recreation									
1	Esterio Community Park Improvements	\$ 25,000,000	Partner	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1			PIF	\$ 1,300,000	\$ 250,000	\$ -	\$ -	\$ 290,000	\$ 1,840,000
1			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1			GF	\$ 5,500,000	\$ 2,000,000	\$ -	\$ -	\$ 1,900,000	\$ 9,400,000
2	Village Center Hub	\$ 8,000,000	Partner	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2			PIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2			GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Esterio on the River Improvements	\$ 4,700,000	GF	\$ 2,250,000	\$ -	\$ -	\$ 400,000	\$ -	\$ 2,650,000
3			PIF	\$ -	\$ -	\$ -	\$ 450,000	\$ -	\$ 450,000
4	Village Parks & Rec. Master Plan Update	\$ 150,000	GF	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ 150,000
Village of Esterio Sub-total (all funding sources)				\$ 9,050,000	\$ 2,250,000	\$ -	\$ 1,000,000	\$ 2,190,000	\$ 14,490,000
	Project Name	Estimated Project Cost	Funding Source	Budget FY 23-24	Budget FY 24-25	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Total Cost
Stormwater Improvements									
1	Esterio River North Branch Drainage Improvements	\$ 9,000,000	GF	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000
1			Grants	\$ -	\$ 4,250,000	\$ 4,250,000	\$ -	\$ -	\$ -
3	Esterio River Sediment Removal (West of US 41)	\$ 2,705,500	GF	\$ -	\$ -	\$ -	\$ 2,556,400	\$ -	\$ 2,556,400
4	Esterio River Sediment Removal (Railroad to Sandy Ln)	\$ 766,800	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Villagio-Esterio Pkwy Drainage Improvements	\$ 2,050,500	Esterio/Lee County	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	US-41 Drainage Improvements Design (Williams-Corkscrew)	\$ 72,000	FDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Village Stormwater Master Plan Update	\$ 210,000	GF	\$ -	\$ -	\$ 210,000	\$ -	\$ -	\$ 210,000
Village of Esterio Sub-total (all funding sources)				\$ 500,000	\$ -	\$ 210,000	\$ 2,556,400	\$ -	\$ 3,266,400

Capital Improvement Plan - FY 2023-2024									
	Project Name	Estimated Project Cost	Funding Source	Budget FY 23-24	Budget FY 24-25	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Total Cost
Utility Improvements									
1	Package WWTP UEP Design & Permitting	\$ 420,000	Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1			PA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1			GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Broadway W UEP Design & Permitting	\$ 1,475,000	Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2			PA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2			GF	\$ 850,000	\$ -	\$ -	\$ -	\$ -	\$ 850,000
2	Broadway E UEP Design & Permitting	\$ 1,550,000	Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2			PA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2			GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Estero Bay Village UEP	\$ 1,924,080	Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3			PA	\$ -	\$ (400,850)	\$ -	\$ -	\$ -	\$ (400,850)
3			GF	\$ 1,603,400	\$ -	\$ -	\$ -	\$ -	\$ 1,603,400
3	Sunny Groves UEP	\$ 2,186,280	Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3			PA	\$ -	\$ (455,475)	\$ -	\$ -	\$ -	\$ (455,475)
3			GF	\$ 1,821,900	\$ -	\$ -	\$ -	\$ -	\$ 1,821,900
3	Cypress Bend UEP	\$ 1,118,160	Grants	\$ 530,000	\$ -	\$ -	\$ -	\$ -	\$ 530,000
3			PA	\$ -	\$ (232,950)	\$ -	\$ -	\$ -	\$ (232,950)
3			GF	\$ 401,800	\$ -	\$ -	\$ -	\$ -	\$ 401,800

Capital Improvement Plan - FY 2023-2024									
	Project Name	Estimated Project Cost	Funding Source	Budget FY 23-24	Budget FY 24-25	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Total Cost
	Estero River Heights UEP	\$ 10,773,521	Grants	\$ 3,750,000	\$ -	\$ -	\$ -	\$ -	\$ 3,750,000
			PA	\$ -	\$ (2,693,380)	\$ -	\$ -	\$ -	\$ (2,693,380)
			GF	\$ 7,023,521	\$ -	\$ -	\$ -	\$ -	\$ 7,023,521
	Charring Cross UEP	\$ 5,497,502	Grants	\$ 3,750,000	\$ -	\$ -	\$ -	\$ -	\$ 3,750,000
			PA	\$ -	\$ (1,374,376)	\$ -	\$ -	\$ -	\$ (1,374,376)
			GF	\$ 1,747,502	\$ -	\$ -	\$ -	\$ -	\$ 1,747,502
	Sherrill & Luetich UEP	\$ 7,739,585	Grants	\$ -	\$ 2,550,000	\$ -	\$ -	\$ -	\$ 2,550,000
			PA	\$ -	\$ -	\$ (1,275,000)	\$ -	\$ -	\$ (1,275,000)
			GF	\$ -	\$ 2,550,000	\$ -	\$ -	\$ -	\$ 2,550,000
	Trailside UEP	\$ 6,840,000	Grants	\$ -	\$ -	\$ -	\$ -	\$ -	-
			PA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Broadway E-Highlands UEP	\$ 4,200,000	Grants	\$ -	\$ -	\$ -	\$ -	\$ -	-
			PA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sandy Ln-Groves UEP	\$ 5,160,000	Grants	\$ -	\$ -	\$ -	\$ -	\$ -	-
			PA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Tanglewood UEP	\$ 1,440,000	Grants	\$ -	\$ -	\$ -	\$ -	\$ -	-
			PA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	See See Street UEP	\$ 1,070,000	Grants	\$ -	\$ -	\$ -	\$ -	\$ -	-
			PA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			GF	\$ 264,500	\$ -	\$ -	\$ -	\$ -	\$ 264,500
	Cypress Park UEP	\$ 1,820,000	Grants	\$ -	\$ -	\$ -	\$ -	\$ -	-
			PA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			GF	\$ 320,000	\$ -	\$ -	\$ -	\$ -	\$ 320,000
GF				\$ 14,032,623	\$ 2,550,000	\$ -	\$ -	\$ -	\$ 16,582,623

Capital Improvement Plan - FY 2023-2024									
	Project Name	Estimated Project Cost	Funding Source	Budget FY 23-24	Budget FY 24-25	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Total Cost
Building Facilities									
1	Public Works Storage Facility	\$ 354,000	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Village Hall	\$ 4,914,000	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Performing Arts Center	\$ 20,000,000	Private	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3			GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Village of Estero Sub-total (all funding sources)				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Project Name	Estimated Project Cost	Funding Source	Budget FY 23-24	Budget FY 24-25	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Total Cost
Land Acquisition									
1	SUN Trail	\$ 30,000,000	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1			Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Three Oaks Parkway Property	\$ 10,000,000	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2			PIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2			Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Williams Rd Property	\$ 8,000,000	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3			PIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3			Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Village of Estero Sub-total (all funding sources)				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Capital Improvement Plan - FY 2023-2024									
	Project Name	Estimated Project Cost	Funding Source	Budget FY 23-24	Budget FY 24-25	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Total Cost
Information Technology									
1	Community Development Software	\$ 500,000	Building	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 300,000
2	Finance Software	\$ 350,000	GF	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000
	Village of Estero Sub-total (all funding sources)			\$ 650,000	\$ -	\$ -	\$ -	\$ -	\$ 650,000
	Village total			\$ 36,105,903	\$ 25,047,100	\$ 6,018,460	\$ 4,581,326	\$ 6,605,900	\$ 78,358,689
	Estero Road Impacts Fees Estero Gas Tax Estero General Fund Park Impact Fee (include public land acqu Non-Estero Funding Source Property Assessment (funds back into General Fund in following year) Building Fund								

VILLAGE OF ESTERO, FLORIDA

RESOLUTION NO. 2023 – 11

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE
VILLAGE OF ESTERO, FLORIDA, ADOPTING THE CAPITAL
IMPROVEMENT PROGRAM FOR FISCAL YEAR 2023-2024;
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Village of Estero, Lee County, Florida, held public hearings as required by the Village Charter Section 8 (7)(b); and

WHEREAS, the Village of Estero, Lee County, Florida, set forth the appropriations for the capital program for the Budget for Fiscal Year 2023-2024 as follows:

WHEREAS , Transportation Projects	
Roadway	\$ 8,487,950
Intersection	\$ 287,500
Bicycle and Pedestrian	\$ 2,231,830
Landscaping and Beautification	\$ 866,000
Parks and Recreation	\$ 9,050,000
Stormwater	\$ 500,000
Information Technology	\$ 650,000
Utility	\$ 14,032,623
Total Capital Program	\$ 36,105,903

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

Section 1. The Capital Program for Fiscal Year 2023-2024 is hereby adopted.

Section 2. This Resolution shall take effect immediately upon adoption.

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

ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida this__ day of _____, 2023.

Attest:

VILLAGE OF ESTERO, FLORIDA

By: _____
Carol Sacco, Village Clerk

By: _____
Jon McLain, Mayor

Resolution No. 2023-11

1

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 7, 2023

Agenda Item:

State Legislative Session Update and Appropriations Report

Description:

Village Manager, Village Lobbyists, Village Attorney and Village Staff will provide Village Council an update on the State's Legislative Session and State Appropriations.

Financial Impact:

There is no financial impact associated with this Workshop item.

Prepared by: David Willems, P.E.

Attachments:

1. Appropriations Presentation



State Appropriations

David Willems, P.E.

Slide 1



Presentation Outline

2023 Appropriations

- Village of Estero Utility Expansion – Phase 1
- Sandy Lane Bike/Ped Improvements
- Estero on the River Trails

2024 Appropriations

- Broadway West Utility Expansion (Estero River Heights & Cranbrook Harbor)

Slide 2



Utility Expansion – Phase 1

Estimated Cost: \$4,300,000

State Funding: \$530,000

Grant Agency: FDEP



Slide 3

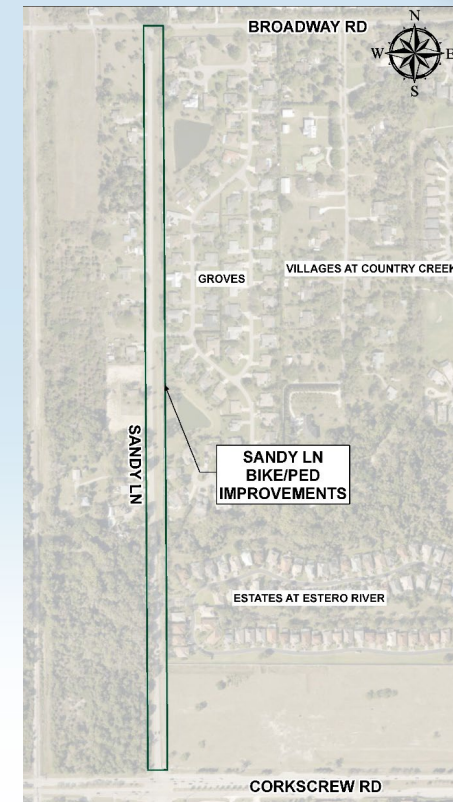


Sandy Lane Bike/Ped

Estimated Cost: \$2,800,000

State Funding: \$450,000

Grant Agency: FDOT



Slide 4



Estero on the River Trails

Estimated Cost: \$3,600,000

State Funding: \$750,000

Grant Agency: FDEP



Slide 5

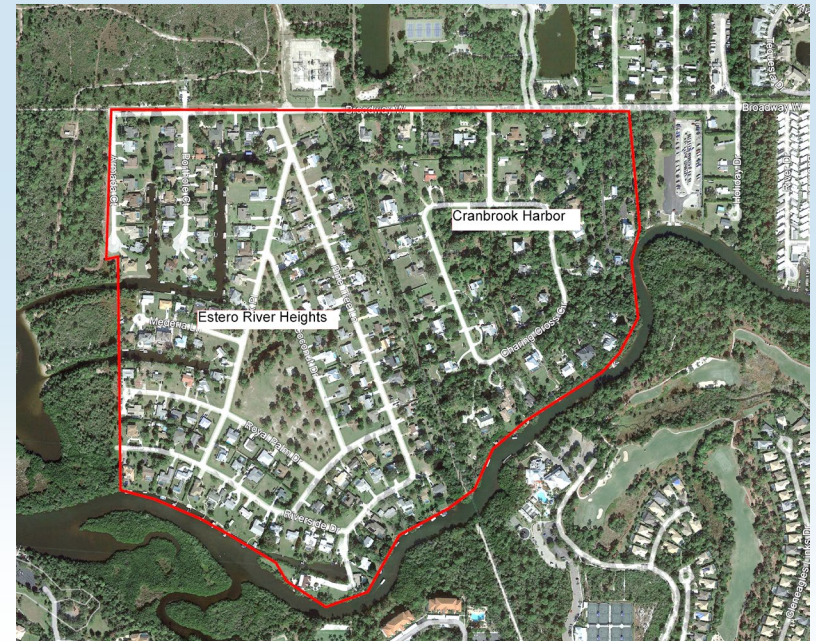


Broadway West UEP

Estimated Cost: \$14,800,000

State Funding: \$7,500,000

Grant Agency: FDEP



Slide 6



QUESTIONS?

Slide 7

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 7, 2023

Agenda Item:

Introduction to Munis a Tyler Technologies Enterprise Resource Planning (ERP) Solution

Description:

The Village currently utilizes Sage 50 for its accounting software. Sage 50 does not meet the current demands of the Village and is not designed for government fund accounting. Staff are in desperate need of a comprehensive government focused ERP solution which facilitates relevant and readily available financial information with a focus on automation.

After extensive research, staff recommends engaging Tyler Technologies to utilize their Munis ERP Solution. Tyler Technologies is a Standard and Poor's 500 Company focusing exclusively on providing software solutions and services to federal, state, local governments, and school districts which currently serves 419 governments in the great state of Florida.

Munis is Tyler's flagship product offering a comprehensive suite of applications centered around the entirety of a government's operations. The Village does not require all modules offered by Munis. Fortunately, Tyler builds and prices Munis based off the government's needs. Staff has identified the following necessary applications within the software:

Accounting, Accounts Payable, Assets Mobile, Budgeting, Capital Assets, Cash Management, Contract Management, Project Accounting, Grant Accounting, Accounts Receivable, Cashing, General Billing, and Content Manager.

Tyler anticipates a 9-month implementation period from contract approval to go-live date.

Financial Impact:

Please see the attached cost proposal. Total cost is \$269,489 which includes all implementation and three years of annual fees (please note \$9,590 in estimated travel expenses is not included).

All costs were procured through Sourcewell Contract #090320-TTI. The Tyler SaaS and Related Services portion of the contract is 15% off Sourcewell pricing.

Prepared by: Kevin Greenville, CPA

Attachments:

1. Tyler Technologies Council Presentation
2. Cost Proposal



Tyler ERP Software Solutions

Software solutions designed specifically for the public sector



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TYLER^{by the} NUMBERS

8
DIVISIONS
Appraisal & Tax
Courts & Justice
Data & Insights
ERP
Federal
Local Government
NIC
Public Safety

SOLUTION GROUPS

Courts & Public Safety
Health & Human Services
K-12 Education
Public Administration
Transformative Technology

5

LARGEST
software company

40%

of Tyler team members have worked in the public sector.

OUR MISSION

We empower the public sector to create smarter, safer, and stronger communities.

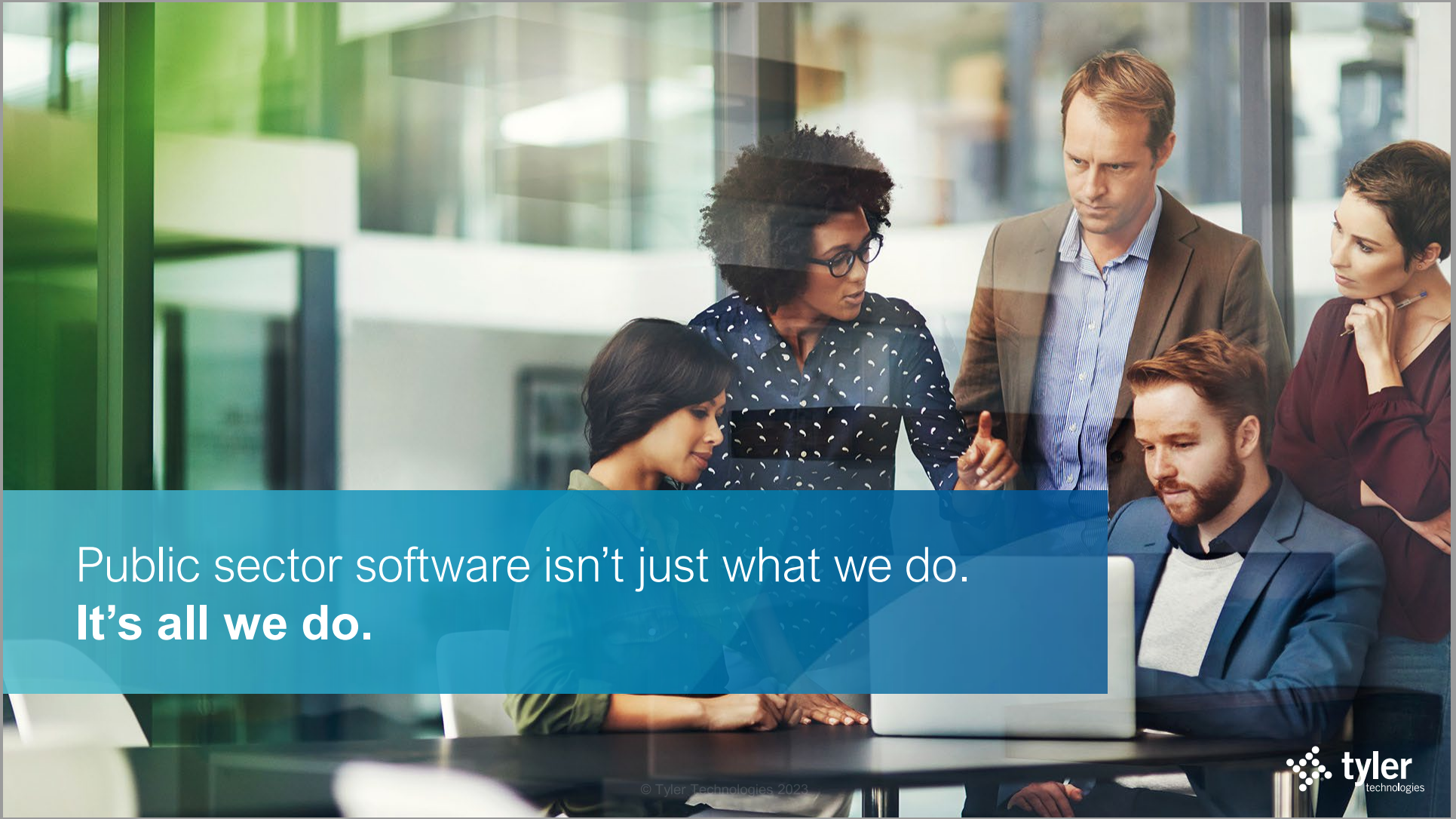
PUBLIC
sector
98%
client retention
37,000+
INSTALLATIONS IN
12,000 LOCATIONS
6,600+
TEAM MEMBERS

SOLELY FOCUSED on the




Empowering people who serve the public®

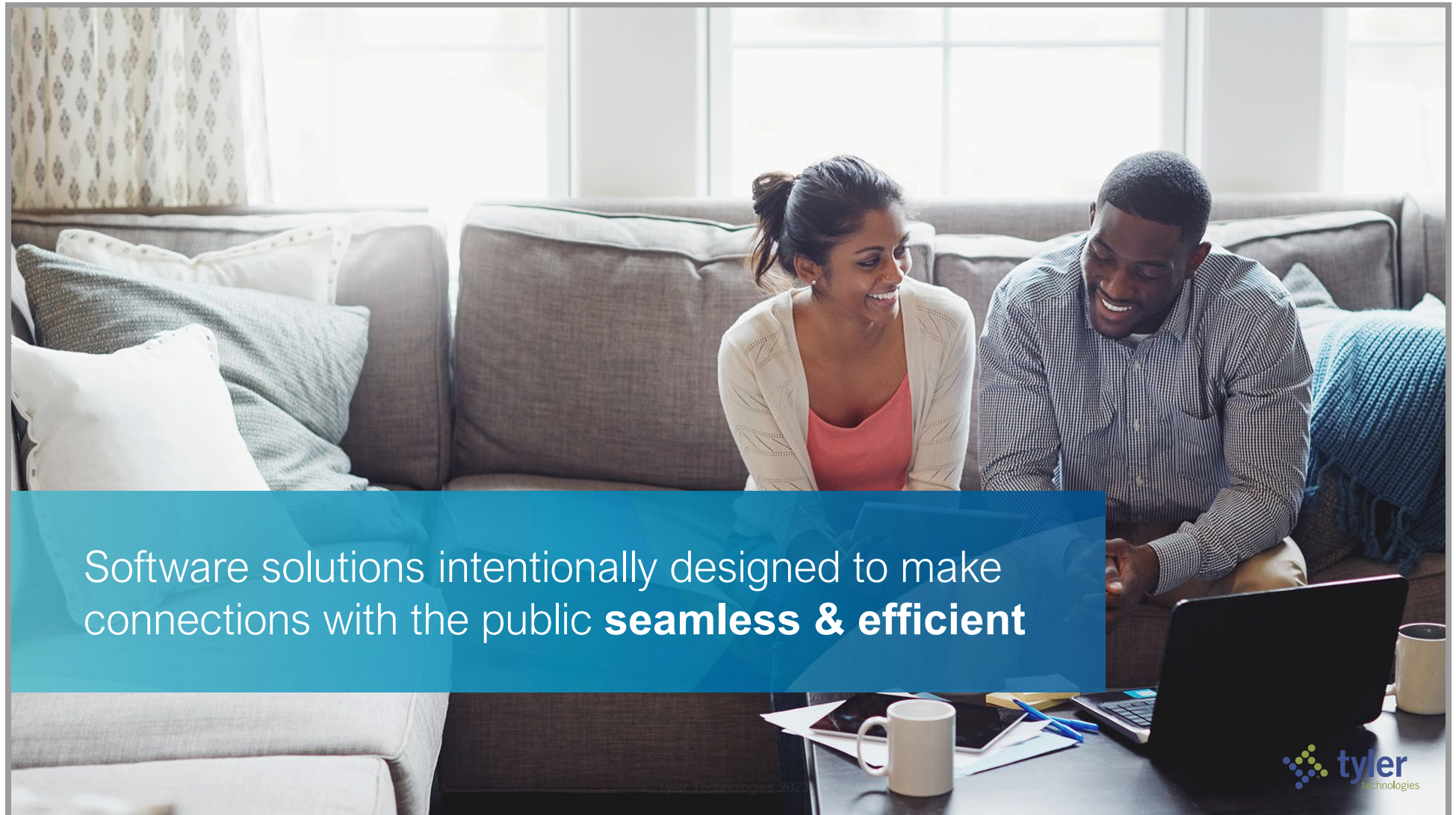




Public sector software isn't just what we do.
It's all we do.

© Tyler Technologies 2023

 **tyler**
technologies



A photograph of a man and a woman in professional attire looking at a tablet together. The man is on the left, wearing a light blue shirt and a patterned tie. The woman is on the right, wearing a light-colored blazer and a pearl necklace. They are both smiling and looking at the tablet. The background is a blurred office setting with large windows.

Software solutions and services **that work together**



Software Solutions for State, Local Government & K-12 Schools



Courts & Justice



Public Safety



Data & Insights



Records & Documents



Appraisal & Tax



ERP Financial



Civic Services



School Solutions

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Tyler ERP: A single integrated solution for your operations

Financial Management

- General Ledger
- Accounts Payable
- Budgeting
- Project and Grant Accounting
- Cash Management
- Capital Assets
- Inventory
- ACFR Statement Builder
- Requisitions
- Purchase Orders
- Bid Management
- Contract Management
- eProcurement
- Employee Expense Reimbursement

Human Capital Management

- Human Resources and Talent Management
- Payroll
- Risk Management
- Employee Self Service
- Time & Attendance
- Advanced Scheduling
- Recruiting

Civic Services

- Permitting & Land Management
- License & Regulatory Management
- Code Enforcement
- GIS Interface

Revenue Management

- Accounts Receivable
- General Billing
- Citizen Self Service
- Tyler Cashiering
- Citizen Self Service

Enterprise Asset Maintenance

- Work Orders
- Fleet Management
- Facilities Management
- GIS Interface

Data Insight

- Analytics & Reporting
- Open Finance
- Capital Projects Explorer
- Content Manager
- Open Data & Citizen Engagement
- API Toolkit Bundle

Citizen Services

- Tyler Notify™
- Tyler Incident Management™
- Click2Report™
- MyCivic



Tyler's Defining Pillars of ERP Success



Research & Development

- All investment benefits K-12 & public sector
- Integrations are connective tissue
- No dependencies on other lines of business
- No custom code



Professional Services

- Seamless transition from professional services
- Domestic Tyler resources
- Average employee tenure is 8.5 years vs. 2 years
- Peers drive direction of Research & Development



Help Desk & Technical Support

- All experience is public sector
- Priority access to Help Desk
- US Based, W2 Support
- Flexible version control

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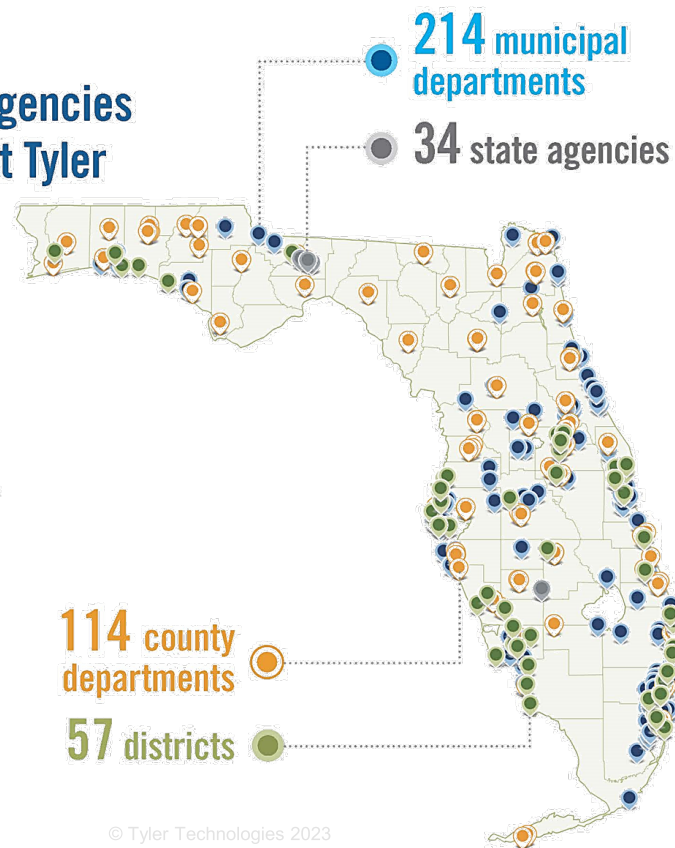


FLORIDA

419

**government agencies
in Florida trust Tyler**

At Tyler, we are working to connect state, city, county, and regional government services within a healthy digital infrastructure. Connecting data, processes, and people makes communities safer, smarter, and more responsive to the needs of residents. See how agencies across Florida work with Tyler to support their mission-critical programs.



Florida Munis Clients



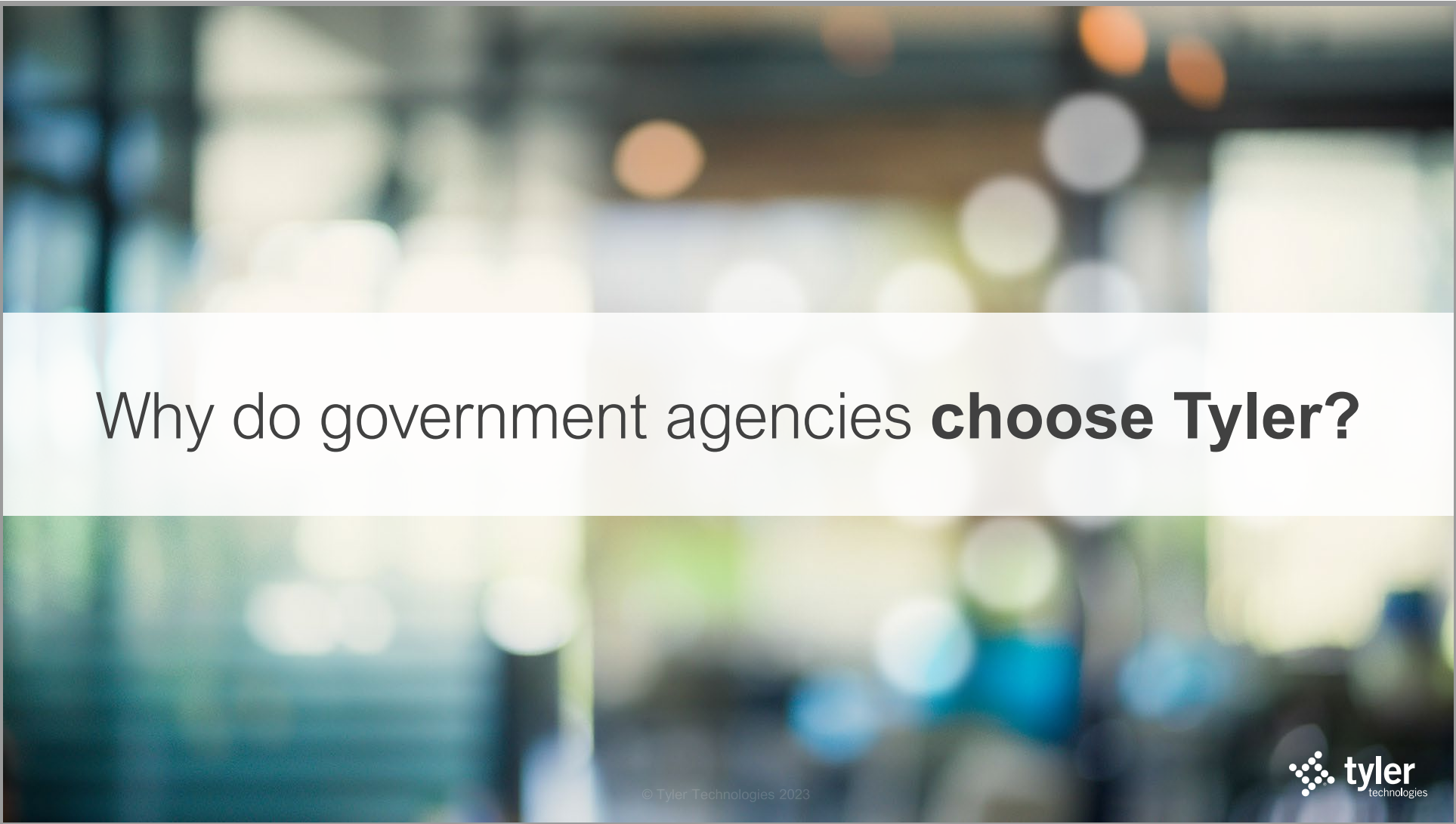
Alachua County
 Bay County Tax Collector
 Broward County Clerk of Courts
 Calhoun County
 Calhoun County Clerk of Court
 Cape Coral Charter School Authority
 Charlotte County
 Charlotte County Clerk of Courts
 Charlotte County Sheriff's Office
 Charlotte County Tax Collector
 City of Altamonte Springs
 City of Arcadia
 City of Bonita Springs
 City of Bradenton
 City of Cape Coral
 City of Clearwater
 City of Clermont
 City of Coral Springs
 City of Daytona Beach Shores
 City of Deltona
 City of Destin
 City of Doral
 City of Dunedin
 City of Dunnellon
 City of Fernandina Beach
 City of Fort Pierce
 City of Fruitland Park
 City of Gretna
 City of Hallandale Beach
 City of Hollywood
 City of Inverness
 City of Jacksonville Beach
 City of Kissimmee
 City of Kissimmee Foundation
 City of Lauderdale Lakes
 City of Lighthouse Point
 City of Lynn Haven
 City of Madeira Beach

City of Maitland
 City of Marco Island
 City of Melbourne
 City of Miami Beach
 City of Miramar
 City of Naples
 City of New Port Richey
 City of New Smyrna Beach
 City of North Lauderdale
 City of North Miami
 City of North Miami Beach
 City of Oakland Park
 City of Ocala
 City of Opa-locka
 City of Ormond Beach
 City of Palm Coast
 City of Pembroke Pines
 City of Pinellas Park
 City of Plant City
 City of Port St. Joe
 City of Port St. Lucie
 City of Riviera Beach
 City of Sanibel
 City of Sebastian
 City of South Daytona
 City of St. Augustine
 City of Starke
 City of Sunrise
 City of Weston
 City of Winter Park
 City of Zephyrhills
 Clay County Sheriff
 Collier County Sheriff's Office
 Dixie County
 Emerald Coast Utilities Authority
 Escambia County Tax Collector
 Flagler County
 Flagler County Clerk of Court
 Flagler County Sheriff

Florida Governmental Utility Authority
 Gulf County
 Hernando County Sheriff's Office
 Indian River Clerk of Courts
 Indian River County
 Indian River County Sheriff
 Lake County
 Lake County Sheriff's Office
 Lake County Tax Collector
 Lee County
 Lee County Sheriff
 Marion County
 Miami-Dade Expressway Authority (MDX)
 Nassau County Circuit Court
 Nassau County Sheriff's Office
 Nassau County Supervisor of Elections
 Northwest Florida Water Management District
 Orange County Clerk of the Circuit and County Courts
 Palm Beach County Tax Collector
 Pasco County
 Pasco County Clerk of Courts
 Pasco County School District
 Pinellas County Clerk of the Circuit Court
 Seacoast Utility Authority
 St. Johns County Sheriff's Office
 Tampa Bay Water Authority
 Town of Juno Beach
 Town of Jupiter
 Town of Lake Clarke Shores
 Town of Manalapan
 Town of Miami Lakes
 Village of North Palm Beach
 Village of Palm Springs
 Village of Wellington
 Walton County
 Walton County Clerk of the Court
 Walton County Supervisor of Elections
 Walton County Tax Collector
 Washington County Clerk of Courts

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Why do government agencies **choose Tyler?**

© Tyler Technologies 2023



Unparalleled Support

We're always here when needed with multiple support channels





Financial Stability

An S&P 500 company
\$22+ billion* market cap

*Updated October 2022





Investment in People

2 years on Forbes' "Best Midsize Employers" list

2 years on Forbes' "Best Employers for Diversity" list

Multiple years on numerous "Best Place to Work" lists

*Updated November 2022

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A Passion To Innovate

Continually innovating new products
based on knowing our clients and
anticipating their future needs

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A photograph of two men, one of Asian descent and one of African descent, both smiling and looking at a laptop screen. They are in a modern office environment with blurred lights in the background. A semi-transparent blue box is overlaid on the left side of the image, containing the title and a paragraph of text.

Our Cloud Strategy

Our cloud-first investments are empowering the next generation of public sector efficiencies, security, and capabilities

© Tyler Technologies 2023



We have a strategic collaborative relationship with Amazon Web Services (AWS), the worldwide leader in cloud services for the public sector

powered by  aws

© Tyler Technologies 2023



Why partner with Tyler Technologies?

Purpose Driven Solution for Local Gov't

One Hand To Hold

Enterprise Business Transformation

Vertically Integrated Model

Long Term Value & Return on Investment

Tremendous Partner Eco-System

Experience Matters

Top-Down Focus on the Village of Estero

© Tyler Technologies 2021





Quoted By: Phil Sharp
 Quote Expiration: 10/01/23
 Quote Name: Village of Estero - EERP - Munis
 Quote Description: Village of Estero - EERP - Munis
 (Sourcewell #090320-TTI)
 SaaS Term: 3.00

Sales Quotation For:

Village of Estero
 9401 Corkscrew Palms Circle
 Estero FL 33928
 Phone: +1 (239) 221-5035

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting	1	116	\$ 6,265.00
Accounts Payable	1	32	\$ 2,525.00
Assets Mobile	1	20	\$ 3,116.00
Budgeting	1	40	\$ 2,525.00
Capital Assets	1	20	\$ 2,137.00
Cash Management	1	20	\$ 1,335.00
Contract Management	1	20	\$ 874.00
Project & Grant Accounting	1	20	\$ 1,603.00
Revenue Management			
Accounts Receivable	1	40	\$ 1,870.00
Cashiering	1	32	\$ 2,914.00
General Billing	1	20	\$ 1,384.00
Content Management			
Content Manager Core includes Onboarding	1	40	\$ 12,569.00
Data Insights			

2023-405952-T2N0K5

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Page 1



Enterprise Analytics and Reporting	1	52	\$ 2,660.00
Additional			
Enterprise Forms Processing Software (including Common Form Set)	1	0	\$ 5,440.00
Subscription Fees			
ACFR Statement Builder	1	40	\$ 4,640.00
Sub-Total:			\$ 51,857.00
Less Discount:			\$ 5,187.00
TOTAL		512	\$ 46,670.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
COA Import Hours	12	\$ 175.00	\$ 0.00	\$ 2,100.00	\$ 0.00
Post Go Live Training - Financials	40	\$ 200.00	\$ 0.00	\$ 8,000.00	\$ 0.00
Project Management	72	\$ 175.00	\$ 0.00	\$ 12,600.00	\$ 0.00
Conversions – See Detailed Breakdown Below				\$ 17,200.00	\$ 0.00
Onsite Implementation	172	\$ 200.00	\$ 0.00	\$ 34,400.00	\$ 0.00
Remote Implementation	340	\$ 175.00	\$ 0.00	\$ 59,500.00	\$ 0.00
TOTAL				\$ 133,800.00	\$ 0.00

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Barcode Printer Kit	1	\$ 1,445.00	\$ 0.00	\$ 1,445.00	\$ 145.00	\$ 0.00	\$ 145.00
Barcode Scanner - NX6 Rugged Mobile Scanning Device	1	\$ 1,695.00	\$ 0.00	\$ 1,695.00	\$ 170.00	\$ 0.00	\$ 170.00

2023-405952-T2N0K5

CONFIDENTIAL

Page 2

	TOTAL	\$ 3,140.00	\$ 315.00
Summary	One Time Fees	Recurring Fees	
Total Tyler License Fees	\$ 0.00	\$ 0.00	
Total SaaS	\$ 0.00	\$ 46,670.00	
Total Tyler Services	\$ 133,800.00	\$ 0.00	
Total Third-Party Hardware, Software, Services	\$ 3,140.00	\$ 315.00	
Summary Total	\$ 136,940.00	\$ 46,985.00	
Contract Total	\$ 277,265.00		
Estimated Travel Expenses excl in Contract			
Total	\$ 9,590.00		

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Empowering people who serve the public®



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technologies

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Quoted By: Phil Sharp
Quote Expiration: 10/01/23
Quote Name: Village of Estero - EERP - Munis
Quote Description: Village of Estero - EERP - Munis
(Sourcewell #090320-TTI)
Saas Term 3.00

Sales Quotation For:

Village of Estero
9401 Corkscrew Palms Circle
Estero FL 33928
Phone: +1 (239) 221-5035

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting	1	116	\$ 6,265.00
Accounts Payable	1	32	\$ 2,525.00
Assets Mobile	1	20	\$ 3,116.00
Budgeting	1	40	\$ 2,525.00
Capital Assets	1	20	\$ 2,137.00
Cash Management	1	20	\$ 1,335.00
Contract Management	1	20	\$ 874.00
Project & Grant Accounting	1	20	\$ 1,603.00
Revenue Management			
Accounts Receivable	1	40	\$ 1,870.00
Cashiering	1	32	\$ 2,914.00
General Billing	1	20	\$ 1,384.00
Content Management			
Content Manager Core includes Onboarding	1	40	\$ 12,569.00
Data Insights			

2023-405952-T2N0K5

CONFIDENTIAL

Page 1

Enterprise Analytics and Reporting	1	52	\$ 2,660.00
Additional			
Enterprise Forms Processing Software (including Common Form Set)	1	0	\$ 5,440.00
Subscription Fees			
ACFR Statement Builder	1	40	\$ 4,640.00
Sub-Total:			\$ 51,857.00
Less Discount:			\$ 7,779.00
TOTAL		512	\$ 44,078.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
COA Import Hours	12	\$ 175.00	\$ 0.00	\$ 2,100.00	\$ 0.00
Post Go Live Training - Financials	40	\$ 200.00	\$ 0.00	\$ 8,000.00	\$ 0.00
Project Management	72	\$ 175.00	\$ 0.00	\$ 12,600.00	\$ 0.00
Conversions – See Detailed Breakdown Below				\$ 17,200.00	\$ 0.00
Onsite Implementation	172	\$ 200.00	\$ 0.00	\$ 34,400.00	\$ 0.00
Remote Implementation	340	\$ 175.00	\$ 0.00	\$ 59,500.00	\$ 0.00
TOTAL				\$ 133,800.00	\$ 0.00

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Barcode Printer Kit	1	\$ 1,445.00	\$ 0.00	\$ 1,445.00	\$ 145.00	\$ 0.00	\$ 145.00
Barcode Scanner - NX6 Rugged Mobile Scanning Device	1	\$ 1,695.00	\$ 0.00	\$ 1,695.00	\$ 170.00	\$ 0.00	\$ 170.00

2023-405952-T2NOK5

CONFIDENTIAL

Page 2

	TOTAL	\$ 3,140.00	\$ 315.00
Summary	One Time Fees	Recurring Fees	
Total Tyler License Fees	\$ 0.00	\$ 0.00	
Total SaaS	\$ 0.00	\$ 44,078.00	
Total Tyler Services	\$ 133,800.00	\$ 0.00	
Total Third-Party Hardware, Software, Services	\$ 3,140.00	\$ 315.00	
Summary Total	\$ 136,940.00	\$ 44,393.00	
Contract Total	\$ 269,489.00		
Estimated Travel Expenses excl in Contract			
Total	\$ 9,590.00		

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Financials				
Accounting	1	\$ 4,000.00	\$ 0.00	\$ 4,000.00
Accounts Payable	1	\$ 6,200.00	\$ 0.00	\$ 6,200.00
Contracts	1	\$ 3,000.00	\$ 0.00	\$ 3,000.00
Project Accounting	1	\$ 4,000.00	\$ 0.00	\$ 4,000.00
TOTAL				\$ 17,200.00

Optional Tyler SaaS and Related Services

2023-405952-T2N0K5

CONFIDENTIAL

Page 3

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Purchasing	1	40	\$ 3,472.00
TOTAL:		40	\$ 3,472.00

Optional Professional Services

Description	Quantity	Unit Price	Ext. Discount	Extended Price	Maintenance
Onsite Implementation	12	\$ 200.00	\$ 0.00	\$ 2,400.00	\$ 0.00
Remote Implementation	28	\$ 175.00	\$ 0.00	\$ 4,900.00	\$ 0.00
TOTAL				\$ 7,300.00	\$ 0.00

Optional 3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Cash Drawer	1	\$ 260.00	\$ 0.00	\$ 260.00	\$ 0.00	\$ 0.00	\$ 0.00
Hand Held Scanner - Model 1950GSR	1	\$ 450.00	\$ 0.00	\$ 450.00	\$ 0.00	\$ 0.00	\$ 0.00
Hand Held Scanner Stand	1	\$ 30.00	\$ 0.00	\$ 30.00	\$ 0.00	\$ 0.00	\$ 0.00
Pattern Stream Automated Document System - Implementation	40	\$ 175.00	\$ 0.00	\$ 7,000.00	\$ 0.00	\$ 0.00	\$ 0.00
Printer (TM-S9000II)	1	\$ 1,623.00	\$ 0.00	\$ 1,623.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL				\$ 9,363.00			\$ 0.00

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Financial Management			

2023-405952-T2N0K5

CONFIDENTIAL

Page 4

Accounting	\$ 6,265.00	\$ 940.00	\$ 5,325.00
Accounts Payable	\$ 2,525.00	\$ 379.00	\$ 2,146.00
Assets Mobile	\$ 3,116.00	\$ 467.00	\$ 2,649.00
Budgeting	\$ 2,525.00	\$ 379.00	\$ 2,146.00
Capital Assets	\$ 2,137.00	\$ 321.00	\$ 1,816.00
Cash Management	\$ 1,335.00	\$ 200.00	\$ 1,135.00
Contract Management	\$ 874.00	\$ 131.00	\$ 743.00
Project & Grant Accounting	\$ 1,603.00	\$ 240.00	\$ 1,363.00
Revenue Management			
Accounts Receivable	\$ 1,870.00	\$ 281.00	\$ 1,589.00
Cashiering	\$ 2,914.00	\$ 437.00	\$ 2,477.00
General Billing	\$ 1,384.00	\$ 208.00	\$ 1,176.00
Content Management			
Content Manager Core includes Onboarding	\$ 12,569.00	\$ 1,885.00	\$ 10,684.00
Data Insights			
Enterprise Analytics and Reporting	\$ 2,660.00	\$ 399.00	\$ 2,261.00
Additional			
Enterprise Forms Processing Software (including Common Form Set)	\$ 5,440.00	\$ 816.00	\$ 4,624.00
Subscription Fees			
ACFR Statement Builder	\$ 4,640.00	\$ 696.00	\$ 3,944.00
TOTAL	\$ 51,857.00	\$ 7,779.00	\$ 44,078.00

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 60% Client and 40% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

As a new Tyler client, you are entitled to a 14-day or a 30-day trial of the Managed Detection and Response cybersecurity service. Please reference <https://www.tylertech.com/services/tyler-detect> for more information on the service and contact CybersecuritySales@tylertech.com to initiate the trial.

Tyler currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Okta, and Identity Automation Rapid Identity. Any requirement by you to use an IdP not supported by Tyler will require additional costs, available upon request.

Content Manager Core includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

The SaaS fees for product that are not named users are based on 50 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

Accounting conversion includes: Actuals (total balances only) up to 5 years, Budgets (total balances only) up to 5 years

Accounts Payable conversion includes: Standard - Vendors, Remit Addresses, 1099 Amounts, Check History(Header, Detail) - up to 5 years, Invoices (Header, Detail) - up to 5 years

Contracts conversion includes: Standard

2023-405952-T2N0K5

CONFIDENTIAL

Page 6

Project Accounting conversion includes: Standard, Actuals - up to 5 years, Budgets - up to 5 years

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

All hardware related to Assets Mobile and Inventory Mobile will be under a standard maintenance plan which starts when they are shipped. This includes replacement of your current hardware if it cannot be fixed through the standard helpdesk process.

2023-405952-T2N0K5

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Page 7