

VILLAGE OF ESTERO
VILLAGE COUNCIL MEETING
PACKET
JUNE 21, 2023, 09:30 AM

www.Estero-fl.gov

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 21, 2023, 09:30 am

1. CALL TO ORDER

INVOCATION

Father Hugh McGuigan Our Lady of Light

PLEDGE OF ALLEGIANCE

ROLL CALL

2. PROCLAMATION

a. Florida Everblades Kelly Cup

Attachment: Florida Everblades 2023.pdf

3. PRESENTATION

a. Honorable Representative Adam Botana

4. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

5. PUBLIC COMMENT ON NON-AGENDA ITEMS

6. CONSENT AGENDA

a. June 7, 2023 Council Meeting Minutes

Attachment: 06072023_minutes.pdf

b. Florida Local Government Cybersecurity Grant Agreement

Attachment: SS Florida Local Government Cybersecurity Grant.pdf
Attachment: Award Letter - DMS-22-23-385 - Village of Estero.pdf
Attachment: Grant Agreement_ - DMS-22-23-385 - Village of Estero.pdf

c. Liaison Assignments

Attachment: Liaison Assignments.pdf

7. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

8. ACTION ITEMS

a. Resolution No. 2023-13 Plat for Milan Villas

A Resolution of the Village Council of the Village of Estero, Florida, Approving Milan Villas a Replat of a Portion of Lot 1, Block "C" of Florida Gulf Land Company's Subdivision, Plat Book 1, Page 59, Lying in Section 34, Township 46 South, Range 25 East, Located on Three Oaks Pkwy and Williams Road; Making Related Findings; Providing for Severability and for an Effective Date.

Recommended Action
Motion to Approve Plat.

Financial Impact
No financial impact

Attachment: 1 SS Res No. 2023-13 Milan Villas Plat.pdf
Attachment: 2 Res No. 2023-13Milan Villas Plat.pdf
Attachment: 3 Staff Report Milan Villas Replat.pdf

b. Cypress Park Circle Utility Extension Project (UEP) Design & Permitting - EC 2022-29 STA 02

Recommended Action
Motion to approve STA 02 to Contract EC 2022-29 with Weston & Sampson to design and permit the extension of utilities to Cypress Park Circle for $311,650.

Approve a $31,000 contingency (10%) for additional services that may be required to complete the project.

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

Financial Impact
The fiscal impact is $342,650 for the design and permitting of the Cypress Park Circle UEP. This includes $311,650 for the contract approval and a 10% project contingency of $31,000.

This project is not currently included within the Fiscal Year 2022-2023 budget. However, sufficient funds are available in unallocated general funds to fund the contract. A budget amendment will be processed to allocate funds to this project.

Attachment: 1 SS Cypress Park.pdf
Attachment: 2 Cypress Park Cir Loc Map.pdf
Attachment: 3 EC 2022-29 STA 02.pdf
Attachment: 4 Vendor Disclosure Form.pdf

c. 8801 Corkscrew Road Building Demolition - RFB 2023-04

Recommended Action
Motion to approve award of Request for Bids No. RFB 2023-04, 8801 Corkscrew Road Structure Demolition to Southwest Builders Inc. to demolish the structure located at 8801 Corkscrew Road at a grand total cost of $106,890.

Also approve a contingency fund amount of $10,689 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur.

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

Financial Impact
The financial impact of the proposed project is $117,579. This includes the contract amount plus a 10% contingency.

Funds are currently available within the Village's Fiscal Year 2022/2023 budget for the Estero on the River Improvements Project. The Fiscal Year 2022/2023 budget is $2,250,000.

Attachment: SS Res No 2023 03 8801 Corkscrew rd demo.pdf
Attachment: 1 Loc Map.pdf
Attachment: 2 Southwest Builders Bid.pdf
Attachment: 3 Contract.pdf
Attachment: 4 Vendor Disclosure Form.pdf
Attachment: 5 CRAS Estero on the River.pdf
Attachment: Resolution 2023-02 Demo of structure on Corkscrew Rd.pdf

d. Estero Parkway Plant Replacements - EC 2021-04 Amendment 5

Recommended Action
Motion to approve Contract EC 2021-04 Amendment 5 to replace plant materials along Estero Parkway.

Authorize the Village Manager to sign the contract amendment and other additional implementing documents within the scope of the contract amendment on behalf of the Village of Estero Council.

Financial Impact
The proposed contract's financial impact is $70,148. There are currently sufficient funds available in the Fiscal Year 2022-2023 Estero Parkway Maintenance Budget to fund this contract.

Attachment: 1 SS Estero Parkway Plant _EC 2021-04 Amendment 5.pdf
Attachment: 2 Loc Map.pdf
Attachment: 3 EC 2021-04 Amendment 05.pdf
Attachment: 4 Vendor Disclosure.pdf

e. 8801 Corkscrew Road Debris Removal - EC 2023-21 Amendment 1

Recommended Action
Motion to approve Amendment 1 to Contract EC 2023-21 to mulch all debris and downed trees located at 8801 Corkscrew Road for $11,886.89.

Authorize the Village Manager to sign the contract amendment and other additional implementing documents within the scope of the contract amendment on behalf of the Village of Estero Council.

Financial Impact
The proposed contract's financial impact is $11,886.89. The Fiscal Year 2022/2023 budget includes $2, 250,000 for improvements to the Estero on the River property. There are sufficient funds available for the proposed project.

Attachment: 1 SS 8801 Corkscrew Road Debris ___ EC 2023-21 Amendment 1.pdf
Attachment: 2 Loc Map.pdf
Attachment: 3 Milborne Contract First Amendment.pdf
Attachment: 3.a Proposal and Scope 8801 Mulch in Place 06-12-23.pdf
Attachment: 4 Milborne Vendor Disclosure.pdf

f. Munis a Tyler Technologies Enterprise Resource Planning (ERP) Solution

Recommended Action
Motion to approve the software as a service agreement (SaaS) for Munis ERP software between the Village of Estero and Tyler Technologies, Inc.

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

Financial Impact
Please see the attached cost proposal. Total cost is $253,687 which includes all implementation and three years of annual fees (please note $9,590 in estimated travel expenses is not included). Funding is included in the Villages' Fiscal Year 2023-2024 Capital Improvement Plan.

Attachment: 1 Estero FL - Cost Proposal v.4 060223.pdf
Attachment: 2 Estero FL Agreement SaaS 061623 Tyler Signed.pdf
Attachment: 3 Vendor Disclosure Form - Estero FL 061323.pdf
Attachment: Summary Sheet DR - Munis ERP Solution.pdf

g. Entertainment District Design & Permitting - EC 2022-33 STA 01

Recommended Action
Motion to approve STA 01 to Contract EC 2022-33 with RWA Engineering to design and permit the Estero Entertainment District for $485,045.

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

Financial Impact
The financial impact for this contract is $485,045.

Funding for this project is included in the Fiscal Year 2022/2023 budget for the Estero Community Park Expansion. The Estero Community Park Expansion's Fiscal Year 2022/2023 budget is $5,550,000.

Attachment: SS Entertainment District Design _ Permitting - EC 2022-33 STA 01.pdf
Attachment: Loc Map.pdf
Attachment: EC 2022-33 STA 01 - EE District Design_Permit.pdf
Attachment: 2023-06-15 Village Vendor Disclosure Form.pdf

9. PUBLIC HEARING SETTLEMENT AGREEMENT

a. Public hearing to consider proposed Settlement Agreement between the Village of Estero and Long Bay Partners, LLC; TOP CR Associates, LLC; and PAC Estero Apartments, LLC, related to The Brooks Town Center property lawsuits.

Recommended Action
Approve Settlement Agreement.

Financial Impact
The Village will not incur additional costs of litigation.

Attachment: SS Public Hearing Settlement Agreement.pdf
Attachment: 1 Summary of Settlement Points.pdf
Attachment: 2 Settlement Agreement Final.pdf
Attachment: 2A. MCP 2023-06-09.pdf
Attachment: 2B. CoconutRoadApts-Conceptual Renderings.pdf
Attachment: 2C. Residences at The Brooks Landscape Plan.pdf
Attachment: 2C2. Streetside Hardscape Treatments 2023-06-06.pdf
Attachment: 2D. Schedule of Deviations.pdf

10.FIRST READING

a. First Reading of Ordinance No. 2023-06, Coconut Road EPD Rezoning

An Ordinance of the Village Council of the Village of Estero, Florida, Considering a Rezoning from Mixed Use Planned Development (MPD) to Estero Planned Development (EPD) for a 45.6-Acre Parcel on the Northwest Corner of US-41 and Coconut Road; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

Recommended Action
Motion to Pass First Reading of Ordinance No. 2023-06 and Set Public Hearing and Second Reading for July 5, 2023.

Financial Impact
Minor cost for newspaper advertisement for second reading.

Attachment: SS First Reading of Ordinance No. 2023-06_ Coconut Road EPD Rezoning.pdf
Attachment: 1 DRAFT Ordinance 2023-06 Coconut Road EPD.pdf
Attachment: 2 Council Staff Report 1st Reading 6-21-2023.pdf
Attachment: 2 A. Staff Report Attachment - Future Land Use Map.pdf
Attachment: 2 B. Staff Report Attachment - Zoning Map.pdf
Attachment: 2 C. Staff Report Attachment - Narrative Statement.pdf
Attachment: 3 eComments.pdf

11.SECOND READING AND PUBLIC HEARINGS

a. Second 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
Approve Ordinance No. 2023-04.

Financial Impact
Minor cost for newspaper advertisement for second reading.

Attachment: 1 SS Ord 2023-04 2nd Reading Agenda Item_9000 Williams Rd.pdf
Attachment: 2 Ordinance 2023-04.pdf
Attachment: 2A 9000 Williams Road EPD _MCP_ 2023-05-26.pdf
Attachment: 2B_Legal Description.pdf
Attachment: 3 Council Staff Report 6-7-2023 and 6-21-2023.pdf
Attachment: 3A Zoning and Land Use Maps.pdf
Attachment: 3B 9000 Williams Road EPD _MCP_ 2023-05-26.pdf
Attachment: 3C Tree Survey Map.pdf
Attachment: 3D Z-98-051 CPD _Golf driving range north of Williams Rd._.pdf

b. 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 approve Resolution 2023-11.

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: 1 CIP 23-24 Budget.pdf
Attachment: 2 Res No. 2023-11 Capital Improvement Program.pdf

12.PUBLIC COMMENT ON NON-AGENDA ITEMS

13.COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

14.VILLAGE ATTORNEY'S REPORT

15.VILLAGE MANAGER'S REPORT

Adjourn Regular Session and Convene Workshop Items

16.WORKSHOP

a. Tuscan Auditors

Attachment: SS Tuscan Audit Presentation.pdf
Attachment: 1 Cumulative Report of Findings _ Mgmt Letter Comments FY 22.pdf
Attachment: 2 2022 Village of Estero ACFR.pdf
Attachment: 3 Village of Estero Graphs FY 22.pdf

17.ADJOURNMENT

General Attachments

- Transcript.pdf

VILLAGE OF ESTERO COUNCIL MEETING

WEDNESDAY, JUNE 21, 2023, 9:30 A.M.

DISCLAIMER:

THIS FILE REPRESENTS AN UNEDITED VERSION OF REALTIME CAPTIONING WHICH SHOULD NEITHER BE RELIED UPON FOR COMPLETE ACCURACY NOR USED AS A VERBATIM TRANSCRIPT.

ANY PERSON WHO NEEDS A VERBATIM TRANSCRIPT OF THE PROCEEDINGS MAY NEED TO HIRE A COURT REPORTER.

09:30:47 >>Mayor McLain: I NOW CALL THE JUNE 21st MEETING OF THE
09:30:52 VILLAGE COUNCIL TO ORDER.
09:30:52 [SOUNDING GAVEL]
09:30:53 I WOULD LIKE TO LET YOU ALL REFLECT WHAT A BEAUTIFUL DAY IT
09:30:57 IS TO BE IN PARADISE, A PLACE THAT WE CALL ESTERO.
09:31:01 I'D ALSO LIKE TO REMIND EVERYONE THAT IF YOU HAVE A CELL
09:31:04 PHONE, INCLUDING MYSELF, THAT'S ON RING MODE, MAYBE YOU CAN
09:31:08 TURN THAT OFF, NOT TO DISRUPT OUR MEETING OR ANY OTHER
09:31:11 DEVICES THAT MIGHT RING OR DING.
09:31:13 WITH EVERYBODY HAVING THAT COMPLETED, I'D LIKE TO INTRODUCE
09:31:19 FATHER HUGH FROM OUR LADY OF LIGHT WHO WILL PROVIDE OUR
09:31:23 MORNING INVOCATION.
09:31:25 FATHER HUGH, WELCOME.
09:31:34 >> GOOD MORNING, EVERYONE.
09:31:36 REMINDING THAT FOOTBALL SEASON IS RIGHT AROUND THE CORNER.
09:31:43 >>Mayor McLain: WE'RE CELEBRATING HOCKEY TODAY.
09:31:46 [LAUGHTER]
09:31:47 >> I WAS GOING TO WEAR MY FLYERS HAT BUT I FIGURED I WOULD

09:31:51 GET FLOWN OUT.
09:31:52 STOPPED IN THE GREAT CITY AND MY SISTER GAVE ME A FLYERS'
09:31:57 HAT.
09:31:58 I SAID I'M AN EVERBLADES BECAUSE WE JUST WON THE KELLY CUP
09:32:02 AGAIN.
09:32:02 CONGRATULATIONS TO THEM.
09:32:03 THE LORD SAYS WHEN TWO OR THREE ARE GATHERED IN MY NAME,
09:32:08 THERE I AM IN THEIR MIDST.
09:32:09 WE PRAY DEAR LORD TODAY THAT YOU BE IN THE MIDST OF THE
09:32:16 VILLAGE OF ESTERO COUNCIL PEOPLE AS THEY GATHER THIS DAY TO
09:32:19 CONSIDER THE BEAUTY OF WHAT WE CALL PARADISE.
09:32:26 WHO DWELL AND LIVE WITHIN THIS VILLAGE, THE BEAUTY OF YOUR
09:32:30 BOUNTY EACH DAY.
09:32:31 WE LIFT THESE PRAYERS TO YOU, DEAR LORD THIS DAY.
09:32:34 IN YOUR HOLY NAME WE PRAY, AMEN.
09:32:37 CONGRATULATIONS.
09:32:38 >>Mayor McLain: THANK YOU, FATHER.
09:32:39 IF EVERYONE WOULD PLEASE STAND AND JOIN ME IN THE PLEDGE OF
09:32:45 ALLEGIANCE.
09:32:47 [PLEDGE OF ALLEGIANCE]
09:33:02 WOULD THE CLERK PLEASE CALL THE ROLL?
09:33:11 >> VICE-MAYOR RIBBLE IS ABSENT TODAY.
09:33:14 COUNCILMEMBER FIESEL?
09:33:15 >>Larry Fiesel: HERE.
09:33:17 >>Mayor McLain: HERE.

09:33:19 >>Lori Fayhee: HERE.
09:33:21 >>Rafael Lopez: HERE.
09:33:23 >>Jim Ward: HERE.
09:33:25 >>George Zalucki: HERE.

09:33:28 >>Mayor McLain: IT LOOKS LIKE WE'RE ALL HERE EXCEPT FOR THE
09:33:32 VICE-MAYOR.
09:33:32 WE'RE GOING TO START OFF WITH AGENDA ITEM NUMBER 2, WHICH IS
09:33:37 A PROCLAMATION TO THE FLORIDA EVERBLADES WINNING OF THE 2023
09:33:43 KELLY CUP.
09:33:44 TODAY WE ARE HONORED TO HAVE ACCEPTING THE PROCLAMATION WILL
09:33:50 BE THE HEAD COACH, BRAD RALPH, OF THE FLORIDA EVERBLADES.
09:33:56 I THINK, BRAD, YOU LIVE IN ESTERO ALSO WHICH MAKES IT REALLY
09:34:00 DOUBLY WELL AND GOOD.
09:34:02 MIKE KELLY IS ALSO GOING TO BE HERE TODAY.
09:34:05 HE'S THE VICE PRESIDENT OF BUSINESS DEVELOPMENT AND
09:34:10 BROADCASTING.
09:34:12 I'M GOING TO ASK BOTH OF YOU GENTLEMEN TO PLEASE COME
09:34:15 FORWARD AND I'LL STEP DOWN AND READ THE PROCLAMATION AND
09:34:18 THEN AT THE CONCLUSION, IF YOU'D LIKE TO SAY A FEW WORDS, WE
09:34:22 WOULD WELCOME THOSE.
09:34:23 THE VILLAGE OF ESTERO PROCLAMATION, WHEREAS, THE HARD WORK,
09:34:54 DEDICATION, SPORTSMANSHIP, TALENT, AND EXCEPTIONAL FLORIDA
09:34:57 EVERBLADES TEAM CHEMISTRY WON THE 2023 KELLY CUP
09:35:04 CHAMPIONSHIP ON FRIDAY NIGHT RIGHT INSIDE THEIR HOME HERTZ
09:35:08 ARENA WITH A 4-3 WIN OVER THE IDAHO STEELHEADS; AND WHEREAS,

09:35:16 THE FLORIDA EVERBLADES SOLD OUT AT THE HERTZ ARENA FOR THE
09:35:20 GAME AND HAD THE LARGEST GROUP EVER IN 25 YEARS WITH 7,855
09:35:27 STANDING ROOM ONLY.
09:35:30 YOU DID YOUR JOB.
09:35:31 WHEREAS, THE FLORIDA EVERBLADES COMPLETED A FOUR-GAME SWEEP
09:35:36 TO EXTEND THEIR REIGN OVER THE ECHL.
09:35:41 THIS IS THE THIRD TIME IN TEAM HISTORY THAT THE FLORIDA
09:35:44 EVERBLADES WON THE KELLY CUP CHAMPIONSHIP WITH THEIR FIRST

09:35:48 WIN IN 2012; AND WHEREAS, THE FLORIDA EVERBLADES WERE
09:35:53 FOUNDED IN 1998.
09:35:55 THEY PLAY IN THE SOUTH DIVISION OF THE EASTERN CONFERENCE IN
09:35:58 THE ECHL; AND WHEREAS, SINCE THEIR INCEPTION IN 1998, THE
09:36:05 FLORIDA EVERBLADES HAVE ESTABLISHED A REPUTATION AS ONE OF
09:36:08 THE PREMIER ORGANIZATIONS IN THE ECHL; AND NOW, THEREFORE,
09:36:14 I, JON McLAIN, MAYOR OF THE VILLAGE OF ESTERO, LEE COUNTY,
09:36:18 FLORIDA, OFFER THE VILLAGE OF ESTERO'S HEARTIEST
09:36:22 CONGRATULATIONS TO THE EVERBLADES FOR THE KELLY CUP
09:36:25 CHAMPIONSHIP.
09:36:25 IN WITNESS THEREOF, I, JON McLAIN, MAYOR OF THE VILLAGE OF
09:36:31 ESTERO, LEE COUNTY, FLORIDA, DO HEREBY PROCLAIM THAT THE
09:36:34 VILLAGE RECOGNIZES AND WE ARE VERY PROUD OF THE FLORIDA
09:36:39 EVERBLADES TEAM OUTSTANDING ACCOMPLISHMENT OF WINNING THE
09:36:43 2023 KELLY CUP CHAMPIONSHIP.
09:36:45 AND I HAVE HEREUNTO SET MY HAND AND CAUSED THE SEAL OF THE
09:36:50 VILLAGE OF ESTERO TO BE AFFIXED THIS 21st DAY OF JUNE

09:36:54 2023.
09:36:55 THERE YOU GO, COACH.
09:36:58 AND ALL YOUR TEAM.
09:36:59 [APPLAUSE]
09:37:15 WOULD YOU LIKE TO SAY A FEW WORDS?
09:37:19 >> SURE.
09:37:19 WELL, IT'S GREAT TO BE BACK HERE.
09:37:22 WE WERE FORTUNATE TO BE BACK, TO BE HERE LAST YEAR AS WELL.
09:37:25 WE'RE MAKING IT LOOK EASY BUT IT'S CERTAINLY NOT TO DO WHAT
09:37:29 WE DO.
09:37:29 WE'RE VERY THANKFUL TO LIVE IN THE VILLAGE OF ESTERO.
09:37:34 PROUD TO PLAY IN FRONT OF OUR COMMUNITY AND JUST, AGAIN,

09:37:37 VERY THANKFUL FOR THE SUPPORT WE GET FROM THE VILLAGE OF
09:37:39 ESTERO.
09:37:41 EVERYONE KEEP SAYING WE'RE GOING TO DO IT THREE TIMES.
09:37:44 SO THAT'S THE GOAL WE'RE SET TO DO AND HOPEFULLY WE'LL BE
09:37:47 BACK NEXT YEAR.
09:37:48 THANKS VERY MUCH.
09:37:49 [APPLAUSE]
09:37:53 >> I'D LIKE TO ECHO WHAT HEAD COACH BRAD RALPH.
09:37:56 WE'RE VERY PROUD TO PLAY HERE IN THE VILLAGE OF ESTERO AND
09:37:59 VERY GRATEFUL FOR THE COMMUNITY SUPPORT.
09:38:01 IT WAS OFF THE CHARTS AGAIN THIS YEAR, AND IT WAS TRULY A
09:38:04 NORTH AMERICAN CHAMPIONSHIP.
09:38:06 WE DEFEATED A TEAM FROM NORTH CHARLESTON, SOUTH CAROLINA,

09:38:09 JACKSONVILLE, FLORIDA, ST. JOHN'S NEWFOUNDLAND CANADA AND
09:38:13 THEN BOISE, IDAHO.
09:38:16 IT WAS GREAT TO BE ABLE TO GIVE NOTORIETY TO THE VILLAGE OF
09:38:18 ESTERO ON AN INTERNATIONAL BASIS.
09:38:22 WE'RE VERY GRATEFUL, AGAIN, FOR ALL THE SUPPORT.
09:38:25 LOOKING FORWARD TO YEAR NUMBER 26.
09:38:26 THANK YOU.
09:38:27 [APPLAUSE]
09:38:32 >>Mayor McLain: NEXT ON THE AGENDA I HAVE THE HONOR TO
09:39:01 INTRODUCE THE HONORABLE -- OUR STATE REPRESENTATIVE ADAM
09:39:06 BOTANA.
09:39:08 ADAM LIVES IN BONITA SPRINGS, AND HE IS OUR STATE
09:39:12 REPRESENTATIVE IN DISTRICT 80.
09:39:15 HE SERVES ON MANY COMMITTEE ASSIGNMENTS AND I JUST WENT TO
09:39:20 THE INTERNET TODAY AND I SEE THAT YOU ARE A VERY BUSY
09:39:23 REPRESENTATIVE FOR US.

09:39:24 HE'S ON THE SELECT COMMITTEE ON THE HURRICANE RESILIENCY AND
09:39:29 RECOVERY.
09:39:29 HE IS THE VICE-CHAIR FOR THAT COMMITTEE.
09:39:31 HE'S IN THE INFRASTRUCTURE STRATEGIES COMMITTEE AND
09:39:35 AGRICULTURE, CONSERVATION, AND RESILIENCY SUBCOMMITTEE.
09:39:39 HE'S ON THE RULES COMMITTEE.
09:39:41 HE'S ON THE AGRICULTURE AND NATURAL RESOURCES APPROPRIATIONS
09:39:46 SUBCOMMITTEE, AND HE'S ON THE INSURANCE AND BANKING
09:39:49 SUBCOMMITTEE.

09:39:49 HE HAS A LEADERSHIP ROLE AS THE CHIEF FLOOR WHIP.
09:39:59 WE COULD PROBABLY USE THAT SOMETIMES IN HERE, TOO.
09:40:01 THE WHOLE VILLAGE WELCOMES YOU AND THE VILLAGE OF ESTERO
09:40:06 WANTS TO EXTEND OUR THANK YOU TO YOU AND KATHLEEN PASSIDOMO,
09:40:14 SENATE PRESIDENT, ON BEHALF OF THE VILLAGE OF ESTERO AND THE
09:40:17 EFFORT THAT IT TOOK FOR YOU TO GET US A GRANT OF
09:40:21 $7.5 MILLION WHICH WILL BE USED ON THE WEST END OF BROADWAY
09:40:26 TO COMPLETE -- NOT COMPLETE, BUT CONTRIBUTE TO THE SEPTIC TO
09:40:33 SEWER PROJECT THAT WE'VE GOT ONGOING DOWN THERE.
09:40:36 SO IT'S A PIECE, AND WE'RE VERY THANKFUL FOR THAT PIECE AND
09:40:39 HOPEFULLY WE CAN WORK HERE IN THE FUTURE AND MAYBE GET SOME
09:40:41 MORE PIECES OF THAT COMPLETED IN THERE ALSO.
09:40:44 I'LL OPEN IT UP FOR YOUR COMMENTS, AND THANK YOU FOR BEING
09:40:46 HERE AND TAKING THE TIME TO BE HERE.
09:40:48 >>Adam Botana: THANK YOU, MAYOR.
09:40:49 THANK YOU, COUNCIL AND STAFF, FOR HAVING ME HERE.
09:40:52 I'LL DO A QUICK LEGISLATIVE UPDATE AND OPEN IT UP TO ANY
09:40:55 QUESTIONS THAT YOU MIGHT HAVE.
09:40:56 WE'LL START OFF, I HAVE TO RECOGNIZE MY RIGHT HAND HERE,
09:41:00 JULIE INMAN.

09:41:01 YOU GUYS HAVE TALKED TO HER.
09:41:03 SHE IS MY LEGISLATIVE AIDE.
09:41:05 SHE HELPS ME OUT IN TALLAHASSEE.
09:41:06 SHE'S GREAT.
09:41:07 SHE'S AWESOME.

09:41:08 WE HAVE TO START OFF DISTRICT 80 ENCOMPASSES SOUTHWEST
09:41:11 FLORIDA WHICH GOES FROM BOCA GRANDE ALL THE WAY DOWN TO
09:41:14 IMMOKALEE ROAD IN COLLIER COUNTY, SO ALL COASTAL LEE AND
09:41:18 PARTS OF COLLIER AND BONITA/ESTERO IS OUR MAIN DISTRICT.
09:41:22 WE WERE PRETTY MUCH GROUND ZERO FOR HURRICANE IAN.
09:41:25 SO THIS YEAR, WE HAD A BIG LIFT WITH THE HELP OF OUR SENATOR
09:41:30 JONATHAN MARTIN, WHICH WILL BE HERE.
09:41:32 HE'LL GET MORE INTO POLICY.
09:41:33 I TALK MORE ABOUT MONEY.
09:41:35 THAT'S OUR SHOW THAT WE'VE BEEN GOING ON HERE FOR A WHILE
09:41:38 NOW.
09:41:38 WITH JONATHAN MARTIN, KATHLEEN PASSIDOMO, ALL GOOD GROUP TO
09:41:42 BRING BACK A LOT OF MONEY.
09:41:43 AT THE BEGINNING OF SESSION, WE STARTED WITH AN ASK OF $307
09:41:46 MILLION TO THE STATE.
09:41:49 NOW, FOLKS, THAT'S MONEY THAT WE CAN ASK FOR TODAY.
09:41:52 THAT'S MONEY THAT'S COMING FROM OUR STATE TODAY.
09:41:54 THIS BILL, THE BUDGET WAS SIGNED LAST WEEK BY OUR GREAT
09:41:59 GOVERNOR DESANTIS, AND WE'RE GOING TO GO BACK.
09:42:01 SESSION STARTS JANUARY.
09:42:04 THE COMMITTEE WEEK STARTS SEPTEMBER.
09:42:05 THIS IS MONEY THAT WE CAN GET RIGHT NOW.
09:42:07 SO OF THAT 307 MILLION, THEY CREATED A POT FOR HURRICANE
09:42:12 NICOLE AND IAN.

09:42:14 THERE'S $350 MILLION IN THAT POT.

09:42:16 OUT OF THAT POT, WE CAN PULL ROUGHLY ABOUT 180 MILLION OUT
09:42:20 OF THAT IN ADDITION TO $76 MILLION FOR INFRASTRUCTURE FOR
09:42:25 THE SANIBEL CAUSEWAY, MATT LASCHE CORRIDOR, AND ALONG
09:42:28 ESTERO, ALSO WITH BEACH RENOURISHMENT IN BONITA AND FORT
09:42:33 MYERS.
09:42:33 I KNOW YOU GUYS DON'T HAVE A BEACH, BUT THIS HELPS US OUT IN
09:42:36 THE BIG SCHEME OF THINGS.
09:42:37 IT'S GOING TO BE A BIG LIFT, BUT WITH OUR SENATOR, WE'RE
09:42:41 GOING TO KEEP WORKING TOWARDS IT AND KEEP GOING.
09:42:44 THERE'S A LOT OF GOOD PARTNERSHIPS WITH THE COUNTY AND WITH
09:42:46 THE STATE.
09:42:47 YOU KNOW, YOU HAVE RESILIENT LEE OUT THERE WHICH IS A GOOD
09:42:50 ORGANIZATION THAT IS HUD MONEY THAT WILL BE HERE IN A COUPLE
09:42:53 OF YEARS.
09:42:54 WE'RE SAYING THIS MONEY COMES RIGHT NOW.
09:42:56 SO I WANT YOU TO GO OUT INTO YOUR COMMUNITY AND SEE WHAT YOU
09:42:59 GUYS NEED AND COME BACK AND LET US KNOW.
09:43:03 IT WILL BE A BIG ASK.
09:43:05 I COULDN'T SAY ENOUGH ABOUT STEVE SARKOZY HERE.
09:43:08 WE WORKED WITH ALL THE CITY MANAGERS.
09:43:09 WE GOT THEM ALL TOGETHER BEFORE SESSION TO SEE, HEY, WHAT
09:43:13 CAN WE DO.
09:43:15 THEY ALL REPRESENTED YOU GREAT.
09:43:16 ALSO, WE'RE GOING TO HAVE A LOT TO WORK ON.
09:43:20 WE'VE GOT $5 MILLION FOR WATER PROJECTS FOR BONITA.

09:43:24 7 MILLION FOR YOU GUYS.
09:43:25 AND THERE'S GOING TO BE QUITE MORE THAT'S OUT THERE.

09:43:28 BUT I WANTED TO OPEN IT UP TO YOU GUYS IF THERE ARE ANY
09:43:30 QUESTIONS YOU HAVE ON THE LEGISLATION THAT WE DID THIS YEAR
09:43:33 OR APPROPRIATION PROCESS, I'M MORE THAN HAPPY TO ANSWER FOR
09:43:36 YOU.
09:43:42 >>George Zalucki: REPRESENTATIVE BOTANA, I WANT TO SAY THANK
09:43:44 YOU FOR ALL OF THE GREAT WORK YOU HAVE DONE IN TALLAHASSEE.
09:43:46 YOU AND YOUR COLLEAGUES HAVE REALLY DONE AN AMAZING JOB IN
09:43:49 BRINGING HOME THE NECESSARY FUNDS TO HELP US MOVE FORWARD
09:43:53 AFTER -- PARTICULARLY AFTER THE HURRICANE.
09:43:54 I JUST WANTED TO THANK YOU AND YOUR TEAM.
09:43:59 >>Mayor McLain: ANY OTHER COMMENTS?
09:44:01 >>Adam Botana: YOU GUYS ARE EASY.
09:44:02 COME ON.
09:44:03 THIS IS NOT BAD.
09:44:03 [LAUGHTER]
09:44:04 >>Mayor McLain: WELL, I THINK THE WORK IS TO COME.
09:44:06 WE APPRECIATE THE OPPORTUNITY TO HAVE YOU HERE, BUT I CAN
09:44:11 TELL YOU THAT INDIVIDUAL SESSIONS WE HAVE WITH STEVE, WE'LL
09:44:16 COME UP WITH A LIST OF ITEMS, BECAUSE OF THE HURRICANE AND
09:44:19 THE LIKE, WE HAVE SERIOUS ISSUES AND SERIOUS MONEY DRAWS
09:44:24 THAT WE WILL NEED.
09:44:25 ANY ASSISTANCE THAT WE CAN GET WE'LL FUNNEL THOSE THROUGH
09:44:29 STEVE.

09:44:30 WE ARE THANKFUL THAT WE HAVE STEVE AND THE EXPERIENCE THAT
09:44:32 HE HAS AND THE INGENUITY THAT IT WILL ALLOW US TO TAP INTO
09:44:36 THOSE FUNDS.
09:44:37 AND WE ALSO APPRECIATE YOU AND YOUR FELLOW LEGISLATORS TO
09:44:42 ASSIST US IN THAT AREA.
09:44:44 WE'RE ANXIOUS FOR YOUR SUPPORT IN THAT.

09:44:49 WE THANK YOU FOR WHERE WE ARE NOW.
09:44:51 IF THERE ARE NO OTHER COMMENTS, THANK YOU FOR COMING.
09:44:55 >>Adam Botana: ONE MORE THING I WANT TO TELL YOU GUYS.
09:44:57 YOU HAVE MY CELL PHONE.
09:44:59 IF THERE'S ANYTHING YOU NEED, PLEASE REACH OUT.
09:45:01 LIKE I'VE TOLD ALL, COMMUNICATION IS KEY, ESPECIALLY WITH
09:45:06 OUR CITIES AND OTHER COUNTIES.
09:45:08 WE ALL HAVE TO WORK TOGETHER TO BUILD SOMETHING THAT WE
09:45:10 REALLY WANT TO SEE OVER THE NEXT 15, 20 YEARS.
09:45:12 SO LET'S WORK TOGETHER.
09:45:15 >>Lori Fayhee: THANK YOU SO MUCH FOR EVERYTHING YOU DO.
09:45:17 >> THANK YOU.
09:45:17 [APPLAUSE]
09:45:22 >>Mayor McLain: NEXT ON THE AGENDA IS ACTUALLY THE APPROVAL
09:45:25 OF THE AGENDA.
09:45:28 DO ANY OF THE COUNCIL MEMBERS HAVE ANY ADDITIONS, DELETIONS,
09:45:31 OR CHANGES THEY WOULD LIKE TO MAKE TO THE AGENDA?
09:45:35 IF NONE, I'D ENTERTAIN A MOTION.
09:45:39 A MOTION BY COUNCILMEMBER WARD TO APPROVE THE AGENDA AND DO

09:45:44 I HAVE A SECOND?
09:45:44 COUNCILMEMBER FIESEL HAS SECONDED THE MOTION.
09:45:49 CLERK, WOULD THE CLERK PLEASE CALL THE ROLL?
09:45:55 >>Larry Fiesel: AYE.
09:45:58 >>Lori Fayhee: AYE.
09:46:00 >>Rafael Lopez: AYE.
09:46:01 >>Jim Ward: AYE.
09:46:03 >>George Zalucki: AYE.
09:46:04 >> VICE-MAYOR RIBBLE IS ABSENT.
09:46:06 MAYOR McLAIN.

09:46:07 >>Mayor McLain: AYE.
09:46:08 THE CHAIR NOW WILL TAKE PUBLIC COMMENT ON ANY ITEMS THAT ARE
09:46:13 NOT ON THE AGENDA.
09:46:16 DO WE HAVE PUBLIC SPEAKERS?
09:46:17 >>Tammy Duran: YES.
09:46:18 THE FIRST ONE IS MARK.
09:46:23 >> GOOD MORNING, COUNCIL MEMBERS.
09:46:26 I GAVE YOU A COPY OF WHAT I'M TALKING ABOUT TODAY JUST
09:46:29 BECAUSE IT HELPS ME KEEP ON TRACK AND YOU REMEMBERING
09:46:33 ANYTHING I SAID.
09:46:33 A COUPLE OF THINGS, MAYBE IT'S TIME TO UPDATE THE VILLAGE
09:46:37 CHARTER.
09:46:37 IT'S BEEN ABOUT TEN YEARS SINCE IT WAS WRITTEN AND WE HAVE A
09:46:41 FEW ISSUES.
09:46:41 THE VILLAGE HAS GROWN.

09:46:43 WE'RE ALSO LOOKING, SOME OF THE OUTLYING COMMUNITIES THAT
09:46:47 AREN'T IN THE VILLAGE WANT TO BE ANNEXED IN AT SOME POINT IN
09:46:51 TIME, SO HOW DO WE BALANCE THE REPRESENTATION AMONGST THE
09:46:54 VILLAGE COUNCIL MEMBERS.
09:46:56 AND WE ONLY HAD 14% OF THE VOTERS COME OUT BECAUSE OF THE
09:47:01 DATE OF THE ELECTION.
09:47:01 NOW, THERE ARE OTHER ISSUES WITH THAT.
09:47:04 AND THE TERMS OF THE CURRENT COUNCIL MEMBERS AND OTHER
09:47:07 THINGS WOULD HAVE TO CHANGE.
09:47:08 WE GOT TO FIND SOMEBODY TO UPDATE THE CHARTER.
09:47:11 NOW IT'S KIND OF INTERESTING.
09:47:14 FORT MYERS IS ACTUALLY IN THEIR REVIEW RIGHT NOW OF THEIR
09:47:18 CHARTER, SO IT'S AN APPROPRIATE TIME.
09:47:20 MY NEXT ITEM IS HIRING -- I KNOW WE LIKE VILLAGE LIGHT AND

09:47:25 STEVE AND I TALK ABOUT THAT ALL THE TIME.
09:47:28 I APPRECIATE WHERE WE ARE AND HOW OUR TAXES ARE.
09:47:30 BUT IT MIGHT BE TIME FOR PARKS AND RECREATION FULL-TIME
09:47:33 PERSON.
09:47:34 WE'VE GOT 65 ACRES.
09:47:37 WE'VE GOT WILLIAMS ROAD.
09:47:39 WE GOT THE BONITA/ESTERO RAIL TRAIL, MULTIUSE PATH,
09:47:43 RECREATIONAL FIELDS, TRYING TO WORK WITH THE LEE COUNTY
09:47:46 SCHOOLS, ESTERO COMMUNITY PARK, THE MAIN ENTRANCE.
09:47:50 YEARS AGO, MARY PUT IT IN THE DEVELOPMENT ORDER THAT GENOVA
09:47:55 HAD TO PUT MONEY ASIDE.

09:47:58 GET 100K, WE'RE TRYING TO DIG IT OUT RIGHT NOW WITH THE
09:48:00 FINANCE DIRECTOR HOW MUCH THE MONEY HAS GROWN TO.
09:48:02 I SHOULD HAVE AN ANSWER IN A COUPLE OF DAYS.
09:48:04 I'VE BEEN ADVOCATING AND OTHERS FOR RECREATION PARK.
09:48:10 WE ALSO NEED REPRESENTATION.
09:48:11 I TALKED ABOUT A MONTH AGO, ON THE LEE COUNTY PARKS AND
09:48:14 RECREATION.
09:48:16 WE DON'T HAVE ANYBODY ON THAT AND WE DON'T HAVE ANYBODY ON
09:48:18 THE CONSERVATION 2020 AND THERE ARE ALL KINDS OF OTHER
09:48:22 ADVISORY COUNCILS TO THE MPO.
09:48:24 LASTLY, PAYING FOR NEWSPAPER NOTICES.
09:48:29 YESTERDAY, THE LEE COUNTY COMMISSIONERS PASSED AN ORDINANCE
09:48:32 WHERE THEY ARE NOT ADVERTISING ANY ANNOUNCEMENTS IN THE
09:48:35 NEWSPAPER ANYMORE AND THEY CITED SOME REALLY GOOD
09:48:38 INFORMATION AND THAT'S WHAT I GAVE YOU A COPY OF.
09:48:41 I THINK IT'S SOMETHING THAT THEIR LAWYER ACTUALLY WROTE, SO
09:48:45 WE CAN JUST KIND OF PLAGIARIZE IT A LITTLE BIT AND SAVE
09:48:49 OURSELVES SOME MONEY.

09:48:50 I BROUGHT IT UP TO MY CDD LAST NIGHT, AND THEY ARE GOING TO
09:48:52 DO AN ORDINANCE KIND OF THE SAME WAY.
09:48:55 THANKS FOR YOUR TIME.
09:48:56 APPRECIATE ALL YOU DO.
09:48:58 >>Mayor McLain: THANK YOU, MARK.
09:49:00 >>Tammy Duran: OUR LAST ONE IS RICHARD.
09:49:06 >> GOOD MORNING, EVERYONE.

09:49:10 I'M RICHARD SHERMAN.
09:49:11 I'M A 20-YEAR RESIDENT HERE IN ESTERO, FORMER NAVY OFFICER
09:49:17 AND MEMBER OF THE INTERNATIONAL DARK SKIES ASSOCIATION.
09:49:19 I WOULD LIKE TO THANK MR. LOPEZ WHO HAS COMMUNICATED BACK
09:49:22 AND FORTH WITH ME ON A COUPLE OF THE TOPICS AND MR. SARKOZY
09:49:25 WHO INVITED ME LAST YEAR TO TALK ABOUT LIGHTING.
09:49:29 LIGHTING IS NEAR AND DEAR TO ME AS A MEMBER OF THE
09:49:32 INTERNATIONAL DARK SKIES ASSOCIATION.
09:49:34 I WAS HERE IN JANUARY OF 2022.
09:49:37 AND TALKING ABOUT LED LIGHTING ORDINANCE.
09:49:41 LIGHTING HAS CHANGED.
09:49:43 WE HAVE NEW LIGHTING, AND WE NEED AN ORDINANCE TO MAKE SURE
09:49:46 THAT IT'S SAFE FOR OUR RESIDENTS AND AFFORDABLE AS WELL.
09:49:53 IT ALL COMES DOWN TO DIRECTION OF LIGHT, THE AMOUNT OF LIGHT
09:49:55 AND COLOR OF LIGHT.
09:49:56 BACK IN THE DAYS OF OLD SODIUM LIGHTS, WHICH YOU ALSO SEE IN
09:50:00 COLLIER STILL, THE LIGHTING WAS CORRECT BUT EXPENSE WAS
09:50:02 EXTRAORDINARY.
09:50:03 TODAY WE ARE IN THE WORLD OF LEDs WHERE THEY ARE MUCH,
09:50:05 MUCH MORE COST-EFFECTIVE.
09:50:07 AND YET THAT DOESN'T NECESSARILY MEAN SAFER WITHOUT THE
09:50:11 PROPER ORDINANCE IN PLACE.

09:50:12 SO WE CAN HAVE A WIN-WIN HERE BY HAVING LED ORDINANCE THAT
09:50:17 TALKS ABOUT THE SAFE DEPLOYMENT OF LIGHT.
09:50:20 AND BY SAFE I MEAN REDUCE ACCIDENTS AND LOWER INCIDENCES OF

09:50:25 CANCER.
09:50:25 I'VE SHARED WITH TAMMY A BRIGHT GREEN ENVELOPE WITH EVERYONE
09:50:31 THAT HAS SOME OF THE RESEARCH AND MY PRESENTATION FROM LAST
09:50:34 YEAR, BUT A COUPLE OF THE KEY THINGS I WANTED TO SHARE IS
09:50:37 THAT THERE ARE STATISTICAL -- THERE IS STATISTICAL EVIDENCE
09:50:40 THAT SAYS INTERSECTIONS WITH SEVERE GLARE AND UNSHIELDED
09:50:44 LIGHTING ACTUALLY HAVE HIGHER ACCIDENT RATES.
09:50:49 THERE ARE HIGHER STATISTICALLY SIGNIFICANT HIGHER INCIDENCES
09:50:52 OF ENDOCRINE, BREAST, AND PROSTATE CANCER WHEN THE MELATONIN
09:50:59 CYCLE IS DISRUPTED BY POOR LIGHTING, NAMELY POOR COLOR
09:51:03 LIGHTING, EXCESSIVE LIGHTING AS WELL.
09:51:04 IN 2017, NOBEL PRIZE WAS AWARDED TO THREE SCIENTISTS.
09:51:09 AGAIN, A NOBEL PRIZE SHOWING THAT HOW THE BODY REACTS TO
09:51:16 INCREASED LIGHTING AND AFFECTING THE MELATONIN CYCLE.
09:51:19 THIS IS SCIENCE.
09:51:20 THIS IS PEER-REVIEWED SCIENCE.
09:51:23 I'VE SHARED SOME OF THE RESEARCH WITH YOU IN THE ENVELOPES
09:51:25 THAT YOU'LL RECEIVE.
09:51:26 LASTLY, 2012, EVEN APPLE JUMPED ON.
09:51:31 IF YOU HAVE AN APPLE I PHONE NOW, IT SHOWS DARKER, SOFTER,
09:51:37 REDDER LIGHT AT NIGHTTIME.
09:51:38 THAT'S BECAUSE OF THE RESEARCH THAT'S COME OUT.
09:51:40 THIS IS REALLY SCIENCE AND IT'S SAFER FOR EVERYONE AS WELL.
09:51:44 GROVELAND, FLORIDA, OUTSIDE OF ORLANDO, HAS BEEN A LEADER IN
09:51:49 FLORIDA IN DARK SKIES.

09:51:51 THE PACKAGE THAT I HAVE GIVEN HAS THE ORDINANCE FROM MY TOWN
09:51:55 IN NEW JERSEY.
09:51:56 IT'S A SIMPLE COUPLE-PAGE ORDINANCE THAT MAKES SURE THAT OUR
09:51:59 COMMUNITY IS SAFE AND THAT WE'RE SAVING TAXPAYERS MONEY.
09:52:04 THERE'S OTHER INFORMATION IN THERE.
09:52:05 BUT IN THE INTEREST OF TIME, I WOULD LIKE TO JUST SAY, I'D
09:52:08 LOVE TO BE HERE FOR THE NEXT 20 PLUS YEARS.
09:52:10 I DON'T WANT TO HAVE TO SEE US PUT IN LIGHTING, TAKE IT BACK
09:52:13 OUT AGAIN AS THE WORLD BECOMES MORE EDUCATED ABOUT THE NEED
09:52:16 FOR PROPER COLOR AND PROPER DEPLOYMENT OF LIGHTING.
09:52:18 THAT'S ALL I WANTED TO SAY.
09:52:20 THANK YOU SO MUCH FOR YOUR TIME AND THE CONSIDERATION.
09:52:23 HOPEFULLY WE'LL TALK AGAIN SOON.
09:52:24 THANK YOU.
09:52:34 >>Mayor McLain: NEXT ON THE AGENDA IS THE CONSENT AGENDA,
09:52:36 WHICH IS 6 A, B AND C.
09:52:39 DO ANY OF THE COUNCIL MEMBERS HAVE ANY COMMENTS OR QUESTIONS
09:52:42 REGARDING THE CONSENT AGENDA?
09:52:42 I SEE NONE, SO THE CHAIR WILL NOW ENTERTAIN A MOTION.
09:52:51 >>George Zalucki: MR. MAYOR, SO MOVE TO APPROVE AS WRITTEN.
09:52:54 >>Mayor McLain: WE HAVE A MOTION BY COUNCILMEMBER ZALUCKI.
09:52:58 SECOND BY COUNCILMEMBER LOPEZ.
09:53:00 WOULD THE CLERK PLEASE CALL THE ROLL?
09:53:05 >>George Zalucki: AYE.
09:53:06 >>Jim Ward: AYE.

09:53:09 >>Rafael Lopez: AYE.
09:53:10 >>Lori Fayhee: AYE.
09:53:13 >>Larry Fiesel: AYE.
09:53:14 >>Mayor McLain: AYE.

09:53:15 NEXT ON THE AGENDA IS ITEM 8A, RESOLUTION NUMBER 2023-13, A
09:53:26 PLAT FOR MILAN VILLAS.
09:53:28 WILL THE CLERK PLEASE READ THE TITLE OF THE RESOLUTION?
09:53:32 >>Tammy Duran: A RESOLUTION OF THE VILLAGE COUNCIL OF THE
09:53:33 VILLAGE OF ESTERO, FLORIDA, APPROVING MILAN VILLAS A RE-PLAT
09:53:37 OF A PORTION OF LOT 1, BLOCK C OF FLORIDA GULF LAND
09:53:41 COMPANY'S SUBDIVISION, PLAT BOOK 1, PAGE 59, LYING IN
09:53:45 SECTION 34, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LOCATED ON
09:53:50 THREE OAKS PARKWAY AND WILLIAMS ROAD; MAKING RELATED
09:53:53 FINDINGS; PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE
09:53:58 DATE.
09:53:58 >>Mayor McLain: THANK YOU.
09:53:59 WOULD OUR VILLAGE MANAGER LIKE TO INTRODUCE THIS ITEM?
09:54:03 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
09:54:07 SEVERAL MONTHS AGO, THE COUNCIL APPROVED THE REZONING FOR
09:54:10 MILAN VILLAS, WHICH IS ON THE NORTHWEST CORNER OF THREE OAKS
09:54:15 PARKWAY AND WILLIAMS ROAD.
09:54:17 THE NEXT STEP IN THE PROCESS IS THE PLAT, WHICH DEPICTS THE
09:54:22 LOTS, THE OPEN SPACE PRESERVES, LAKES, AND GENERAL
09:54:25 CONFIGURATION OF THE PROPERTY.
09:54:26 THIS IS A REQUIREMENT AS THEY MOVE FORWARD WITH THEIR

09:54:31 DEVELOPMENT PROCESS, AND IT REQUIRES VILLAGE COUNCIL
09:54:34 APPROVAL.
09:54:38 >>Mayor McLain: THANK YOU, STEVE.
09:54:39 ANY QUESTIONS FROM OUR COUNCIL MEMBERS OR COMMENTS?
09:54:44 IF THERE ARE NO COUNCIL QUESTIONS, LET'S GO ON TO ANY PUBLIC
09:54:56 COMMENTS ON THIS ITEM.
09:54:57 >>Tammy Duran: NONE.
09:54:58 >>Mayor McLain: NO PUBLIC COMMENTS.

09:54:59 ANY E-COMMENTS?
09:55:01 >>Tammy Duran: NO.
09:55:03 >>Mayor McLain: BEFORE WE GO TO A MOTION, I JUST HAVE ONE
09:55:08 COMMENT.
09:55:08 I RECEIVED SEVERAL -- I'VE HAD SEVERAL DISCUSSIONS THAT HAVE
09:55:14 BEEN INITIATED FROM THE PUBLIC ON WHAT'S GOING ON ON THIS
09:55:23 SITE.
09:55:23 IT CONCERNS ME FOR THIS PROJECT AND MAYBE FUTURE PROJECTS WE
09:55:26 HAVE.
09:55:26 IT'S BASICALLY -- I UNDERSTAND THE ECONOMIES OF SCALE.
09:55:31 THIS AREA, WHICH IS ON WILLIAMS ROAD AND THREE OAKS IS A
09:55:36 MAJOR THOROUGHFARE GOING THROUGH ESTERO.
09:55:39 BASICALLY, IT WAS A CLEAR CUT.
09:55:41 IT'S TEN ACRES.
09:55:43 IT WAS JUST CLEAR CUT.
09:55:44 I UNDERSTAND THAT'S A GOOD WAY TO DO DEVELOPMENT.
09:55:49 THE ISSUE WITH THAT IS IF YOU WERE ONE OF THE NEIGHBORS ON

09:55:51 THE WEST SIDE OF THIS DEVELOPMENT, YOU WERE EXPOSING -- YOU
09:55:57 HAD A NICE FOREST BEHIND YOUR HOME PRIOR TO THIS AND NOW YOU
09:56:01 HAVE BARREN LAND AND NOW EXPOSED YOURSELF TO ALL THE TRAFFIC
09:56:08 THAT'S ON THREE OAKS.
09:56:09 SO I WOULD JUST LIKE TO ASK THE DEVELOPER THAT AS WE MOVE
09:56:15 FORWARD ON THIS MOTION TO APPROVE IT OR NOT, THAT WE ASK HIM
09:56:22 MAYBE TO INCREASE THE BERM OR THE LANDSCAPING ON THE WEST
09:56:26 END OF THIS PROJECT TO PROTECT THE EXISTING NEIGHBORS IN
09:56:32 THAT AREA.
09:56:33 I GUESS WHEN YOU GO UNDER THE DEVELOPMENT PROCESS, MARY, IS
09:56:37 THAT WHERE WE WOULD BE ABLE TO ADDRESS THAT IN A WAY AS THE
09:56:40 DEVELOPER COMES BACK WITH HIS PLANS.

09:56:41 >>Mary Gibbs: WELL, TODAY IS THE PLAT, WHICH IS THE FINAL
09:56:44 ACTION OF THE COUNCIL.
09:56:46 SO I THINK IF YOU WANT THE DEVELOPER TO LOOK AT WHAT HE CAN
09:56:51 DO ON THAT WEST END TO KIND OF MITIGATE THE VISUAL IMPACTS
09:56:55 FOR THE NEIGHBORS, HE'S HERE TODAY, WAYNE EVERETT FROM DR
09:57:01 HORTON, YOU MIGHT ASK HIM.
09:57:03 I REACHED OUT TO HIM WHEN I GOT A COUPLE OF COMPLAINTS FROM
09:57:05 THE NEIGHBORS TO SEE IF THEY COULD GET THE LANDSCAPING
09:57:07 INSTALLED EARLIER, BUT THERE'S SOME ISSUE WITH THE
09:57:09 IRRIGATION.
09:57:10 MAYBE YOU CAN ASK WAYNE EVERETT IF HE COULD COME UP AND
09:57:14 EXPLAIN WHAT HE CAN OR CAN'T DO.
09:57:16 >>Mayor McLain: OKAY.

09:57:16 THAT WOULD BE GREAT.
09:57:22 >>Wayne Everett: GOOD MORNING.
09:57:23 WAYNE EVERETT, DR HORTON FOR THE RECORD.
09:57:26 SO WE DO HAVE A VILLAGE-APPROVED LANDSCAPE PLAN WHICH WAS
09:57:35 ENHANCED AT THEIR REQUEST DURING THE, NOT ONLY THE ZONING,
09:57:40 BUT THE FOLLOWING MEETINGS AND APPROVALS.
09:57:44 AS MARY MENTIONED, WE WOULD LOVE TO GET LANDSCAPING IN TODAY
09:57:49 JUST TO LET IT START GROWING AND MATURING.
09:57:52 HOWEVER, THE CRITICAL PATH IS GETTING POWER TO OUR WELL.
09:57:58 WE'LL NEED A WELL TO DO IRRIGATION HERE.
09:58:01 AND ALL OF THOSE PERMITS ARE IN PLACE BUT WE HAVE TO WAIT ON
09:58:05 FPL.
09:58:06 AS FAR AS THE LANDSCAPING ALONG THAT WESTERN EDGE, I DON'T
09:58:12 RECALL OFFHAND, BUT I DO KNOW THAT THERE IS FAIRLY
09:58:17 SUBSTANTIAL HEDGEROW ALONG THERE, TREES.
09:58:22 YOU MENTIONED A BERM.

09:58:23 THERE'S REALLY NOT VERY MUCH ROOM FOR A BERM OTHER THAN THE
09:58:29 REQUIRED PERIMETER BERM FOR STORMWATER MANAGEMENT, WHICH IS
09:58:33 A COUPLE OF FEET ABOVE THE GROUND.
09:58:35 BUT THE LANDSCAPING WOULD BE ON THE TOP OF THAT BERM FOR
09:58:39 THAT LENGTH.
09:58:42 FURTHER DOWN THE ROAD, BUT WE GREATLY INCREASED ALL OF THE
09:58:46 LANDSCAPING ALONG WILLIAMS ROAD AND THREE OAKS PARKWAY TO BE
09:58:53 ALMOST -- WELL, PROBABLY MORE THAN DOUBLE THE NORMAL
09:58:56 REQUIREMENT.

09:58:57 WE'VE GOT THE NORMAL REQUIREMENT SORT OF UP FRONT AND THEN
09:59:00 WE'VE GOT ANOTHER LAYER BEHIND THAT.
09:59:06 UNFORTUNATELY, IT'S GOING TO TAKE TIME TO GET TO THAT POINT.
09:59:10 >>Mayor McLain: I THINK THAT'S GOOD BOTH FOR YOUR
09:59:12 DEVELOPMENT AND I THINK FOR VISIBILITY IT WILL BE PRETTY ON
09:59:16 THOSE SIDES.
09:59:17 AND WHAT YOU'RE SAYING THAT IS CLEAR CUT RIGHT NOW.
09:59:20 SO ANY VEGETATION THAT WILL APPEAR ON THAT BERM IS GOING TO
09:59:24 BE ADDED ONCE YOU GET A WELL PUT IN PLACE AND YOU DON'T HAVE
09:59:28 THE PERMIT.
09:59:30 >>Wayne Everett: WELL, WE HAVE THE PERMIT.
09:59:31 IT'S JUST WE HAVE TO GO THROUGH THE PROCESS TO GET ALL OF
09:59:36 OUR UNDERGROUND CONDUITS IN PLACE FOR FPL TO START BRINGING
09:59:40 IN THEIR WIRE AND TRANSFORMERS.
09:59:42 THAT'S JUST PART OF THE DEVELOPMENT SCHEDULING.
09:59:47 I HAVE HAD A NUMBER OF DISCUSSIONS WITH FPL MORE RECENTLY,
09:59:51 AND THEY ARE CLAIMING FURTHER DELAYS DUE TO SUPPLY CHAIN
09:59:56 ISSUES, AND THEY ARE NOW TRYING TO IMPLEMENT A PROCESS THAT
10:00:00 THEY WILL NOT EVEN START THEIR PROCESS UNTIL WE'RE GOING
10:00:05 VERTICAL WITH HOME CONSTRUCTION.

10:00:09 I'M RUNNING THAT AS HIGH UP FPL'S LADDER AS POSSIBLE,
10:00:13 BECAUSE THERE ARE OTHER ISSUES OTHER THAN JUST THE
10:00:15 IRRIGATION.
10:00:16 I MEAN, WE HAVE TO HAVE -- WE HAVE A LIFT STATION.
10:00:18 IT NEEDS TO GET POWER AND GET STARTED UP.

10:00:21 SO WE'RE WORKING THROUGH THAT, BUT IT IS OUR GOAL TO
10:00:26 BEAUTIFY AND INSTALL LANDSCAPING AND THE PERIMETER FENCING
10:00:30 AND ALL OF THOSE ITEMS AS EARLY IN THE PROCESS AS POSSIBLE.
10:00:33 >>Mayor McLain: DO YOU HAVE ANY IDEA WHEN THAT MIGHT BE?
10:00:37 BEST GUESSTIMATE AT THIS POINT WITH ALL THE DELAYS?
10:00:40 >>Wayne Everett: CURRENTLY, THE LAST SCHEDULE I SAW, WE WERE
10:00:42 HOPING TO BE PAVING IN SEPTEMBER.
10:00:46 AND GENERALLY, WHEN WE'RE PAVING IS WHEN FPL SHOULD BE THERE
10:00:51 STARTING TO PULL THEIR WIRE AND START SETTING THEIR
10:00:54 TRANSFORMERS.
10:00:56 WE'LL HAVE TO SEE IF THEY WILL DO THAT FOR US.
10:00:59 >>Mayor McLain: WHAT WE SEE TODAY WE'LL SEE UNTIL
10:01:03 SEPTEMBER/OCTOBER.
10:01:05 >>Wayne Everett: IT WILL BE CLEAR.
10:01:06 THE WORK WILL GET TO BE WHERE IT'S FEWER BIG MACHINES, LESS
10:01:14 DISTURBING TO THE NEIGHBORS, BUT WE'LL MOVE IT ALONG AS FAST
10:01:19 AS WE CAN.
10:01:19 >>Mayor McLain: THANK YOU.
10:01:20 ANY OTHER QUESTIONS?
10:01:23 >>Jim Ward: IF YOU RECALL, THIS WAS A CONCERN I RAISED AT
10:01:25 THE LAST COUNCIL MEETING WHEN I NOTED THE CLEAR CUT ALONG
10:01:29 THREE OAKS PARKWAY.
10:01:31 I'M REMINDED OF THE CONSTRUCTION THEY ARE DOING ON BEN HILL
10:01:35 GRIFFIN JUST NORTH OF ESTERO PARKWAY WHERE MIROMAR LAKES IS

10:01:41 CONSTRUCTING NEW CONSTRUCTION.

10:01:42 WHAT THEY DID IS THEY PUT IN A BERM AND PUT IN LANDSCAPING
10:01:46 ABOUT SIX MONTHS AGO, SIGNIFICANTLY PRIOR TO WHEN THEY ARE
10:01:50 GOING TO START CONSTRUCTION.
10:01:52 THAT GIVES THE OPPORTUNITY FOR THE GROWTH TO INCREASE OVER
10:01:55 TIME, BUT IT ALSO PROTECTS THE LAND AND THE VIEWS FROM
10:02:00 PEOPLE ALONG THAT AREA.
10:02:01 SO I THINK THAT IS THE PROPER WAY TO DO SOMETHING LIKE THAT
10:02:06 IN TERMS OF BEING ABLE TO JUST PROVIDE LANDSCAPING PRIOR TO
10:02:09 THE ACTUAL INITIAL CONSTRUCTION.
10:02:11 AGAIN, TO JON'S POINT, I THINK WE APPRECIATE WHATEVER YOU
10:02:15 COULD DO BECAUSE THOSE NEIGHBORS ON THAT WEST SIDE ARE
10:02:19 REALLY EXPOSED TO SOMETHING THEY HAVE NEVER SEEN BEFORE.
10:02:22 I THINK IT'S IMPORTANT THAT WE PROTECT THEM.
10:02:25 >>Wayne Everett: UNDERSTOOD.
10:02:26 I'M NOT SURE OF THE BEN HILL GRIFFIN, DO THEY HAVE REUSE
10:02:31 WATER?
10:02:31 DO THEY HAVE OTHER MEANS FOR IRRIGATION?
10:02:35 I WANT THE LANDSCAPING IN EARLY.
10:02:37 IT'S JUST IT WILL DIE IF WE DON'T HAVE THE IRRIGATION TO
10:02:41 KEEP IT GOING.
10:02:45 >>Mayor McLain: I CONCUR WITH YOUR CONCERN THERE, JIM.
10:02:48 BUT I UNDERSTAND THE PROCESS ALSO.
10:02:49 AND THEY MAY HAVE HAD THAT PRE-WATERED OR WHATEVER IN THERE.
10:02:54 THANK YOU MUCH FOR YOUR COMMENTS.
10:02:56 >>Wayne Everett: THANK YOU.

10:02:56 >>Mayor McLain: I'LL NOW ENTERTAIN A MOTION FOR APPROVAL.
10:03:01 COUNCILMEMBER WARD HAS MADE A MOTION.

10:03:03 DO I HAVE A SECOND?
10:03:07 >>Larry Fiesel: I'LL SECOND THAT.
10:03:07 >>Mayor McLain: COUNCILMEMBER FIESEL HAS SECONDED THE ITEM.
10:03:10 WOULD THE CLERK PLEASE CALL THE ROLL ON THIS ITEM?
10:03:16 >>Larry Fiesel: AYE.
10:03:18 >>Lori Fayhee: AYE.
10:03:20 >>Rafael Lopez: AYE.
10:03:22 >>Jim Ward: AYE.
10:03:23 >>George Zalucki: AYE.
10:03:24 >>Mayor McLain: AYE.
10:03:26 THE NEXT ITEM ON THE AGENDA IS NUMBER 8B, CYPRESS PARK
10:03:32 CIRCLE UTILITY EXTENSION PROJECT OR IT CAN BE REFERRED TO AS
10:03:37 UEP DESIGN AND PERMITTING.
10:03:40 STEVE, WOULD YOU PLEASE INTRODUCE THIS ITEM?
10:03:42 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
10:03:45 AS PART OF THE COUNCIL'S EFFORTS TO EXTEND MUNICIPAL WATER
10:03:51 AND SEWER SERVICES TO ALL OF THE AREAS OF THE VILLAGE, WE
10:03:56 HAVE 12 DISTINCT NEIGHBORHOODS THAT ARE AFFECTED BY THAT
10:04:02 PROJECT.
10:04:03 THOSE 12 AREAS CURRENTLY HAVE WELLS AND SEPTIC SYSTEMS AND
10:04:08 MOST OF THEM ARE IN AN AREA -- AREAS THAT ARE QUITE CLOSE TO
10:04:14 THE RIVER.
10:04:14 THE LACK OF MUNICIPAL SERVICES WE KNOW FROM OUR FGCU STUDIES

10:04:20 HAS A DIRECT IMPACT ON LOWERING WATER QUALITY IN THE ESTERO
10:04:26 RIVER.
10:04:26 THE CYPRESS PARK CIRCLE HERE IS A SMALL NEIGHBORHOOD JUST
10:04:36 WEST OF COUNTRY CREEK AND REALLY JUST ACROSS THE STREET HERE
10:04:40 FROM VILLAGE HALL.
10:04:42 AND IT'S PART OF THAT OVERALL STRATEGY TO EXTEND WATER AND

10:04:46 SEWER SERVICES.
10:04:48 THE THOUGHT HERE IS THAT WE SHOULD BE SHOVEL READY WITH
10:04:55 PROJECTS.
10:04:56 SO THE FIRST STEP IS TO TRY TO GET THE COMPLETE ENGINEERING
10:05:00 DONE.
10:05:01 SO IN THE EVENT THAT WE CAN GET GRANTS TO HELP US WITH THIS
10:05:04 EFFORT AND REDUCE THE COST TO INDIVIDUAL HOMEOWNERS WE'LL BE
10:05:09 IN A POSITION TO PRESENT ACTUAL CONSTRUCTION DRAWINGS,
10:05:14 CONSTRUCTION ESTIMATES OF COST AND SO FORTH WHICH ADVANCE
10:05:18 THE PROJECT.
10:05:19 SO THE RECOMMENDATION HERE IS THAT WE USE THE WESTON AND
10:05:26 SAMPSON GROUP.
10:05:27 THIS IS A NEW GROUP THAT WE'VE ONLY USED SPARINGLY.
10:05:30 THEY ARE OUT OF LAKELAND AND ORLANDO.
10:05:32 BUT THE PROJECT COST HERE FOR THE ENGINEERING IS $311,650.
10:05:37 WITH CONTINGENCIES THEN, WE RECOMMEND THIS FOR COUNCIL
10:05:42 APPROVAL.
10:05:45 >>Mayor McLain: THANK YOU, STEVE.
10:05:46 ANY QUESTIONS FROM COUNCIL ON STEVE'S COMMENTS OR THE

10:05:51 PROJECT?
10:05:52 IF NOT, WE WILL NOW TAKE PUBLIC COMMENT ON THIS ITEM.
10:05:57 DO WE HAVE ANY, TAMMY?
10:05:58 >>Tammy Duran: NO.
10:06:00 NO E-COMMENTS.
10:06:04 >>Mayor McLain: ALL RIGHT.
10:06:04 SO THEN NOW WE WILL -- I WILL ENTERTAIN A MOTION FOR THIS
10:06:08 ITEM.
10:06:11 COUNCILMEMBER LOPEZ HAS MADE THE MOTION AND SECONDED BY
10:06:14 COUNCIL PERSON FAYHEE.

10:06:16 WOULD THE CLERK PLEASE READ THE ROLL OR TAKE THE ROLL?
10:06:25 >>George Zalucki: AYE.
10:06:26 >>Jim Ward: AYE.
10:06:28 >>Rafael Lopez: AYE.
10:06:30 >>Lori Fayhee: AYE.
10:06:31 >>Larry Fiesel: AYE.
10:06:32 >>Mayor McLain: AYE.
10:06:33 NEXT ON THE AGENDA IS ITEM 8C REGARDING THE ADDRESS OF 8801
10:06:42 CORKSCREW ROAD BUILDING DEMOLITION.
10:06:46 STEVE, WOULD YOU PLEASE INTRODUCE THIS ITEM?
10:06:48 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
10:06:51 THIS ITEM COMES TO YOU AT THE DIRECTION THAT YOU PROVIDED
10:06:56 BACK AT THE EARLY PART OF THE YEAR WHERE THE COUNCIL
10:07:01 DECLARED THE BUILDING ON OUR PROPERTY AT THE CORNER OF
10:07:05 CORKSCREW AND U.S. 41 AS UNNECESSARY AND AUTHORIZED ITS

10:07:12 DEMOLITION.
10:07:13 SINCE THAT TIME WE'VE GONE OUT AND SECURED BIDS FOR THAT
10:07:18 PURPOSE.
10:07:18 THE BID, WE HAVE ONE LONE BID IN THE AMOUNT OF $106,890.
10:07:25 THE PROPERTY IS 30 ACRES ON THE SOUTH SIDE OF THE RIVER THAT
10:07:33 THE VILLAGE OWNS AND THE HOUSE ITSELF WAS OCCUPIED BY
10:07:37 CHARLES DAURAY WHO HAD LIFE USE OF THE PROPERTY WHEN WE
10:07:42 PURCHASED IT.
10:07:44 HE HAS SINCE PASSED AWAY.
10:07:45 THE HOUSE IS IN VERY POOR CONDITION AND HAS BEEN DETERMINED
10:07:52 TO BE NOT HISTORICALLY SIGNIFICANT.
10:07:55 IT COMES TO YOU WITH A RECOMMENDATION FOR APPROVAL.
10:08:01 >>Mayor McLain: THANK YOU, STEVE.
10:08:03 DO COUNCIL MEMBERS HAVE ANY COMMENTS OR QUESTIONS OF STEVE?

10:08:11 >>George Zalucki: MR. MAYOR, JUST ONE QUESTION.
10:08:13 I THINK THE BID CAME OUT TO ROUGHLY 106,000.
10:08:16 AND IT LOOKS LIKE THE BID IS BROKEN DOWN INTO TWO SEGMENTS,
10:08:18 ONE BEING SALVAGED ITEMS FOR 48,650 AND STRUCTURAL
10:08:22 DEMOLITION FOR 58,240.
10:08:24 JUST TO BE CLEAR ON WHAT WE'RE DOING WITH THE SALVAGE ITEM
10:08:31 WORTH ALMOST 50,000, HAS THERE BEEN ANY DISCUSSION?
10:08:35 I'M ASSUMING IT IS THE HISTORICAL SOCIETY.
10:08:37 >>Steven Sarkozy: WE'RE NOT SURE WHAT TO DO WITH THE
10:08:39 MATERIALS.
10:08:40 THESE ARE ITEMS THAT THE HISTORICAL SOCIETY HAS IDENTIFIED.

10:08:43 THEY ARE LIKE DOORKNOBS OR INTERESTING WINDOWS OR WOOD IN
10:08:50 THE BUILDING THAT BY RIGHT SHOULD BE PRESERVED, AND WE
10:08:56 THOUGHT WE WOULD GIVE IT TO THEM.
10:08:57 THEY WOULD PROBABLY SELL IT AND USE THE MATERIALS.
10:09:00 WE COULD SELL IT, BUT IT REPRESENTS A LOT OF WORK TO TRY TO
10:09:04 UNLOAD THAT STUFF.
10:09:05 BUT WE'RE TRYING TO DO THE RIGHT THING FOR THE LIMITED
10:09:10 HISTORIC VALUE THAT'S THERE.
10:09:14 >>George Zalucki: UNDERSTOOD.
10:09:14 THANK YOU.
10:09:15 >>Jim Ward: STEVE, WE HAD A DISCUSSION YESTERDAY RELATIVE TO
10:09:18 THIS.
10:09:19 CAN YOU JUST UPDATE US ON THE ISSUES RELATIVE TO THE
10:09:23 CONCERNS THAT WE HAVE ABOUT TRYING TO DO A RENOVATION ON
10:09:27 THAT PROPERTY, WHAT THE CONCERNS ARE WITH RESPECT TO THAT?
10:09:31 >>Steven Sarkozy: WELL, WHEN WE LOOKED AT IT ORIGINALLY, AND
10:09:34 MOST OF THE COUNCIL WAS OUT THERE TO TAKE A TOUR OF IT BACK
10:09:37 AT THE FIRST OF THE YEAR, THE BUILDING IS IN VERY POOR

10:09:43 CONDITION.
10:09:44 THE BUILDING HAS FLOODED SEVERAL TIMES, MOST RECENTLY DURING
10:09:48 IAN, AND IT HAS A HISTORY OF FLOODING FROM THE SHEET FLOW OF
10:09:53 WATER THAT COMES OFF OF CORKSCREW AND EVEN WHEN IT WAS
10:09:57 OCCUPIED FLOODED SEVERAL TIMES.
10:09:59 THE BUILDING, AS I MENTIONED, IS IN VERY BAD SHAPE, BOTH
10:10:04 STRUCTURALLY AND COSMETICALLY, SO THAT WOULD TAKE QUITE A

10:10:09 BIT TO CLEAN IT UP.
10:10:13 BUT THE INTERIOR OF THE BUILDING, WE LOOKED AT IT AND NO ONE
10:10:17 HAS COME UP WITH A GOOD USE FOR IT.
10:10:21 THERE ARE A NUMBER OF DIFFERENT PHYSICAL LEVELS INSIDE.
10:10:26 YOU COME INTO THE FOYER AND YOU STEP DOWN INTO THE LIVING
10:10:29 ROOM, STEP DOWN INTO THE BACK ROOM.
10:10:33 THE DOORWAYS ARE SMALL.
10:10:35 YOU STEP UP INTO THE DINING ROOM.
10:10:37 THE RESTROOMS ARE SMALL.
10:10:40 AND THEN TO GET UP TO THE SECOND FLOOR, THE STAIRWAY IS VERY
10:10:47 SMALL.
10:10:48 REALLY FOR ADA PURPOSES FOR PUBLIC USE, YOU'D REQUIRE AN
10:10:53 ELEVATOR.
10:10:54 SO LOOKING AT IT AND NOT KNOWING HOW WE WOULD USE IT, IT
10:11:04 OCCUPIES A BIG CHUNK OF THE PROPERTY THERE ON THE SOUTH
10:11:08 SIDE.
10:11:08 WITH NO BETTER SUGGESTIONS, WE BROUGHT FORWARD THE
10:11:12 SUGGESTION THAT IT BE DEMOLISHED AFTER IT WAS REVIEWED BY AN
10:11:17 ARCHITECTURAL CONSULTANT WHO DETERMINED THAT IT'S NOT
10:11:19 HISTORICALLY SIGNIFICANT.
10:11:22 >>Jim Ward: AM I CORRECT IT ALSO HAS A SIGNIFICANT MOLD
10:11:25 ISSUE?

10:11:26 >>Steven Sarkozy: YES.
10:11:28 >>Mayor McLain: ANY OTHER COMMENTS?
10:11:30 >>Larry Fiesel: YES.

10:11:31 WHEN I FIRST WAS INTRODUCED TO THIS STRUCTURE, WE HAD A
10:11:36 COUNCIL MEETING THERE ON PREMISES BACK LAST SPRING A YEAR
10:11:41 AGO.
10:11:42 AND I SAW WHAT I THOUGHT WAS A VERY UNIQUE HOME, BUT IT WAS
10:11:46 A UNIQUE HOME THAT WOULD REQUIRE A LOT OF MONEY TO PUT BACK
10:11:51 INTO USABLE CONDITION.
10:11:53 WE DID VOTE AS A COUNCIL ON FEBRUARY THE 15th, UNANIMOUS
10:11:59 VOTE, TO MOVE FORWARD WITH THE DEMOLITION.
10:12:02 I HAVE SINCE VISITED THE HOME BECAUSE THERE IS A GROUP,
10:12:05 ESTERO FOREVER FOUNDATION HAS A VISION FOR THIS PIECE OF
10:12:08 PROPERTY.
10:12:10 THEY ARE IN THE PROCESS OF GETTING AN OFFICIAL QUOTE TO
10:12:13 REPLACE OR REPAIR THE ROOF ON THE STRUCTURE WHICH I THINK IS
10:12:17 GOING TO BE A VERY EXPENSIVE PROPOSITION.
10:12:21 BUT IT HAS NO SIGNIFICANT VALUE OR HISTORICAL VALUE, BUT I
10:12:26 THINK IT'S A UNIQUE STRUCTURE TO THE COMMUNITY, AND I WOULD
10:12:30 BE IN FAVOR OF LETTING THE GROUP HAVE A PERIOD OF TIME TO
10:12:35 COME FORWARD TO THIS COUNCIL WITH THEIR PLAN OF WHAT THEY
10:12:40 THINK THEY CAN DO WITH THIS AND CAN THEY OBTAIN THE FUNDING
10:12:44 THAT'S GOING TO BE REQUIRED TO MAKE THAT VISION BECOME A
10:12:47 REALITY.
10:12:48 ONCE IT'S TORE DOWN, OBVIOUSLY, WE CAN'T GO BACK AND DO
10:12:52 ANYTHING WITH IT.
10:12:53 IS THERE AN ONGOING COST ASSOCIATED TO THE COUNCIL OR TO THE
10:13:00 VILLAGE TO LEAVE IT IN THE CONDITION UNTIL WE CAN HAVE --

10:13:04 >>Steven Sarkozy: NO.
10:13:05 IT WAS DEEMED THAT IT WAS BEYOND OUR IMMEDIATE REPAIR, SO
10:13:10 WE'RE NOT DOING ANYTHING WITH THE BUILDING RIGHT NOW.
10:13:12 >>Larry Fiesel: IT WOULDN'T COST US ANY ADDITIONAL MONEY IF
10:13:15 WE WAITED A WHILE TO BRING IN A PLAN FROM THE FOLKS THAT ARE
10:13:19 DRIVING THIS VISION TO TELL US IF THERE'S SOMETHING THAT
10:13:24 CAN, IN FACT, BE DONE AND IF IT'S FINANCIALLY FEASIBLE,
10:13:28 WHICH AT THIS POINT, WE DON'T KNOW.
10:13:31 AT LEAST I DON'T.
10:13:33 I KNOW THE ROOF QUOTE SHOULD BE COMING IN SOMETIME FAIRLY
10:13:35 SOON, WHICH IS GOING TO BE A VERY SIGNIFICANT NUMBER UNTO
10:13:39 ITSELF.
10:13:40 STEVE, I AGREE WITH YOU IN TOTAL WITH THE INTERIOR OF THE
10:13:44 BUILDING.
10:13:45 THERE'S A LOT OF ADA COMPLIANT ISSUES TO OPEN THIS UP TO THE
10:13:49 GENERAL PUBLIC, BUT IT MAY BE USEFUL TO SOMEBODY ELSE AS A
10:13:54 PRIVATE ENTITY SO THAT THE ADA WOULDN'T BE AFFECTED.
10:13:59 I WOULD BE IN FAVOR TO SEE IF WE COULD TABLE THIS MOTION
10:14:04 UNTIL -- PUT A TIME FRAME ON IT, SIX MONTHS, FOUR MONTHS,
10:14:07 WHATEVER YOUR FAVOR IS, TO BRING FORWARD TO THIS COUNCIL THE
10:14:12 PLAN THAT THEY HAVE TO UTILIZE THIS BUILDING.
10:14:17 AND IF THAT'S FEASIBLE, THEN WE'VE SAVED THE BUILDING.
10:14:21 IF IT'S NOT FEASIBLE, THEN WE MOVE THE DEMOLITION DATE BACK
10:14:24 BY A CERTAIN PERIOD OF TIME.
10:14:28 >>Lori Fayhee: WHAT IS THE DEMOLITION DATE NOW?

10:14:30 >>Steven Sarkozy: WE DON'T HAVE A SPECIFIC DATE FROM THE
10:14:34 COMPANY.
10:14:34 ONCE YOU APPROVE IT, THEN WE GET IT ON THEIR WORK SCHEDULE.
10:14:38 PROBABLY A COUPLE OF MONTHS OUT.

10:14:46 >>Robert Eschenfelder: I WANTED TO QUICKLY ADDRESS THE
10:14:48 COMMENT ABOUT THE ADA JUST TO MAKE SURE YOU ALL UNDERSTAND.
10:14:51 THE ADA HAS SEVERAL TITLES TO IT.
10:14:53 TITLE 1 IS EMPLOYMENT.
10:14:54 TITLE 2 IS PUBLIC SERVICES.
10:14:56 TITLE 3 IS PLACES OF PUBLIC ACCOMMODATION.
10:14:58 SO IF SOMEONE WERE WHO ACQUIRE THE STRUCTURE AND SAY, WELL,
10:15:04 I WANT TO MOVE IT TO A DIFFERENT LOT AND USE IT AS MY
10:15:07 PERSONAL RESIDENCE, THAT'S FINE.
10:15:08 BUT EVEN NONPROFITS AND BUSINESSES WHO MAY SAY WE'RE GOING
10:15:13 TO INVITE MEMBERS OF THE PUBLIC, THAT THEN BECOMES A PLACE
10:15:16 OF PUBLIC ACCOMMODATION AND ADA IMPROVEMENTS INCLUDING AN
10:15:21 ELEVATOR WOULD STILL NEED TO BE MADE.
10:15:22 IT'S NOT JUST GOVERNMENT THAT'S SUBJECT TO THE ADA, BUT
10:15:25 RESTAURANTS, ENTERTAINMENT COMPLEXES, AND RECREATIONAL
10:15:27 FACILITIES OPERATED BY NONPROFITS WOULD ALSO BE AS WELL.
10:15:31 >>Mayor McLain: THANK YOU.
10:15:36 >>Rafael Lopez: I WAS GIVEN THE OPPORTUNITY TO TOUR THE LOT
10:15:41 AND THE HOUSE.
10:15:43 TO BE FAIR, I DIDN'T SEE THE INSIDE OF THE HOUSE, BUT I DID
10:15:47 SEE THE OUTSIDE.

10:15:47 AND FOR PERSONAL REASONS, THE HOUSE KIND OF STRUCK AS VERY
10:15:52 ROMANTIC.
10:15:53 I KNOW IT DOESN'T HAVE ANY HISTORICAL VALUE, BUT IT DOES
10:15:57 HAVE A LOOK TO IT THAT MATCHES WHAT THE VILLAGE OF ESTERO'S
10:16:01 VISION IS.
10:16:03 AGAIN, ASIDE ALL THE COSTS AND EVERYTHING, I KIND OF AGREE
10:16:07 WITH LARRY, COULD WE STALL THIS AND BRING IT BACK AFTER THE
10:16:14 ESTERO FOREVER FOUNDATION HAS DONE RESEARCH AND UNDER

10:16:19 REPORTS.
10:16:20 BUT I DO KNOW AT THIS POINT TO STOP IT FROM DETERIORATING
10:16:24 MORE, WE WOULD AT LEAST HAVE TO PUT A TARP OVER THE ROOF OR
10:16:27 SOMETHING TO STOP THE DETERIORATION OF THE HOUSE AS IT
10:16:30 STANDS NOW.
10:16:31 THAT'S ALL I WANTED TO SAY AT THIS POINT.
10:16:35 >>Mayor McLain: THANK YOU.
10:16:35 I APPRECIATE ALL THE COMMENTS.
10:16:42 >>Jim Ward: I ALSO TOOK A TOUR OF THE PROPERTY AND WAS GIVEN
10:16:45 AN OVERVIEW OF WHAT THE PROPOSAL COULD POSSIBLY BE IN TERMS
10:16:48 OF TRYING TO RENOVATE THE PROPERTY.
10:16:52 IT STARTED WITH THE ESTERO VILLAGE PUTTING A ROOF ON THE
10:16:56 BUILDING, WHICH, OBVIOUSLY, WOULD BE SUBSTANTIAL COST TO THE
10:16:58 VILLAGE AND TO RALPH'S POINT, WE NEED TO STOP THE
10:17:04 DETERIORATION OF THE BUILDING WITHIN THE BUILDING, BUT IT
10:17:08 JUST STRIKES ME THAT WE WOULD BE PUTTING MONEY INTO A NEW
10:17:12 ROOF BEFORE WE KNEW WHAT THE MONEY THAT COULD BE RAISED TO

10:17:19 DO THE RENOVATION OF THE INTERIOR.
10:17:21 I'D LIKE TO SEE WHATEVER PROPOSAL COMES BEFORE US BE FUNDED
10:17:29 WITH DOING THE RENOVATION OF THE INTERIOR BEFORE WE GO TO
10:17:32 THE EXPENSE OF PUTTING A ROOF ON IT.
10:17:38 >>George Zalucki: THANK YOU, MR. MAYOR.
10:17:39 I AGREE EXACTLY WITH COUNCILMEMBER WARD, WHAT YOU SAID.
10:17:42 THAT WAS MY THOUGHT.
10:17:43 I'M OKAY WITH DEFERRING THIS IF THERE'S NO LARGE COST TO THE
10:17:49 VILLAGE, MEANING PUTTING A ROOF ON A FACILITY THAT WE MAY
10:17:52 VERY WELL DEMOLISH IN THE END OF THIS.
10:17:55 SO I WOULD BE IN FAVOR OF SOME MORE EXPLORATION.
10:17:58 LET THE EFF GO ABOUT THEIR BUSINESS AND BRINGING BACK SOME

10:18:02 BIDS.
10:18:02 ONE OF THE QUESTIONS I HAVE IS REGARDING THE ASBESTOS
10:18:07 MITIGATION.
10:18:07 HAS THAT BEEN COMPLETED?
10:18:10 SAFETY IS PART OF MY CONCERN AS WELL.
10:18:12 >>Steven Sarkozy: WE HAVE NOT PERFORMED THAT, NO.
10:18:17 >>George Zalucki: IF IT'S UNDISTURBED, WOULD IT BE BEST TO
10:18:20 LEAVE THAT THE WAY IT IS UNTIL THERE IS A FINAL DECISION
10:18:22 MADE?
10:18:24 >>Steven Sarkozy: YEAH, ANYTIME YOU MESS WITH THE FLOOR ON
10:18:26 AN OLDER BUILDING, TYPICALLY YOU HAVE ASBESTOS.
10:18:31 AGAIN, WE HAVEN'T CHECKED THAT OUT.
10:18:33 >>George Zalucki: GOOD ENOUGH.

10:18:34 FROM MY PERSPECTIVE, AS LONG AS WE'RE NOT INVESTING TAXPAYER
10:18:37 DOLLARS INTO A FACILITY THAT MAY BE DEMOLISHED, I WOULD BE
10:18:42 IN FAVOR OF POSTPONING.
10:18:43 THERE'S ONE THING THAT I DON'T THINK ANY OF US CAN CHANGE
10:18:46 AND THIS IS TO BE CONSIDERED, I'M SURE THE EFF HAS THOUGHT
10:18:50 ABOUT THIS, IS THE RISING TIDES.
10:18:53 KNOW WHAT HAPPENED THROUGH IAN.
10:18:55 IT'S MY UNDERSTANDING THAT HOUSE HAS FLOODED AT LEAST THREE
10:18:58 DIFFERENT TIMES.
10:18:59 THINKING FORWARD, WHO IS GOING TO HAVE OWNERSHIP OF THIS
10:19:01 BUILDING AND HOW ARE YOU GOING TO MANAGE THROUGH THAT
10:19:05 POSSIBILITY IN THE FUTURE?
10:19:07 IT'S NOT A MATTER OF IF.
10:19:09 IT'S A MATTER OF WHEN.
10:19:10 I THINK WE NEED TO REALLY THINK ABOUT THAT, BE MINDFUL OF
10:19:13 THAT AS WE EXPLORE THESE DIFFERENT OPTIONS AS WELL.

10:19:20 >>Larry Fiesel: MR. MAYOR, I JUST WANT TO BE CLEAR ON WHAT I
10:19:24 WAS AIMING FOR.
10:19:25 THE ROOF IS THE MAJOR ISSUE AT THIS POINT TO DRY THE HOUSE
10:19:29 IN.
10:19:29 BUT I WASN'T SUGGESTING THAT WE WOULD DO ANYTHING TO PUT A
10:19:32 NEW ROOF ON UNTIL THE ENTIRETY OF THE COMPLETE PACKAGE CAME
10:19:38 TOGETHER.
10:19:38 WE JUST KNOW THAT THE ROOF QUOTE IS GOING TO BE COMING
10:19:41 FORWARD SO WE'LL HAVE AN IDEA OF WHAT THAT COST IS GOING TO

10:19:44 BE.
10:19:45 BUT NOTHING WOULD BE SPENT ON THIS HOME UNTIL WE KNEW WHAT
10:19:51 THE TOTAL PACKAGE WAS GOING TO ENCOMPASS.
10:19:55 FLOODGATE, FOR EXAMPLE, COULD BE A PART OF THAT VISION.
10:19:59 THE ADA COMPLIANCE, ELEVATORS, ALL OF THAT COME TOGETHER TO
10:20:04 KNOW WHAT THE TOTAL END GAME IS GOING TO BE.
10:20:08 IT'S NOT COSTING THE VILLAGE ANYTHING TO SIT THERE AS IT IS
10:20:11 RIGHT NOW.
10:20:11 SO I THINK IF WE COULD DELAY IT UNTIL WE KNOW WHAT THOSE
10:20:14 COSTS ARE.
10:20:15 IF THOSE COSTS THEN COME IN AT A LEVEL THAT'S WAY BEYOND
10:20:19 ANYTHING THAT THE EFF CAN BRING FORWARD FUNDING-WISE, THEN
10:20:23 WE GO BACK TO THE DEMOLITION.
10:20:24 BUT I THINK WE GIVE IT A CHANCE TO SEE WHAT THAT COST IS
10:20:27 GOING TO BE WITHOUT SPENDING ANY MONEY IN THE PROCESS.
10:20:31 >>Mayor McLain: WHEN I STARTED THE MEETING, I SAID, ISN'T IT
10:20:34 GREAT TO BE LIVING IN PARADISE.
10:20:36 ONE OF THE PROBLEMS IN FLORIDA AND LIVING IN PARADISE IS OUR
10:20:40 CLIMATE.
10:20:41 AND IN MY PAST EXPERIENCE IN REAL ESTATE, I RAN INTO

10:20:46 NUMEROUS HOMES, ONE PARTICULARLY ABOUT A 4,000-SQUARE-FOOT
10:20:51 HOME THAT HAD MOLD IN IT.
10:20:53 SO THE REMEDIATION OF THAT WAS VERY, VERY EXPENSIVE.
10:20:58 ANYTHING WITHIN THE HOUSE THAT HAD FABRICS, LEATHER,
10:21:02 WHATEVER, BASICALLY HAD TO BE THROWN OUT.

10:21:04 AND THE COST WAS ABOUT $35,000.
10:21:07 NOW, IT'S EASY TO THINK -- SO WHAT I'M BRINGING THIS UP FOR
10:21:12 IS IT SOUNDS LIKE COUNCIL IS THINKING -- AND WE'LL MAKE A
10:21:15 MOTION AND GO ON IT -- BUT IF WE TAKE A REPRIEVE ON
10:21:18 DEMOLITION, I WANT TO MAKE SURE THAT THE ESTERO FOREVER
10:21:23 FOUNDATION REALLY UNDERSTANDS THE FULL COST OF THE PROJECT.
10:21:27 PUTTING A ROOF ON, CORRECTING THE MOLD IS IN THE HUNDREDS OF
10:21:32 THOUSANDS OF DOLLARS IN MY MIND WITH THE ROOF AND THE
10:21:35 HURRICANE IAN THAT WE'VE JUST EXPERIENCED AND THE LIKE.
10:21:40 THERE'S AN ONGOING COST.
10:21:42 IF YOU REMEDIATE MOLD, WHAT'S THE NEXT THING YOU HAVE TO DO?
10:21:46 YOU HAVE TO AIR-CONDITION THE HOUSE.
10:21:49 IT HAS TO BE EFFICIENT AIR CONDITIONING, AND THEN YOU HAVE
10:21:52 AN ONGOING COST AND NEW AIR CONDITIONING, NEW DUCTWORK
10:21:56 PROBABLY BECAUSE IT'S BEEN POLLUTED.
10:21:57 SO I WANT TO MAKE SURE THAT WHOEVER IS GOING TO PUT TOGETHER
10:22:01 THE BUDGETING FOR THIS IDENTIFY ALL THE COST WITH A BUDGET
10:22:04 SO THAT WE CAN TAKE A LOOK AT THAT.
10:22:10 I JUST ASK, YOU KNOW, WE WANT TO MAKE SURE IT'S AS -- YOU
10:22:15 KNOW, WE DON'T HAVE CONTROL OF THE ESTERO FOREVER FOUNDATION
10:22:18 EXPENDITURES LINE THAT THEY WANT, BUT WE NEED TO BALANCE
10:22:22 OTHER PRIORITIES ALSO AGAINST THIS.
10:22:25 AND I THINK THIS HOUSE, IT'S A VERY ATTRACTIVE HOUSE.
10:22:29 I'VE SEEN PICTURES OF IT.

10:22:31 I THINK THE GROUNDS AROUND IT DEFINITELY NEED TO BE

10:22:34 PRESERVED.
10:22:34 IT'S A BEAUTIFUL PIECE OF PROPERTY.
10:22:38 WOULD THE PROPERTY BE OVERLY DISFRANCHISED BY DEMOLISHING
10:22:43 THE HOUSE?
10:22:44 PROBABLY NOT.
10:22:45 WE CAN PROBABLY DO SOMETHING ELSE WHERE IT WOULD BE REALLY
10:22:47 VERY ATTRACTIVE.
10:22:48 I THINK WHERE I AM ON THIS, WE AS COUNCIL AND I GUESS IN
10:22:54 FEBRUARY, MAYBE WE RUSH FORWARD QUICKLY.
10:22:58 IT'S NOT GOING TO MAKE A HUGE DIFFERENCE IN THIS HOUSE, I
10:23:02 DON'T THINK, IN THE CONDITION IT'S IN RIGHT NOW, IF WE
10:23:04 DECIDE TO DELAY.
10:23:06 BUT I DO THINK THAT WE NEED TO PUT A TIMETABLE ON THAT, THAT
10:23:10 WE SHOULDN'T LET THIS GO ON FOR MORE THAN WHAT WOULD BE
10:23:14 REASONABLE, 30 OR 45 DAYS.
10:23:16 MAYBE WE DO IT RIGHT AFTER WE GET BACK FROM SUMMER BREAK, IF
10:23:19 WE AGREE ON THAT.
10:23:20 IF ANYBODY WANTS TO MAKE A MOTION, WE SHOULD INCLUDE A
10:23:23 TIMETABLE ON THAT ALSO.
10:23:25 ON THE OTHER SIDE, THE VILLAGE OF ESTERO WOULD LIKE TO HAVE
10:23:30 AN AREA OF THIS MAGNITUDE THAT HAS THE BEAUTY THAT THIS HAS.
10:23:37 YOU KNOW, IT COULD BE GREAT FOR WEDDINGS AND A VARIETY OF
10:23:41 MEETINGS AND ALL THAT.
10:23:42 WE DO HAVE A SECOND OPTION THAT'S NOT AVAILABLE TO US
10:23:46 DIRECTLY, BUT THROUGH THE STATE PARK AT SOME FUTURE DATE,

10:23:50 PEOPLE ARE FAMILIAR -- WHAT IS IT?
10:23:55 THAT'S A BEAUTIFUL HOUSE IN GOOD CONDITION.

10:24:01 SIMILAR TYPE, OR MAYBE EVEN BETTER ARCHITECTURE, BUT SIMILAR
10:24:07 USES COULD BE HAD IN THAT LOCATION.
10:24:10 IT'S NOT LIKE IF WE TEAR THIS DOWN, OOPS, WE DON'T HAVE ANY
10:24:14 OPTIONS.
10:24:15 SO THERE ARE SOME OPTIONS.
10:24:16 AT THIS POINT, I THINK WE'VE HAD ENOUGH DISCUSSION.
10:24:18 YES.
10:24:20 >>Lori Fayhee: I THINK THIS PROPERTY IS BEAUTIFUL.
10:24:24 I'VE BEEN VERY TORN ON THIS.
10:24:26 BUT NOW, STEVE, WE HAVE A WHOLE OTHER VISION THERE FOR THE
10:24:33 PROPERTY.
10:24:34 WHAT'S THE TIMETABLE ON THAT?
10:24:36 IF WE PUT OFF DEMOLITION, IS THAT GOING TO PUT THIS PROJECT
10:24:41 -- WILL IT DELAY IT MORE?
10:24:43 >>Steven Sarkozy: NO.
10:24:44 WE'VE GOT TIME.
10:24:48 THE MOST IMPORTANT THING WE DID IN THAT AREA WAS BUY THE
10:24:51 PROPERTY AND PRESERVE IT.
10:24:53 AND THAT'S BEEN AN ONGOING EFFORT BY THE VILLAGE COUNCIL FOR
10:24:57 FIVE OR SIX YEARS TO ACTUALLY PURCHASE, PAY OFF THE DEBT,
10:25:03 AND THEN REZONE THAT AREA AS A PARK AND A PRESERVE.
10:25:07 SO THAT'S THE LEGACY AND MOVING FORWARD, FRANKLY, WE'VE GOT
10:25:14 TO COME UP WITH A COMPLETE DESIGN AND VISION FOR BOTH THE

10:25:20 SOUTH AND THE NORTH SIDE OF THE RIVER.
10:25:23 POSTPONEMENT HERE IS NOT A PROBLEM.
10:25:31 >>Lori Fayhee: THANK YOU.
10:25:31 AS FAR AS I'M CONCERNED, IF WE HAVE A TIME CERTAIN, THEN I
10:25:36 WOULD BE AGREEABLE WITH THIS, TOO.
10:25:39 >>George Zalucki: MR. MAYOR, IF I COULD ADD ONE MORE DETAIL.

10:25:41 IF WE GO FORWARD WITH THIS, I SUGGEST THE BIDS THAT COME IN
10:25:46 THAT THE EFF WORK WITH THE VILLAGE SO WE HAVE A LOT OF
10:25:49 TRANSPARENCY ON THE DETAIL OF THE ENHANCEMENT.
10:25:50 BECAUSE AT THE END OF THE DAY, THIS IS GOING TO BE A
10:25:53 VILLAGE-OWNED PROPERTY, PROBABLY SUPPORTED BY AND MANAGED,
10:25:57 PERHAPS, BY THE EFF.
10:25:59 BUT I THINK IT'S IMPORTANT THAT THE VILLAGE HAVE A STAKE IN
10:26:02 MAKING SURE THAT THOSE UPGRADES ARE COMPLIANT AND AGREEABLE.
10:26:06 DOES THAT MAKE SENSE?
10:26:10 >>Mayor McLain: IT DOES.
10:26:11 MY ONLY CONCERN I HAVE WITH THAT IS OUR VILLAGE STAFF IS
10:26:15 STRETCHED IN SO MANY AREAS THESE DAYS, WHAT I WOULD LIKE TO
10:26:19 SEE IS A BUDGET, IT COULD BE OBVIOUSLY A DRAFT BUDGET.
10:26:22 LET THEM GO THROUGH THE WORK.
10:26:25 WHAT ARE THE ITEMS THAT NEED TO BE REPAIRED?
10:26:27 WHAT IS THE BEST ESTIMATE FOR THOSE COSTS AND LOOK AT THAT
10:26:30 NUMBER AND SAY, AND BRING THAT BACK TO COUNCIL AND SAY,
10:26:33 HERE'S WHAT IT LOOKS LIKE.
10:26:34 WHO IS GOING TO FUND IT?

10:26:37 WHO WILL FUND ALL OF THESE THINGS NOT ONLY FOR THE REPAIR,
10:26:41 BUT THEN WHAT'S THE ESTIMATED COST GOING TO BE TO MAINTAIN
10:26:45 WHAT WE'RE REPAIRING?
10:26:47 AND I THINK THAT CAN BE DONE AS AN INDEPENDENT EFFORT BY THE
10:26:50 ESTERO FOREVER FOUNDATION AND NOT BURDEN STAFF AT THIS POINT
10:26:54 BECAUSE, AS YOU KNOW, WE HAVE THE RESILIENCY EFFORT GOING ON
10:26:56 AND ALL THE TASK FORCES, THE SEPTIC TO SEWERS, OUR PARKS,
10:27:01 AND THERE'S A LOT ON OUR AGENDA.
10:27:04 SO IT'S GREAT TO HAVE THE ESTERO FOREVER FOUNDATION TO HELP
10:27:07 SHOULDER SOME OF THIS WORK AND BRING IT BACK TO US AND THEN

10:27:11 WE CAN HAVE A COMMONALITY ON HOW WE MOVE FORWARD ON THIS.
10:27:17 >>George Zalucki: I TOTALLY AGREE WITH THE EFF TAKING THE
10:27:19 LEAD.
10:27:19 WHAT I'M ASKING FOR, SUGGESTING IS THAT WHAT THEIR FINDINGS
10:27:23 ARE, THE QUOTES THEY GET, COME BACK AND MAYBE NOT JUST TO
10:27:27 COUNCIL, I THINK EVENTUALLY IT GETS TO US, BUT PERHAPS TO
10:27:29 DAVID AND MARY SO THEY PUT EYES ON IT SO THEY UNDERSTAND
10:27:33 THAT THAT BID BASICALLY CHECKS ALL THE BOXES RELATIVE TO THE
10:27:37 PROPERTY.
10:27:37 I'M NOT SAYING UTILIZE AN EXTRAORDINARY AMOUNT OF MANPOWER
10:27:42 WITH THIS.
10:27:42 BEFORE IT COMES TO COUNCIL, HAVE THE PROFESSIONALS TAKE A
10:27:44 LOOK AT IT ON BEHALF OF THE VILLAGE SO WE KNOW EXACTLY WHAT
10:27:47 WE'RE LOOKING AT WHEN IT DOES COME BACK.
10:27:48 THAT'S MY SUGGESTION.

10:27:49 >>Mayor McLain: YES.
10:27:52 >>Robert Eschenfelder: MAYOR AND COUNCIL, JUST FOR MY TWO
10:27:55 CENTS TO BE A LAWYER, SO COUNCIL IS ON RECORD AS MAKING A
10:28:02 FINDING THAT THE STRUCTURE IS STRUCTURALLY UNSOUND AND THAT
10:28:05 IT PRESENTS A POTENTIAL OF DANGER TO OTHERS.
10:28:09 ONE THING THAT I WOULD ASK AND PROBABLY MORE IN TERMS OF THE
10:28:14 MANAGER AND OUR ADMINISTRATIVE OVERSIGHT OF THE PROPERTY IS
10:28:18 THAT ANYONE WHO DOES GO ON THE PROPERTY NEEDS TO BE
10:28:23 APPROPRIATELY ESCORTED BY SOMEONE FROM THE VILLAGE OR
10:28:27 WHATNOT.
10:28:27 I'M A LITTLE CONCERNED ABOUT HAVING PRIVATE PEOPLE GO OUT
10:28:31 THERE, WALKING AROUND A STRUCTURE THAT WE HAVE FOUND TO BE
10:28:34 STRUCTURALLY UNSOUND.
10:28:36 AND THE OTHER POINT I THINK IT'S HELPFUL BECAUSE IT SOUNDS

10:28:40 LIKE YOU ALL ARE TRYING TO COME TO WHAT IS THE BEST THING TO
10:28:43 DO, IS TO MAKE SURE THAT EVERYBODY HAS THE RIGHT QUALIFIED
10:28:49 INFORMATION.
10:28:50 I THINK IT'S KIND OF GOING ALONG COUNCILMEMBER ZALUCKI'S
10:28:55 COMMENT.
10:28:56 IT'S NOT JUST GOING TO A CONSTRUCTION CONTRACTOR AND SAYING,
10:29:00 WHAT WOULD YOU CHARGE TO FIX THIS ROOF?
10:29:02 IT IS, THEY REALLY NEED TO GET AN ENGINEER TO GO OUT THERE
10:29:07 AND DO WHAT THE ENGINEER DOES BEST WHICH IS TO ASSESS, YOU
10:29:11 KNOW, ARE THE STRUCTURAL MEMBERS SALVAGEABLE BECAUSE THAT'S
10:29:15 WHAT THE CONTRACTOR THEN USES TO BUILD THE ESTIMATE.

10:29:18 IF YOU JUST SEND THE CONTRACTOR IN, THEY ARE NOT GOING TO BE
10:29:21 QUALIFIED TO REALLY ADJUDICATE THE TIMBERS AND SO FORTH.
10:29:25 I'M JUST TRYING TO PROJECT AHEAD TO MAKE SURE THAT WHENEVER
10:29:29 THEY COME FORWARD WITH WHATEVER THEY COME FORWARD, IT'S
10:29:32 SOMETHING THAT I DON'T HAVE TO SIT THERE AT THAT TIME AND
10:29:34 SAY, WELL, THIS ISN'T REALLY WORTH ANYTHING BECAUSE THE
10:29:38 ENGINEER HASN'T LOOKED AT IT.
10:29:39 I'M PUTTING IT OUT THERE NOW SO AS THEY DO THE WORK TO BRING
10:29:43 BACK TO THE VILLAGE, THAT THEY HAVE GIVEN THE VILLAGE WHAT
10:29:45 IT REALLY NEEDS TO HAVE TO ASSESS.
10:29:49 >>Mayor McLain: BASED ON THAT AND THE HAZARDS OF GOING INTO
10:29:52 THE HOUSE AND PROBABLY EVEN UP ON THE ROOF WITH WHATEVER,
10:29:56 STEVE, DO YOU HAVE THE LOCK AND THE KEY FOR THAT?
10:30:02 THAT HOUSE SHOULD NOT BE JUST OPEN FOR ANYONE.
10:30:05 NEED TO GO THROUGH YOU.
10:30:06 IF I REMEMBER IN DISCUSSIONS WITH YOU ON THIS, THE CURRENT
10:30:11 WARNING IS THAT IF YOU SPEND MORE THAN TEN MINUTES IN THAT
10:30:14 HOUSE, YOU'RE JEOPARDIZING YOUR HEALTH WITHOUT HAVING A

10:30:18 HAZMAT SUIT AND THE LIKE ON.
10:30:20 I DO THINK THAT'S PART OF IT.
10:30:21 BUT THE OTHER PART IS WITH ALL THE STEPS AND ALL THAT,
10:30:25 THERE'S SOME LIABILITY FOR PEOPLE TRIPPING. SO WE NEED TO
10:30:28 MAKE SURE WHOEVER GOES INTO THE HOUSE HAS THE PROPER
10:30:32 WARNINGS AND -- I'M NOT SURE HOW WE MANAGE THAT.
10:30:37 I'LL PASS THAT ON TO YOU WITHOUT OVERBURDENING YOU ON THIS

10:30:41 EFFORT.
10:30:41 SO I THINK AT THIS POINT, WE'VE HAD SOME ACTIVE DISCUSSION
10:30:47 ON THIS.
10:30:47 I THINK WE'LL TAKE PUBLIC COMMENTS ON THIS ITEM.
10:30:51 MADAM CLERK, DO WE HAVE PUBLIC COMMENTS?
10:30:55 >>Tammy Duran: YES.
10:30:55 JIM BOESCH IS FIRST.
10:31:10 >> I WOULD JUST LIKE TO BRING TO MIND THE OLD ADAGE, THERE
10:31:13 ARE TWO SIDES TO EVERY STORY.
10:31:15 I WANT YOU TO KEEP THAT IN MIND.
10:31:19 ALL OF YOU HAVE SEEN IT.
10:31:21 ALL OF YOU KNOW WHAT IT LOOKS LIKE.
10:31:23 IT'S RIGHT UP THERE.
10:31:25 I'M TELLING YOU IF YOU TAKE DOWN THAT HOUSE, YOU'RE GOING TO
10:31:28 HAVE A REVOLUTION IN THE VILLAGE OF ESTERO.
10:31:33 THE PEOPLE ARE NOT GOING TO LIKE IT.
10:31:37 THEY SEE THIS HOUSE.
10:31:38 I'M HERE WITH -- NEWLY ELECTED MEMBER OF THE, CHAIRPERSON OF
10:31:45 THE ESTERO FOREVER FOUNDATION.
10:31:47 I'M HERE WITH JOHN QUINN, THE PRESIDENT AND A FRIEND OF
10:31:52 OURS, JOHN RYAN.
10:31:54 AID WHOLE THING PREPARED, BUT I THINK I SHOULD SPEND MY TIME

10:32:01 DISPELLING SOME OF THIS EXAGGERATED HOUSE THAT A PERSON HAS
10:32:08 LIVED IN FOR 50 YEARS THAT'S ABOUT TO CRUMBLE TODAY.
10:32:12 I THINK WE OUGHT TO TAKE A DIFFERENT SITUATIONAL LOOK.

10:32:19 ALSO, IN YOUR PARTICULAR -- BOB, IN YOUR PARTICULAR
10:32:24 COMMENTS, ARE YOU AWARE THAT WE'RE MAKING A PARK THERE?
10:32:26 ARE YOU AWARE THAT THE YMCA IS THERE ALL THE TIME.
10:32:32 AND THERE ARE A LOT OF PEOPLE WALKING THAT PROPERTY.
10:32:34 I DON'T KNOW IF ANYBODY IS THERE TO GUIDE THEM OR BE THERE,
10:32:39 KIDS FOR CAMPS AROUND THERE.
10:32:40 SO I THINK THE CONCEPT OF BUILDING A PARK IS GOING TO ALLOW
10:32:46 -- IT WILL REQUIRE MANY PEOPLE TO WALK IN PLACE IN ORDER TO
10:32:53 THE PATHS THAT HAVE TO BE DONE, REBUILD THE WHOLE PARK.
10:32:57 WE'RE TALKING ABOUT MAKING A NEW PARK, A NEW SANCTUARY.
10:33:04 THERE'S SO MUCH AREA THAT HAS TO BE UNCOVERED AND
10:33:06 DISCOVERED, AND IT'S NOT GOING TO BE THE EFF.
10:33:11 IT'S GOING TO BE THE COUNCIL PEOPLE THAT ARE GOING TO BE IN
10:33:13 CHARGE OF WHAT GOES ON IN THAT PARK.
10:33:18 IT WILL BE IMPORTANT TO POINT OUT TO YOU THAT YOU ARE GOING
10:33:21 TO HAVE TO HAVE ITEMS AS PEOPLE WALK IN THE PARK, IF THEY
10:33:25 ARE GOING TO PAY, THEY ARE GOING TO HAVE TO SEE DIFFERENT
10:33:28 ITEMS OF THE PARK IN ORDER TO PAY.
10:33:33 IT IS NOT OUR RESPONSIBILITY ONCE THE PARK IS DONE OF
10:33:39 PROVIDING FUNDS FOR PAYMENTS.
10:33:43 IT'S OUR RESPONSIBILITY AS THE CHARGE THAT THE VILLAGE
10:33:49 MANAGER GAVE YOU, THAT WE ARE DIRECTING THAT PARK TO BE A
10:33:56 SELF-SUSTAINING PARK.
10:33:57 SO WE'LL HAVE TO FIND A LOT OF DIFFERENT WAYS THAT WE'RE
10:34:01 GOING TO RAISE MONEY IN THE PARK FOR IT TO BE

10:34:04 SELF-SUSTAINING.
10:34:05 JUST LIKE WE DO OVER AT THE DRIVING RANGE.
10:34:08 SO THIS IS NOT GOING TO BE ALL ON THE SHOULDERS OF EFF.
10:34:14 WE ALL HAVE TO FIND WAYS THAT WE DIRECT OURSELVES TO RAISING
10:34:19 THE FUNDS IN ORDER TO SUSTAIN PROBABLY NOT JUST THE PARK,
10:34:22 BUT PROBABLY LOOKING DOWN THE ROAD AT KORESHAN PARK AS WELL.
10:34:28 SO I THINK THE BEST THING TO DO, OF COURSE, WE WOULD GO
10:34:33 AHEAD WITH ANYTHING UNTIL WE FIND OUT WHAT, FIRST OF ALL, I
10:34:38 WOULD SUGGEST, AND I KNOW MY TIME IS UP, BUT I WOULD SUGGEST
10:34:42 IT'S IMPORTANT FOR YOU TO UNDERSTAND WE NEED A PLAN.
10:34:46 WE'RE TALKING ABOUT SOMETHING THAT'S ALL TALK.
10:34:49 WE NEED TO GET OUR PARK DESIGNER AND I UNDERSTAND HE PASSED
10:34:55 AWAY.
10:34:55 WE NEED TO GET A NEW PARK DESIGNER TO MAKE A PLAN TO KNOW
10:34:59 WHAT WE'RE TALKING ABOUT.
10:35:00 WE CAN'T EVEN TELL YOU WHAT.
10:35:04 WE HAVE IDEAS THAT ARE GOING ON, BUT WE HAVE NO PLAN TO GO
10:35:08 FORWARD WITH THIS THING.
10:35:09 THIS IS JUST THE BEGINNING.
10:35:11 WE'VE ONLY BEEN IN THERE AND MAYBE A MONTH AND A HALF JUST
10:35:14 TO LOOK AROUND AND SEE WHAT'S GOING ON.
10:35:17 RIGHT NOW, THEY GOT MAJOR, MAJOR INVASIVE PLANTS BEING TAKEN
10:35:23 AWAY IN THERE.
10:35:23 AND I DON'T KNOW IF ANYBODY IS GOING THERE.
10:35:27 SOME OF THE STUFF IS KIND OF ROUGH AND SHODDY, BUT WE ARE

10:35:31 NOT RESPONSIBLE FOR THAT.
10:35:34 SO I THINK IT ALL BEGINS WITH A WORKSHOP SESSION WHERE WE
10:35:39 TALK ABOUT INITIATING A PLAN.
10:35:44 ANY BUILDING OR PERSON LIVE IN FOR 50 YEARS SAY IT'S NOT

10:35:49 STRUCTURALLY SOUND.
10:35:50 WOULD HAVE FALLEN IN ALL DURING THAT TIME.
10:35:54 SO OUR PLANS WOULD BE, FIRST OF ALL, TO DO MOLD AND BUG
10:36:00 REMEDIATION TO MAKE SURE --
10:36:02 >>Mayor McLain: JIM, I THINK WE'RE IN AGREEMENT WITH THE
10:36:06 DEVELOPMENT OF THE PLAN.
10:36:08 >> I SUGGEST YOU SCHEDULE A WORKSHOP SESSION AND TALK ABOUT
10:36:10 THIS FURTHER WHERE WE CAN GET INTO DETAILS.
10:36:12 >>Mayor McLain: THANK YOU, JIM.
10:36:13 DO WE HAVE ANY OTHER SPEAKERS?
10:36:16 >>Tammy Duran: JOHN QUINN.
10:36:18 >>Mayor McLain: OKAY, JOHN.
10:36:19 SHE HAS A CARD.
10:36:32 OKAY.
10:36:38 >> HI.
10:36:39 I'M MARLENE RODAK.
10:36:41 I'M SPEAKING AS A REPRESENTATIVE FROM MEADOWBROOK IN ESTERO
10:36:47 AND ALSO FROM THE RIVER OAKS PRESERVE PERSPECTIVE.
10:36:50 RIVER OAKS PRESERVE IS OWNED BY THE VILLAGE OF ESTERO, AND
10:36:56 IT'S MANAGED BY THE COCCOLOBA CHAPTER OF THE FLORIDA NATIVE
10:37:01 PLANT SOCIETY.

10:37:02 I WAS AMBIVALENT ABOUT THE DAURAY HOUSE BEING DESTROYED
10:37:07 UNTIL I WALKED THROUGH IT WITH THESE TWO GENTLEMEN.
10:37:10 THE BIGGEST ISSUE BESIDES THE ROOF IS THE OLD CARPET WHICH I
10:37:16 WILL PERSONALLY REMOVE AND THROW AWAY.
10:37:19 THE CARPET APPEARS TO BE OVER HARD WOOD FLOORS AND SEEMS TO
10:37:23 BE AT LEAST SOME CONCRETE WALLS, AND I JUST WANT TO THROW
10:37:27 THAT OUT THERE.
10:37:28 ONCE THE CARPET COMES OUT, THEN WE CAN BEGIN DISINFECTING

10:37:32 AND REPAINTING WITH MUCH OF THE WORK DONE BY VOLUNTEERS.
10:37:35 SO WHAT DO YOU DO WITH A PLACE LIKE THIS?
10:37:38 I'M GOING TO TELL YOU A STORY.
10:37:43 ON MONDAY, I CALLED THE VILLAGE.
10:37:45 CARLA ANSWERED, AND I ASKED HER IF I COULD SEND ABOUT A
10:37:50 40-PAGE FAX FOR AN ESTERO RESIDENT WHO WAS AFFECTED BY
10:37:54 HURRICANE IAN.
10:37:55 SHE SAID NO.
10:37:57 SHE SAID CAROL WAS AT A CONFERENCE AND DIDN'T KNOW IF ANYONE
10:38:01 ELSE COULD DO IT.
10:38:03 BUT THEN CARLA CALLED ME BACK AND SAID THE DEPUTY CLERK
10:38:07 COULD DO IT.
10:38:08 SO LET'S GET OVER TO BOBBY.
10:38:11 BOBBY WORKS SECURITY AT ONE OF THE -- AT ONE OF ESTERO'S
10:38:16 GATED COMMUNITIES WHERE A VERY GOOD FRIEND OF MINE OWNS A
10:38:19 HOME.
10:38:19 BOBBY IS A NICE PERSON.

10:38:21 SINCE HURRICANE IAN, I KNEW BOBBY'S MANUFACTURED HOME IN
10:38:26 JAMAICA BAY WAS SEVERELY DAMAGED.
10:38:29 ABOUT A MONTH AGO SHE AND HER TWO CATS WERE LIVING IN A MOLD
10:38:33 AND MILDEW INFESTED HOME WITH HOLES IN THE CEILING, BUT IT
10:38:36 FINALLY HAD A NEW ROOF.
10:38:38 BOBBY WAS SICK.
10:38:40 THE MOLD IN HER BLOODSTREAM AND HER CATS WERE INFESTED WITH
10:38:44 GNATS, THE MOLD WAS IN HER BLOOM STREAM AND HER CATS WERE
10:38:48 INFESTED WITH GNATS AND WERE SICK, TOO.
10:38:51 I'M MANAGING SOME CONSTRUCTION ON MY FRIEND'S HOME AS SHE
10:38:56 BEGINS MOVING TO ESTERO PERMANENTLY.
10:39:00 DESPITE THE REMODELING GOING ON, BOBBY JUMPED AT THE

10:39:03 OPPORTUNITY TO LIVE IN A SAFE HOUSE.
10:39:05 THE FLOORS WERE STRIPPED TO THE CONCRETE AND THE PLACE WAS
10:39:07 BEING COMPLETELY REPAINTED.
10:39:09 HOWEVER THE AIR WAS GOOD AND BOBBY COULD SAFELY BREATHE
10:39:13 THERE.
10:39:13 SHE'S BEEN LIVING ON AN INFLATABLE MATTRESS WITH MINIMAL
10:39:18 FURNISHINGS.
10:39:19 SHE'S HEAVILY MEDICATED WITH STEROIDS AND ANTI-WHATEVER THAT
10:39:24 MAKE HER LOOPY.
10:39:25 THE LOOPINESS CAUSED HER TO FALL AND BREAK HER HAND.
10:39:29 AS BOBBY WORRIES ABOUT THE MONEY TO REBUILD AND GETTING
10:39:32 HERSELF IN -- SHE WADES THROUGH FEMA PAPERWORK.
10:39:35 THAT PAPERWORK NEEDS TO BE FAXED IN.

10:39:38 ALL 40 OR SO PAGES OF IT FOR BOBBY TO GET PAID SO SHE CAN
10:39:42 CONTINUE CONSTRUCTION ON HER HOUSE.
10:39:45 WHO FAXES STUFF ANYMORE?
10:39:47 THE LIBRARY DOESN'T.
10:39:50 WHAT DOES THE COST TO SEND A FAX?
10:39:52 AS BEST AS I CAN TELL, IT WOULD HAVE COST HER ABOUT A
10:39:56 HUNDRED DOLLARS TO FAX THAT DOCUMENT FROM THE FEDEX STORE.
10:40:01 THE SIMPLE GESTURE OF FAXING A FEMA DOCUMENT FOR THE
10:40:05 HURRICANE VICTIM AND FOR ESTERO WORKER IS HUGE, DESPITE
10:40:09 BEING BROKEN AND BROKEN DOWN, BOBBY WAS SO THANKFUL FOR THIS
10:40:13 EXTREME KIND GESTURE BY THE VILLAGE OF ESTERO.
10:40:16 SHE TOLD ME EVERYBODY WAS SO NICE.
10:40:20 NOW, THERE ARE SO MANY BOBBIES OUT THERE --
10:40:22 >>Mayor McLain: WE ARE OVER TIME RIGHT NOW.
10:40:24 CAN YOU WRAP IT UP, PLEASE?
10:40:25 >> THE -- OUR COMMUNITY VOLUNTEERS ARE THE EYES AND EARS OF

10:40:30 THE COMMUNITY.
10:40:30 WE CAN MOBILIZE AND PROVIDE RELIEF IN MANY WAYS THAT THE
10:40:34 OVERWORKED VILLAGE STAFF CANNOT.
10:40:36 A PLACE LIKE THIS HOUSE CAN BE A FLEXIBLE, VERSATILE BASE OF
10:40:40 OPERATIONS FOR THOSE WHO NEED HELP IN ESTERO, WHETHER IT'S
10:40:44 SENDING A FAX OR A PERMANENT DISTRIBUTION SITE FOR EMERGENCY
10:40:48 OPERATIONS.
10:40:49 WHETHER IT'S FOR UNGATED AND SOMETIMES FORGOTTEN RESIDENTS
10:40:56 OR OUR WORKFORCE, WE COULD SET UP CONTINUING FEMA OPERATIONS

10:40:59 TO HELP OUR RESIDENTS AND OUR WORKFORCE.
10:41:01 WE COULD SET UP EVEN IF IT'S ONLY FAXING DOCUMENTS.
10:41:06 DESPITE BEING OUTDOORS, PEOPLE WE NEED INDOOR SPACE FOR
10:41:09 BOOKS, FILES, EQUIPMENT --
10:41:12 >>Mayor McLain: WE'RE GOING TO HAVE TO CUT YOU OFF.
10:41:14 I APOLOGIZE FOR THAT.
10:41:15 >> OKAY.
10:41:15 NO PROBLEM.
10:41:16 THANK YOU SO MUCH.
10:41:17 >>Mayor McLain: WE HAVE A REALLY BUSY AGENDA TODAY.
10:41:19 HAVE WE GOT ANY OTHER FOLKS?
10:41:21 I GUESS JOHN WILL SPEAK.
10:41:22 JOHN, WE NEED TO KEEP THIS TO THREE MINUTES, IF YOU WOULD.
10:41:27 >> I'VE WORKED ON MANY PROJECTS.
10:41:31 GEORGE GOT ME INVOLVED IN THE GOLF RANGE.
10:41:35 IT'S CONSUMED A GREAT DEAL OF TIME.
10:41:38 I LOOK AT THAT PROPERTY AND I DON'T THINK WE REALLY HAVE A
10:41:42 VISION YET.
10:41:43 IT'S GOING TO TAKE TIME.
10:41:46 THERE ARE PROBLEMS WITH THE PROPERTY.

10:41:48 THERE IS ONE PARTICULAR AREA OF DANGER THAT NEEDS TO BE
10:41:52 ADDRESSED AND WE'LL IDENTIFY THAT IN WRITING.
10:41:56 IT'S AN OPEN AREA.
10:41:57 IT'S NOT THE BUILDING ITSELF.
10:41:59 I DID GO OVER THERE OVER THE LAST RAIN.

10:42:02 THERE WAS NO INTRUSION OF RAIN THAT I WAS ABLE TO DETERMINE.
10:42:06 SO IT APPEARS TO BE WATERTIGHT, EVEN THE FLAT ROOF AREA.
10:42:11 THERE'S A LOT OF WORK THAT HAS TO BE DONE IN ORDER TO GIVE
10:42:15 YOU THE VISION, GIVE YOU THE NUMBERS, GIVE YOU THE ACTION
10:42:19 ITEMS THAT HAVE TO BE DONE.
10:42:21 IT CAN'T BE DONE IN 30 DAYS.
10:42:24 WE NEED AT LEAST 90 DAYS TO GATHER THE PROFESSIONAL PEOPLE,
10:42:31 TO BE ABLE TO DOT THE Is AND CROSS THE Ts.
10:42:34 IF YOU CAN GIVE US THAT MUCH TIME, WE'LL PRESENT A PACKAGE
10:42:38 TO YOU OR GIVE YOU A RECOMMENDATION TO TEAR IT DOWN.
10:42:43 THANK YOU.
10:42:44 >>Mayor McLain: THANK YOU, JOHN.
10:42:45 ALL RIGHT.
10:42:49 I WILL NOW ENTERTAIN A MOTION REGARDING THIS ITEM.
10:42:53 ANYBODY WANT TO MAKE A MOTION?
10:43:00 >>Larry Fiesel: WE PROBABLY SHOULD DETERMINE A PERIOD OF
10:43:02 TIME BEFORE WE HAVE -- TO INCLUDE IT IN THE MOTION.
10:43:04 >>Mayor McLain: INCLUDE THAT IN THE MOTION.
10:43:06 IF YOU WANT TO DENY OR IMPROVE, WE NEED TO PUT LANGUAGE IN
10:43:10 THERE THAT WILL ESTABLISH THAT TIMETABLE.
10:43:15 >>George Zalucki: FROM A PROCEDURAL PERSPECTIVE, MR. VILLAGE
10:43:18 ATTORNEY, DO WE -- IS THE MOTION TO TABLE THE MOTION UNTIL
10:43:23 TIME DEFINITE 90 DAYS, WOULD THAT BE APPROPRIATE?
10:43:29 >>Robert Eschenfelder: WHAT WAS PRESENTED TO YOU BY THE

10:43:32 ADMINISTRATION IS TO APPROVE A DEMOLITION CONTRACT.

10:43:34 THE CONTRACTOR MAY OR MAY NOT BE WILLING TO HONOR ITS BID
10:43:43 FARTHER OUT.
10:43:44 SO YOU COULD DO A COUPLE OF THINGS.
10:43:47 YOU COULD APPROVE THE CONTRACT AS IT IS TODAY, BUT INSTRUCT
10:43:53 THE MANAGER NOT TO MOVE FORWARD WITH ISSUING A DEMOLITION
10:43:58 DATE, ACTUALLY ORDERING THE WORK TO BE DONE, UNTIL FURTHER
10:44:02 DIRECTION FROM THE COUNCIL.
10:44:03 THAT WAY THE CONTRACT IS APPROVED.
10:44:05 DOESN'T HAVE TO COME BACK TO YOU FOR THE CONTRACT BUT HE
10:44:07 WOULDN'T ACTUALLY PULL THE TRIGGER UNTIL WHATEVER DATE YOU
10:44:10 ALL DECIDE WHAT YOU WANT TO DO.
10:44:11 ANOTHER ALTERNATIVE IS JUST DON'T MAKE A MOTION -- YOU DON'T
10:44:15 HAVE TO APPROVE THE CONTRACT.
10:44:20 THE AGENDA ITEM JUST DIES.
10:44:22 BUT THEN YOU WILL NEED TO GIVE THE MANAGER SOME DIRECTION
10:44:25 OF, OKAY, I KNOW YOU'VE RECOMMENDED DEMOLITION.
10:44:28 WE DON'T WANT TO DO DEMOLITION.
10:44:29 SO WHAT'S THE MANAGER TO DO?
10:44:32 HOW LONG IS THE MANAGER TO WAIT?
10:44:34 YOU HEARD THE FOLKS PRESENT THAT THEY WANT 90 DAYS.
10:44:39 SO THAT'S ANOTHER THING.
10:44:42 THERE IS NO MOTION ON THE TABLE TO TABLE RIGHT NOW.
10:44:45 IT'S REALLY, I THINK, DO YOU WANT TO AT LEAST
10:44:48 ADMINISTRATIVELY GET APPROVING THE DEMOLITION CONTRACT
10:44:52 APPROVED SO THAT THE MANAGER HAS AUTHORITY TO MOVE FORWARD

10:44:55 IF THAT'S THE DECISION THAT YOU ALL MAKE, BUT THEN INSTRUCT
10:45:00 HIM, DON'T MOVE FORWARD UNTIL WE TELL YOU TO MOVE FORWARD OR

10:45:03 JUST IGNORE THE DEMOLITION CONTRACT.
10:45:06 SO THEN WHAT WOULD HAPPEN, IF IT COMES TO PASS IN WHATEVER
10:45:09 TIME YOU ALL CHOOSE TO DELAY, THAT THE COUNCIL SAYS THIS
10:45:14 JUST ISN'T GOING TO WORK.
10:45:15 WE NEED TO DEMOLISH, WE WOULD NEED TO GO BACK OUT AND SEEK
10:45:19 NEW BIDS FOR THE DEMOLITION BECAUSE THIS BID WOULDN'T BE
10:45:24 VALID ANYMORE, IF YOU WILL.
10:45:26 DOES THAT MAKE SENSE?
10:45:28 >>Mayor McLain: QUESTION TO THE VILLAGE MANAGER.
10:45:30 DO YOU THINK WE CAN DELAY 90 DAYS IF WE WERE TO APPROVE THE
10:45:36 DEMOLITION BUT PUT IT ON HOLD FOR EXECUTION FOR 90 DAYS?
10:45:40 IS THAT GOING TO BE AN ACCEPTABLE -- ACCEPTABLE TO THE
10:45:44 CONTRACTOR YOU THINK?
10:45:45 >>Steven Sarkozy: I DON'T KNOW.
10:45:45 YOU COULD DO THAT.
10:45:47 AND IF THE CONTRACTOR RENEGES ON THAT BECAUSE OF THE
10:45:50 TIMELINE, WE JUST THEN HAVE TO REBID IT AT 90 DAYS OUT.
10:45:56 >>Mayor McLain: WITH THAT IN MIND, ANYBODY HAVE A MOTION ON
10:46:00 THIS DEMOLITION REQUEST?
10:46:02 IF THERE IS NO MOTION, THEN WE WILL GO TO THE NEXT AGENDA
10:46:12 ITEM AND WE CAN DISCUSS NEXT STEPS WITH THE VILLAGE MANAGER
10:46:17 AT A LATER DATE.
10:46:18 SO THE NEXT ITEM ON THE AGENDA --

10:46:25 >>Steven Sarkozy: JUST A POINT OF ORDER.
10:46:26 YOU HEARD A REQUEST FOR 90 DAYS.
10:46:28 AND THAT SEEMS REASONABLE, GIVEN THAT WE'RE NOT GOING TO
10:46:32 DEMOLISH THE BUILDING.
10:46:33 SO AROUND 90 DAYS, WE'LL BRING INFORMATION BACK TO YOU, AND
10:46:39 I'LL WORK WITH JOHN AND JIM TO HAVE SOMETHING PROFESSIONALLY

10:46:44 TO YOU SO THAT IT ADDRESSES THE ATTORNEY'S ISSUES.
10:46:47 THAT TALKS ABOUT THE STAGED PRESERVATION OF THE BUILDING.
10:46:55 >>Mayor McLain: OR GO FORWARD WITH DEMOLITION.
10:46:57 >>Steven Sarkozy: AND YOU'LL HAVE THAT CHOICE.
10:46:59 >>Mayor McLain: WE'LL BYPASS ANY MOTION ON THIS AND GO ON TO
10:47:02 THE NEXT AGENDA ITEM.
10:47:04 >>Lori Fayhee: IF WE BYPASS, DOESN'T THAT --
10:47:08 >>Mayor McLain: WE'D HAVE TO BRING IT BACK TO COUNCIL IN 90
10:47:13 DAYS TO GO DEMOLITION OR NO DEMOLITION.
10:47:15 IT'S A NONEVENT AT THIS POINT.
10:47:20 >>Robert Eschenfelder: AGAIN, THE ONLY ISSUE IS IF YOU
10:47:24 APPROVE THE CONTRACT NOW, THAT TAKES THAT ADMINISTRATIVE BOX
10:47:30 AWAY, SO THE MANAGER KNOWS, I'VE GOT PERMISSION TO MOVE
10:47:32 FORWARD AND PULL THE TRIGGER IF COUNCIL DECIDES AFTER 90
10:47:36 DAYS AND HEARING THE PRESENTATION, DEMOLITION IS THE WAY TO
10:47:39 GO.
10:47:40 IF YOU DON'T APPROVE THE CONSTRUCTION CONTRACT TODAY
10:47:42 AUTHORIZING THE MANAGER TO MOVE FORWARD WITH THAT, THEN THAT
10:47:47 ALSO HAS TO COME BACK AS A DECISION, THE CONTRACTOR MAY OR

10:47:50 MAY NOT BE WILLING TO PARTICIPATE AT THAT POINT.
10:47:52 IF NOT, THEN WE HAVE TO PUT NEW INVITATIONS TO BID BACK OUT
10:47:56 ON THE STREET.
10:47:57 IT MIGHT BE WISER, WITH EVERYBODY UNDERSTANDING, WE'RE NOT
10:48:01 GOING TO DEMOLISH IT, IT MIGHT BE WISER TO GO AHEAD AND
10:48:05 APPROVE THE CONTRACT SO THAT THE MANAGER HAS THAT AUTHORITY,
10:48:09 BUT EVERYONE UNDERSTANDING THAT HE WILL NOT PULL THE TRIGGER
10:48:12 AND SET A DEMOLITION UNTIL FURTHER DIRECTION FROM COUNCIL.
10:48:16 >>Lori Fayhee: DO WE NEED TO MAKE AN AMENDMENT ON THIS
10:48:19 MOTION THEN SO THAT IT'S DELAYED 90 DAYS.

10:48:23 >>Robert Eschenfelder: THE MOTION WOULD BE TO APPROVE THE
10:48:25 CONTRACT BUT THEN TO ALSO INSTRUCT THE MANAGER NOT TO MOVE
10:48:29 FORWARD WITH DEMOLITION UNTIL FURTHER DIRECTION FROM
10:48:32 COUNCIL.
10:48:32 SO THAT WAY HE'S GOT AUTHORITY TO SIGN IT, BUT THEN HE ALSO
10:48:35 KNOWS I'M NOT ACTUALLY DOING ANYTHING UNTIL COUNCIL TELLS
10:48:39 ME.
10:48:41 >>Rafael Lopez: I WOULD LIKE TO MAKE A MOTION THAT WE
10:48:43 AUTHORIZE THE VILLAGE MANAGER TO EXECUTE THE CONTRACT
10:48:45 DOCUMENT ON BEHALF OF THE VILLAGE OF ESTERO BUT TO HOLD OFF
10:48:48 FOR 90 DAYS UNTIL WE HEAR BACK FROM THE ESTERO FOREVER
10:48:53 FOUNDATION FOR HIM TO MOVE FORWARD WITH THE ACTUAL
10:48:55 DEMOLITION.
10:48:57 >>Mayor McLain: DO I HAVE A SECOND?
10:48:58 >>Jim Ward: SO MOVED.

10:48:59 >>Mayor McLain: COUNCILMEMBER WARD.
10:49:01 LOPEZ.
10:49:05 >>George Zalucki: A POINT OF DETAIL, THE ORIGINAL RESOLUTION
10:49:06 IS DATED MARCH 15.
10:49:11 JUST AS A POINT OF ORDER, IT REALLY SHOULD BE FEBRUARY 15.
10:49:15 JUST TO ADD THAT TO THE DETAIL.
10:49:16 THANK YOU.
10:49:18 >>Mayor McLain: WE HAVE A MOTION AND WE HAVE A SECOND.
10:49:20 MADAM CLERK -- OR WOULD THE CLERK PLEASE CALL THE ROLL?
10:49:26 >>Larry Fiesel: AYE.
10:49:28 >>Lori Fayhee: AYE.
10:49:30 >>Rafael Lopez: AYE.
10:49:31 >>Jim Ward: AYE.
10:49:33 >>George Zalucki: AYE.

10:49:34 >>Mayor McLain: AYE.
10:49:35 THE NEXT ITEM IS ITEM 8 E.
10:49:44 YOU KNOW WHAT, WE DID THAT ONE.
10:49:46 LET'S GO ON TO THE NEXT ONE.
10:49:47 THE NEXT ITEM IS ITEM 8F, THE MUNIS A TYLER --
10:49:55 >>Tammy Duran: YOU HAVE TO DO 8D.
10:50:00 >>Mayor McLain: I'M TRYING TO MOVE THE MEETING ALONG AND
10:50:04 YOU'RE SLOWING ME DOWN.
10:50:05 LET'S CORRECT THIS.
10:50:08 THE NEXT ITEM ON THE AGENDA IS ITEM 8D, ESTERO PARKWAY PLANT
10:50:13 REPLACEMENTS.

10:50:15 STEVE, DO YOU HAVE ANY COMMENTS ON THIS?
10:50:17 >>Steven Sarkozy: YES, THIS INVOLVES JUST REPLACEMENT OF
10:50:20 PLANTS THAT HAVE BEEN TAKEN OUT BY A VARIETY OF ACCIDENTS ON
10:50:24 THE STREET.
10:50:27 WHAT WE DO IS WE MAKE APPLICATION TO THE INSURANCE COMPANIES
10:50:33 ANYTIME THERE IS AN ACCIDENT AND A CAR TAKES OUT MATERIAL.
10:50:37 SO THAT TAKES US QUITE A BIT OF TIME TO PROCESS.
10:50:45 IT TAKES THE -- THE SHERIFF DOESN'T ISSUE A TRAFFIC ORDER ON
10:50:50 IT OR A CASE ORDER FOR TWO MONTHS, AND THEN THAT HAS TO GO
10:50:55 INTO THE INSURANCE COMPANY.
10:50:56 AND THEN WE HAVE TO CATCH UP WITH THE INSURANCE FOLKS ABOUT
10:51:01 THE ACCIDENT OVER THE COURSE OF SEVERAL MONTHS.
10:51:05 IN ADDITION, WE HAVE A NUMBER OF TREES OUT THERE THAT HAVE
10:51:09 DIED.
10:51:10 SO WE WANT TO KEEP THAT AT A VERY HIGH LEVEL OF MAINTENANCE
10:51:14 AND AS A RESULT THERE'S SOME EXTRAORDINARY COSTS OUT THERE.
10:51:17 SO WE'RE COMING TO YOU WITH A REQUEST FOR APPROVAL HERE OF
10:51:22 $70,000 FOR SOME OF THE NEW MATERIALS THAT HAVE TO BE

10:51:27 REPLACED OUT THERE.
10:51:28 MOST OF THIS IS ONGOING WORK THAT WE'RE GOING TO HAVE TO DO
10:51:33 ON A PERIODIC BASIS AND IN THE UPCOMING BUDGET, WE'RE GOING
10:51:37 TO BE SETTING ASIDE FUNDS, RECOMMENDING THAT YOU SET ASIDE
10:51:40 FUNDS FOR EACH OF THE ROADS THAT WE IMPROVE SO THAT THERE IS
10:51:46 A POT OF MONEY THERE THAT CAN MAINTAIN THESE AT A HIGH LEVEL
10:51:49 OF MAINTENANCE.

10:51:51 >>Mayor McLain: THANK YOU, STEVE.
10:51:53 ANY COMMENTS OR QUESTIONS FROM COUNCIL?
10:51:57 >>Larry Fiesel: JUST A COUPLE.
10:51:58 I'M IN FAVOR OF DOING THIS BECAUSE WE WANT TO KEEP THAT ROAD
10:52:02 LOOKING LIKE IT WAS INITIALLY.
10:52:05 I'M KIND OF TAKEN ABACK BY THE NUMBER OF PLANTS REQUIRED TO
10:52:08 DO THAT.
10:52:10 OVER THE YEARS, I GUESS THEY DIE, A CAR RUNS OVER A BED OF
10:52:14 FLOWERS, THERE'S A LOT OF THEM TAKEN OUT AT THE SAME TIME.
10:52:17 YESTERDAY I NOTICED THEY WERE IN THERE REPLACING A VERY
10:52:20 SIZABLE TREE, AND THAT ONE I ASSUME IS NOT A PART OF THIS
10:52:25 CONTRACT.
10:52:25 SO THAT WOULD BE A PART OF THEIR REGULAR MAINTENANCE
10:52:28 CONTRACT?
10:52:28 >>Steven Sarkozy: YES.
10:52:29 SOME OF THOSE LARGER TREES ARE STILL UNDER A WARRANTY, AND
10:52:34 WE'RE TRYING TO GET WARRANTY TO PAY FOR AS MUCH AS WE CAN.
10:52:39 OTHERS HAVE BEEN IN THE PROCESS OF BEING REPAIRED OR
10:52:41 INSURANCE REIMBURSEMENTS, AND THAT'S WHAT YOU SEE OUT THERE.
10:52:45 >>Larry Fiesel: OKAY.
10:52:45 I HAVE NO FURTHER QUESTIONS.
10:52:48 >>Mayor McLain: ANY OTHER QUESTIONS?

10:52:50 IF NONE, CLERK, IS THERE ANYBODY SIGNED UP TO SPEAK?
10:52:56 >>Tammy Duran: NO.
10:52:57 >>Mayor McLain: NOBODY TO SPEAK.

10:52:59 ANY E-COMMENTS AT ALL?
10:53:00 I'LL ENTERTAIN A MOTION AT THIS POINT.
10:53:05 COUNCILMAN WARD HAS MADE THE MOTION AND WE HAVE A SECOND BY
10:53:11 COUNCILMEMBER FIESEL.
10:53:12 WOULD THE CLERK PLEASE CALL THE ROLL?
10:53:18 >>George Zalucki: AYE.
10:53:19 >>Jim Ward: AYE.
10:53:20 >>Rafael Lopez: AYE.
10:53:22 >>Lori Fayhee: AYE.
10:53:24 >>Larry Fiesel: AYE.
10:53:25 >>Mayor McLain: AYE.
10:53:25 NEXT ON THE AGENDA IS ITEM NUMBER 8 E.
10:53:33 8801 CORKSCREW ROAD DEBRIS REMOVAL.
10:53:37 STEVE, WOULD YOU INTRODUCE THIS ITEM?
10:53:39 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
10:53:41 THIS PROJECT ALSO INVOLVES THE SAME WHERE WE WERE TALKING
10:53:47 ABOUT THE HOUSE LOCATION.
10:53:49 IT'S AT THE CORNER OF CORKSCREW AND U.S. 41, BUT IT'S THE
10:53:56 EASTERN-MOST SECTION OF THAT PROPERTY.
10:53:59 THAT PROPERTY HAS NOT BEEN MAINTAINED WELL AND THE PROPOSAL
10:54:02 HERE IS TO BRING IN A CONTRACTOR TO REMOVE THE INVASIVE
10:54:08 SPECIES AND NUISANCE PLANTS AND GENERALLY CLEAN UP THE AREA.
10:54:15 THIS IS A SUBSTANTIAL AMOUNT OF WORK AND REALLY IT'S NOT
10:54:17 SOMETHING THAT WE COULD ASK THE ESTERO FOREVER FOUNDATION OR
10:54:21 ANY OTHER VOLUNTEER GROUP TO DO.

10:54:23 THERE'S JUST A LOT OF WORK THERE.
10:54:26 SO WE'RE RECOMMENDING THAT THIS BE THE FIRST STEP IN KIND OF
10:54:30 THE RESTORATION OF THAT AREA.
10:54:32 ULTIMATELY, WE'LL BRING BACK TO THE COUNCIL THE ORIGINAL
10:54:36 PLAN TO PUT TRAILS THROUGH THIS AREA, BUT IT HAS TO BE
10:54:40 CLEARED OUT FIRST OF SOME OF THE UNDERGROWTH.
10:54:44 >>Mayor McLain: THANK YOU.
10:54:44 ANY QUESTIONS?
10:54:45 NO QUESTIONS, IS THERE ANYBODY TO SPEAK PUBLICLY ON THIS?
10:54:51 >>Tammy Duran: NO.
10:54:52 >>Mayor McLain: ANY E-COMMENTS?
10:54:53 >>Tammy Duran: NO.
10:54:54 >>Mayor McLain: I WILL ENTERTAIN A MOTION ON THIS ITEM.
10:54:59 >>George Zalucki: MR. MAYOR, I'LL MAKE THE MOTION TO APPROVE
10:55:02 THE AMENDMENT AS WRITTEN.
10:55:05 >>Mayor McLain: WE HAVE A SECOND BY COUNCILMEMBER FAYHEE.
10:55:08 WOULD THE CLERK PLEASE CALL THE ROLL?
10:55:12 >>Larry Fiesel: AYE.
10:55:13 >>Lori Fayhee: AYE.
10:55:15 >>Rafael Lopez: AYE.
10:55:16 >>Jim Ward: AYE.
10:55:17 >>George Zalucki: AYE.
10:55:18 >>Mayor McLain: AYE.
10:55:20 NOW THE NEXT ITEM IS ITEM NUMBER 8F.
10:55:26 THE MUNIS A TYLER TECHNOLOGIES ENTERPRISE RESOURCE PLANNING

10:55:31 OR SHORTENED TO ERP, SOLUTION.
10:55:34 STEVE, WOULD YOU INTRODUCE THIS?
10:55:37 >>Steven Sarkozy: THIS ITEM WAS PRESENTED TO THE VILLAGE
10:55:39 COUNCIL AT A PREVIOUS WORKSHOP.

10:55:41 IT INVOLVES NEW COMPUTER SOFTWARE FOR OUR FINANCE SYSTEM
10:55:47 THAT AFFECTS ALL OF OUR OPERATIONS.
10:55:51 THE FINANCE DIRECTOR WITH A NUMBER OF STAFF HAVE SELECTED
10:55:57 MUNIS ERP SOFTWARE FROM THE TYLER TECHNOLOGIES INCORPORATED.
10:56:03 THE PACKAGE IS IN YOUR PACKET, AND WE'RE RECOMMENDING THAT
10:56:08 THE COUNCIL APPROVE THIS MAJOR EXPENDITURE.
10:56:12 THIS WILL BE A MAJOR WORK ITEM FOR STAFF OVER THE NEXT 18
10:56:15 MONTHS.
10:56:16 AND ALONG WITH THE NEW PERMITTING SOFTWARE THAT'S ALREADY
10:56:20 UNDERWAY AFFECTING OUR PLANNING AND COMMUNITY DEVELOPMENT
10:56:24 AND PERMITTING OPERATION, IT'S A MAJOR OVERHAUL OF ALL OF
10:56:28 OUR INTERNAL OPERATIONS FOR THE GOOD, BUT IT'S A LOT OF WORK
10:56:33 GOING ON FOR STAFF.
10:56:34 THIS COMES TO YOU WITH A RECOMMENDATION FOR APPROVAL.
10:56:38 OUR FINANCE DIRECTOR IS AVAILABLE SHOULD YOU HAVE ANY
10:56:41 QUESTIONS.
10:56:44 >>Mayor McLain: THANK YOU, STEVE.
10:56:45 DOES COUNCIL HAVE ANY QUESTIONS?
10:56:46 I THINK WE RECEIVED A PRETTY GOOD UPDATE ON THAT THE LAST
10:56:51 TIME WE MET.
10:56:53 IS THERE ANY PUBLIC COMMENT ON THIS?

10:56:56 ANY E-COMMENTS?
10:56:58 >>Tammy Duran: NO.
10:56:59 >>Mayor McLain: I'LL ENTERTAIN A MOTION AT THIS POINT.
10:57:02 COUNCILMAN FAYHEE MADE THE MOTION.
10:57:05 AND SECONDED BY COUNCILMAN FIESEL.
10:57:09 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL?
10:57:13 >>George Zalucki: AYE.
10:57:15 >>Jim Ward: AYE.

10:57:16 >>Rafael Lopez: AYE.
10:57:18 >>Lori Fayhee: AYE.
10:57:19 >>Larry Fiesel: AYE.
10:57:20 >>Mayor McLain: AYE.
10:57:21 NEXT ON THE AGENDA IS 8H, ENTERTAINMENT DISTRICT DESIGN AND
10:57:28 PERMITTING.
10:57:29 STEVE, WOULD YOU LIKE TO INTRODUCE THIS ITEM?
10:57:32 >>Steven Sarkozy: YES, THIS IS THE FINAL PERMITTING PROCESS.
10:57:36 I'D LIKE TO TURN IT OVER TO MARY GIBBS FOR A PRESENTATION
10:57:41 AND THE REQUEST FOR COUNCIL ACTION.
10:57:49 >>Mary Gibbs: IT'S NOT THE ZONING, THOUGH.
10:57:52 THIS IS THE CONTRACT FOR THE DESIGN AND PERMITTING FOR THE
10:57:56 VSD PROJECT THAT YOU ALL HAVE BEEN WORKING ON FOR SOME TIME.
10:58:00 DAVID IS NOT HERE TODAY.
10:58:01 SO I THINK I'M HIM.
10:58:02 THE ZONING IS COMING UP.
10:58:05 WE'LL TALK ABOUT THAT A COUPLE OF ITEMS FROM NOW.

10:58:10 >>Steven Sarkozy: YES, WE HAD THAT IN THE DESK PACKET, DID
10:58:12 WE NOT?
10:58:13 >>Tammy Duran: YES.
10:58:14 >>Steven Sarkozy: IT'S IN YOUR DESK PACKET.
10:58:16 THE PROPOSAL HERE IS TO BRING IN ONE OF OUR CONSULTANTS HERE
10:58:24 TO DO THE PERMITTING FOR THE LAND PLANNING AND THE
10:58:28 UNDERGROUND UTILITIES AND THE ROAD TO SERVICE THE 20-ACRE
10:58:34 SITE ON WILLIAMS ROAD THAT IS CURRENTLY UNDER REVIEW FOR
10:58:39 PICKLEBALL AND OTHER ENTERTAINMENT ACTIVITIES.
10:58:43 THE OBJECTIVE HERE IS TO TRY TO GET THE UNDERGROUND
10:58:47 UTILITIES COMPLETE QUICKLY ENOUGH SO THAT THE VERTICAL
10:58:53 CONSTRUCTION FOR PICKLEBALL AND OTHER ACTIVITIES THERE CAN

10:58:56 OCCUR SO THAT WE CAN OPEN THE FACILITY SOMETIME IN THE
10:59:03 NOVEMBER TIME FRAME OF 2024.
10:59:05 SO WE'RE ASKING YOUR APPROVAL OF THE CONTRACT SO THAT WE CAN
10:59:12 EXPEDITE THAT WORK.
10:59:18 >>Robert Eschenfelder: YOU CAN TALK ABOUT THE MERITS OF IT,
10:59:21 BUT IF I MAY READ INTO THE RECORD FOR YOU IN TALKING TO THE
10:59:26 MANAGER AND THE MAYOR YESTERDAY WHEN THEY WERE BRIEFING,
10:59:29 THEY WANTED TO MAKE SURE THAT THE MOTION THAT IS ADOPTED
10:59:33 SUFFICIENTLY ALLOWS THE VILLAGE -- THE VILLAGE HAS SOME
10:59:36 CONCERN ABOUT THE TIMELINE THAT THE ENGINEERING FIRM HAS
10:59:40 PROPOSED TO GET THEIR WORK DONE, WHICH ISN'T NECESSARILY AS
10:59:44 QUICKLY AS THE VILLAGE WANTS TO.
10:59:48 SO I'M GOING TO READ YOU MY RECOMMENDED MOTION IF YOU ALL

10:59:51 CHOOSE TO APPROVE IT AND THEN YOU CAN GO ON AND TALK ABOUT
10:59:53 THE MERITS OF IT.
10:59:55 SO THE MOTION WOULD BE, MOTION TO APPROVE STA 01 TO CONTRACT
11:00:00 EC 2022-33 WITH RWA ENGINEERING TO DESIGN AND PERMIT THE
11:00:08 ESTERO ENTERTAINMENT DISTRICT FOR $485,045, SUBJECT TO THE
11:00:15 CONSULTANT'S ACCEPTANCE OF A REVISED EXHIBIT C, PARENTHESES,
11:00:22 PROJECT SCHEDULE, CLOSED PARENTHESES, TO MEET THE TIME
11:00:25 CONSTRAINTS OF THE VILLAGE, TO AUTHORIZE THE VILLAGE MANAGER
11:00:29 TO SIGN THE STA AND OTHER ADDITIONAL IMPLEMENTING DOCUMENTS
11:00:33 WITHIN THE SCOPE OF THE STA ON BEHALF OF THE VILLAGE OF
11:00:37 ESTERO COUNCIL AND TO AUTHORIZE THE VILLAGE MANAGER TO
11:00:42 TERMINATE THE STA ON 30 DAYS' NOTICE PURSUANT TO SECTION 7.2
11:00:48 OF EC 2022-33.
11:00:51 SO THAT WOULD BE THE MOTION THAT YOU WOULD ADOPT.
11:00:57 >>Mayor McLain: ANY DISCUSSION ON THAT?
11:01:01 I KNOW WE HAD A DESK PACKET IN HERE.

11:01:05 MY HEARING IS NOT THE BEST.
11:01:07 I MAY NOT HAVE HEARD EVERYTHING STEVE HAD.
11:01:09 I'D RATHER ERR IN OVERCOMMUNICATING.
11:01:14 BUT THE REASON FOR THE AMENDMENT AGREEMENT IS THAT IF WE'RE
11:01:20 GOING TO MOVE FORWARD ON THIS PROJECT, TIMING IS EXTREMELY
11:01:23 IMPORTANT AND A LOT OF TIMES CONSTRUCTION PEOPLE AND THE
11:01:30 LIKE GET THEMSELVES IN LITTLE BOXES AND THEY DO EVERYTHING
11:01:33 IN A LINEAR FASHION.
11:01:36 COMPLETE A.

11:01:37 WHEN A IS DONE, THEY SAY, OKAY, LET'S START B.
11:01:40 AND THEN WE DO C.
11:01:41 WELL, THE PROBLEM WITH THAT IS IT TAKES YEARS RATHER THAN
11:01:44 MONTHS TO GET A PROJECT DONE.
11:01:46 IF STEVE DIDN'T SAY IT, IF WE WANT THE MANAGER TO DO IS TRY
11:01:52 TO SAY, AS WE START A, CAN WE ALSO START TO DO THE NECESSARY
11:01:56 WORK ON B SO THAT WHEN THEY ARE DOING CONCURRENTLY WE CAN
11:02:01 MAYBE FINISH THIS PROJECT QUICKER.
11:02:03 IF THE CONTRACTOR CAN DO THAT IN THE TIME THAT WE THINK WE
11:02:07 NEED TO DELIVER THIS ON TIME AT THE APPROPRIATE TIME FOR
11:02:11 IMPLEMENTATION FOR THE BUILDING THAT WOULD BE GOOD.
11:02:17 IF NOT, WE'LL STOP THE CONTRACT WITH THE COSTS THAT HAVE
11:02:21 BEEN INCURRED TO THAT POINT.
11:02:23 SO WE'RE NOT OBLIGATING OURSELVES TO THE ENTIRE $485,000.
11:02:29 IT WOULD BE AT 30 DAYS OR 60 DAYS, WHENEVER WE STOP IT,
11:02:33 WHATEVER WORK THEY HAD COMPLETED THAT CAN BE DOCUMENTED, WE
11:02:37 WILL PAY FOR THAT.
11:02:38 I DON'T KNOW IF THAT WOULD BE SUNK MONEY.
11:02:42 I THINK WE COULD USE A LOT -- WE'LL GET THE WORK PRODUCT
11:02:45 FROM THEM AND I THINK WE COULD PASS THAT ON.

11:02:47 THAT'S JUST -- HOPEFULLY I'M NOT OVER-CLARIFYING OR
11:02:53 OVERSIMPLIFYING IT.
11:02:55 THAT'S HOW I'M GOING TO LOOK AT VOTING ON THIS.
11:02:57 ANYBODY GOT QUESTIONS?
11:02:59 >>Jim Ward: I'M HONESTLY TRYING TO UNDERSTAND IF WE'RE

11:03:02 PUTTING THE CART BEFORE THE HORSE AND SPENDING $485,000
11:03:08 BEFORE WE TRULY UNDERSTAND WHAT WE'RE DOING ON THE PROPERTY.
11:03:11 I GUESS I NEED SOME CLARIFICATION ON THAT.
11:03:13 >>Mayor McLain: STEVE CAN ANSWER THAT.
11:03:14 >>Steven Sarkozy: SURE.
11:03:16 WE KNOW ON THE PROPERTY WE'RE GOING TO HAVE AT LEAST TWO
11:03:18 TENANTS THAT NEED WATER AND SEWER HOOKUPS, NEED A ROAD GOING
11:03:24 INTO THE SITE AND NEED TO HAVE THE ELEVATION OF THE SITE
11:03:27 PROPERLY POSITIONED FOR THEIR PAD CONSTRUCTION.
11:03:32 AND WE ALSO WILL NEED THEN STORMWATER PONDING AND THE
11:03:37 APPROPRIATE DITCHES AND GRADE TO GET TO THE POND.
11:03:39 SO ALL OF THAT IS AN INITIAL PART OF A PROJECT THAT YOU HAVE
11:03:44 TO HAVE READY BEFORE A CONTRACTOR CAN GO IN FOR THE PRIVATE
11:03:50 INVESTMENT ON THAT PARCEL.
11:03:53 AND WHAT WE'RE TRYING TO DO IS STAGE THIS SUCH THAT OUR
11:03:57 PUBLIC WORK DOES NOT IMPEDE OR SLOW THE PRIVATE INVESTMENT.
11:04:04 THE PRIVATE CONSTRUCTION IS GOING TO TAKE 8 TO 9 MONTHS AT
11:04:09 BEST.
11:04:10 SO WITH A TARGET OF OPENING IN SEPTEMBER, OCTOBER, NOVEMBER
11:04:16 OF NEXT YEAR, WE HAVE A RELATIVELY SHORT WINDOW TO COMPLETE
11:04:21 THE PUBLIC WORK NECESSARY BEFORE THE PRIVATE WORK CAN
11:04:25 HAPPEN.
11:04:25 SO, AGAIN, THE MAYOR POINTED OUT WELL THAT IF WE DO THIS IN
11:04:31 A LINEAR FASHION, IT JUST TAKES A LOT OF TIME.

11:04:34 BECAUSE BETWEEN EACH OF THOSE STEPS, THERE'S A HANDOFF FROM

11:04:39 THE PUBLIC TO THE PRIVATE AND BIDDING AND SO FORTH.
11:04:43 ANY OF THIS THAT WE CAN DO CONCURRENTLY IS GOING TO WORK
11:04:47 TOWARD OUR MUTUAL BEST INTEREST WITH WHOMEVER ARE THE
11:04:51 PRIVATE ENTITIES THAT YOU MIGHT SELECT.
11:04:54 WE'RE IN THE FINAL NEGOTIATIONS FOR THOSE FINAL ENTITIES,
11:04:58 AND WE HOPE TO HAVE THAT SELECTION TO YOU IN A VERY SHORT
11:05:03 PERIOD OF TIME.
11:05:03 BUT IT DOESN'T CHANGE THE FACT THAT WE NEED PUBLIC WORK DONE
11:05:08 ON THIS PROJECT.
11:05:12 >>Jim Ward: BASICALLY IN SUMMARY, THIS IS WORK WE WOULD NEED
11:05:14 TO DO IRRESPECTIVE OF WHAT PROJECT WE PUT IN THERE.
11:05:17 >>Steven Sarkozy: CORRECT.
11:05:20 >>Robert Eschenfelder: I DID READ THROUGH THE SCOPE OF
11:05:22 SERVICES VERY CAREFULLY LAST NIGHT.
11:05:24 A LOT OF THE EARLIER WORK THAT THEY ARE DOING IN TERMS OF
11:05:27 WORKING WITH WATER MANAGEMENT AND SO FORTH, THAT'S GOING TO
11:05:30 HAVE TO OCCUR NO MATTER WHAT'S GOING ON THE SITE.
11:05:34 SO THAT'S STUFF THAT WE'RE PAYING FOR THAT IS USABLE, EVEN
11:05:38 IF THE VENDOR CHANGES, IF THE FOOTPRINT SLIGHTLY CHANGES,
11:05:42 THOSE ARE TWEAKS THAT CAN OCCUR.
11:05:44 BUT IT IS NOT WASTED MONEY OR RISK MONEY.
11:05:47 IT'S ALL STUFF WE KNOW NEED TO BE DONE.
11:05:49 I THINK THE STRATEGY HERE, WHICH IS A GOOD STRATEGY, LET'S
11:05:51 GET THE ENGINEER DOING WHAT WE KNOW THEY NEED TO DO.
11:05:57 THE PROJECT WILL CATCH UP TO THAT AND THEN THE TWO WILL

11:05:59 EVENTUALLY MARRY UP.
11:06:01 YOU ALL WILL BE MAKING BUSINESS DECISIONS ONCE DONE WITH THE

11:06:04 WORK AND BRINGING FORWARD FINAL RECOMMENDATIONS AND HAS THE
11:06:07 TERMS AND CONDITIONED SIGNED OFF BY THE OTHER SIDE.
11:06:11 WE'RE TRYING TO KEEP THE TRAIN MOVING ON MULTIPLE TRACKS.
11:06:17 >>Mayor McLain: DID YOU HAVE A QUESTION, LARRY?
11:06:19 >>Larry Fiesel: I HAD A SIMILAR QUESTION TO COUNCILMAN WARD.
11:06:22 WE WERE GIVEN IN OUR BRIEFINGS A CONCEPTUAL SITE PLAN WITH
11:06:26 THE ROADS AND PARKING LOTS.
11:06:28 IN MY MIND, MY CONSTRUCTION BACKGROUND IS YOU CAN'T RUN
11:06:31 SEWERS AND STREETS UNTIL YOU KNOW WHERE THEY ARE GOING TO BE
11:06:37 TOTALLY LOCATED.
11:06:39 IS THIS CONCEPTUAL PLAN CLOSE TO BECOMING A REALITY?
11:06:42 AS ROB SAID, WE'RE DOING THE PRELIMINARY UP FRONT STUFF THAT
11:06:45 DOESN'T MAKE ANY DIFFERENCE WHERE THE ROADS ARE.
11:06:48 >>Steven Sarkozy: CORRECT.
11:06:50 A LOT OF THAT PRELIMINARY WORK IS AGNOSTIC TO WHERE THE
11:06:54 BUILDINGS GO ON THE SITE.
11:06:56 BUT NONETHELESS, WE'RE CLOSE TO A FINAL SITE PLAN.
11:07:01 AND WITHIN A FEW WEEKS, WE HOPE TO HAVE THAT AND PRESENT IT
11:07:08 TO THE COUNCIL AT WHICH TIME WE'LL KNOW WHERE TO LAY OUT THE
11:07:14 LOTS.
11:07:15 WE'LL KNOW HOW TO SURVEY IT.
11:07:17 WE'LL KNOW ABOUT THE ELEVATIONS.
11:07:19 WE'LL KNOW WHERE THE STORMWATER PONDING GOES.

11:07:23 AND IT WILL TAKE WEEKS TO ACTIVATE THE ENGINEERING CONTRACT
11:07:26 AS YOU SEE, SO THINGS DON'T HAPPEN OVERNIGHT.
11:07:32 >>Larry Fiesel: I'M ALL IN FAVOR OF DOING TWO THINGS AT ONE
11:07:35 TIME TO MOVE PROJECTS ALONG.
11:07:37 >>Mayor McLain: I THINK THIS REQUEST IS ALMOST PUSHING --
11:07:39 YOU KNOW, WE'RE PUSHING THE ENVELOPE ON THIS BECAUSE OF THE

11:07:42 TIMING THAT WE HAVE.
11:07:43 OBVIOUSLY WE HAVE TO HAVE WHERE THE PUBLIC, THE PRIVATE
11:07:52 SECTOR, WE'RE VERY CLOSE, I THINK, TO HOPEFULLY GETTING
11:07:55 AGREEMENTS ON THAT, IF, IN FACT, THAT WERE TO FALL OUT, THIS
11:08:00 PREP WORK WILL BE IN THE VERY BEGINNING STAGES, AND I THINK
11:08:04 WE WALK AWAY.
11:08:05 OBVIOUSLY EVERYBODY IS AWARE OF WHERE WE ARE ON THAT, AND I
11:08:09 THINK WE JUST MOVING THIS FORWARD AT A PRETTY RAPID PACE.
11:08:14 I THINK IT'S ALSO IMPORTANT, LITTLE SEPARATE FROM THIS, BUT
11:08:20 THE PUBLIC MAY HAVE SOME CONCERNS ABOUT THE SPEED AT WHICH
11:08:23 WE'RE MOVING THIS, BUT WE'RE GOING TO MAKE SURE THAT -- WE
11:08:27 TALKED ABOUT LIGHTING EARLIER, AT A LATER DEVELOPMENT STAGE,
11:08:32 LIGHT INTRUSION, SOUND INTRUSION, ALL THAT.
11:08:35 WHAT WE'RE DOING IS THE PREP WORK AT THIS POINT.
11:08:38 I DO THINK WE NEED TO MOVE THAT AT A MORE RAPID PACE AND
11:08:44 DUALITY OF WORK IN THERE.
11:08:46 HOPEFULLY THIS COMPANY, VRWA, WILL AGREE TO WORK IN THIS.
11:08:53 IF THEY DON'T, WE'LL HAVE TO FIND SOMEBODY ELSE TO DO THAT.
11:08:56 I THINK WE MADE ENOUGH COMMENTS ON THIS.

11:09:03 DO WE HAVE ANYBODY SIGNED UP TO SPEAK ON THIS?
11:09:05 >>Tammy Duran: NO.
11:09:08 >>Mayor McLain: I WILL ENTERTAIN A MOTION.
11:09:14 ROB HAS PUT IN A LOT OF LANGUAGE IN THAT.
11:09:17 REPEAT VERBATIM WHAT HE SAID OR ACCEPT IT.
11:09:22 ACCEPT THE MOTION AS PRESENTED?
11:09:26 I THINK COUNCILMEMBER LOPEZ ACCEPTED THE MOTION.
11:09:28 DO I HAVE A SECOND?
11:09:29 SECONDED BY COUNCILMAN FIESEL.
11:09:34 CLERK, WOULD YOU PLEASE TAKE THE ROLL?

11:09:39 >>Larry Fiesel: AYE.
11:09:41 >>Lori Fayhee: AYE.
11:09:42 >>Rafael Lopez: AYE.
11:09:43 >>Jim Ward: AYE.
11:09:45 >>George Zalucki: AYE.
11:09:47 >>Mayor McLain: AYE.
11:09:48 THE NEXT ITEM IS ITEM NUMBER 9A, A PUBLIC HEARING TO
11:09:59 CONSIDER PROPOSED SETTLEMENT AGREEMENT.
11:10:01 STEVE, WOULD YOU LIKE TO INTRODUCE THIS ITEM?
11:10:04 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
11:10:06 THIS IS A PUBLIC HEARING.
11:10:08 AND THE PURPOSE OF THE PUBLIC HEARING IS TO DISCUSS A
11:10:12 PROPOSED SETTLEMENT AGREEMENT BETWEEN THE VILLAGE OF ESTERO
11:10:15 AND LONG BAY PARTNERS AND OTHERS REGARDING THE BROOKS TOWN
11:10:21 CENTER PROPERTY LAWSUITS.

11:10:23 THIS IS A LAWSUIT BROUGHT AGAINST THE VILLAGE BY THE OWNERS
11:10:29 AND DEVELOPERS OF THE OLD WINN DIXIE SITE AT THE CORNER OF
11:10:33 COCONUT AND THREE OAKS PARKWAY.
11:10:35 I'LL TURN THIS OVER TO NANCY STROUD, OUR LAND USE ATTORNEY,
11:10:41 WHO HAS GUIDED US THROUGH THE INITIAL LAWSUIT AND ALSO NOW
11:10:44 THE PROPOSED SETTLEMENT AGREEMENT.
11:10:45 NANCY?
11:10:46 >>Nancy Stroud: THANK YOU, STEVE.
11:10:47 GOOD MORNING, EVERYBODY.
11:10:49 AS STEVE MENTIONED, THIS INVOLVES PROPERTY AT THE BROOKS
11:10:56 TOWN CENTER.
11:10:59 ALMOST THREE YEARS AGO TO THIS DAY THERE WAS AN APPLICATION
11:11:05 MADE TO BUILD AN APARTMENT PROJECT AT THE SITE WHERE THE OLD
11:11:10 WINN DIXIE IS.

11:11:13 AND WE GOT INTO A DISPUTE WITH THE APPLICANT ABOUT BASICALLY
11:11:19 TWO THINGS.
11:11:21 THE PROCESS FOR LOOKING AT THAT PROJECT AND REVIEWING IT
11:11:26 AND, SECONDLY, THE PROJECT ITSELF.
11:11:28 WE ENDED UP IN LITIGATION.
11:11:31 THERE ARE TWO LAWSUITS, ACTUALLY, EVENTUALLY FILED.
11:11:35 WE'VE BEEN THROUGH YEARS OF LITIGATION, INCLUDING SOME
11:11:41 NONBINDING ARBITRATION AND CAME TO THE POINT EARLIER THIS
11:11:47 YEAR WHERE WE SAID LET'S JUST TRY ONE MORE TIME TO SEE IF WE
11:11:51 CAN COME TO SOME SORT OF AGREEMENT ABOUT WHAT SHOULD HAPPEN
11:11:55 HERE.

11:11:55 I HAVE TO THANK STEVE AND MARY FOR A LOT OF WORK IN
11:12:01 NEGOTIATING, MEETING WITH THE APPLICANTS AND THE APPLICANTS
11:12:07 WHO NEGOTIATED IN GOOD FAITH AND WE FINALLY GOT TO A
11:12:12 SETTLEMENT AGREEMENT THAT YOU HAVE BEFORE YOU.
11:12:13 AND THE SETTLEMENT AGREEMENT DOES TWO THINGS.
11:12:18 IT DOES MORE FULLY DESCRIBE THE PROPOSAL FOR WHAT WOULD BE
11:12:25 BUILT AT THE SITE.
11:12:25 AND YOU CAN SEE THAT THERE ARE SOME ENHANCED PLANS THAT WE
11:12:33 GOT THROUGH THIS NEGOTIATION PROCESS.
11:12:37 LANDSCAPING, ARCHITECTURAL RENDERINGS, AND SOME MORE DETAILS
11:12:44 ABOUT THE CONCEPT ENHANCEMENTS THAT WOULD BE PUT IN THE
11:12:48 DEVELOPMENT.
11:12:50 IF YOU APPROVE THE DEVELOPMENT TODAY, NOT THE DEVELOPMENT --
11:12:55 EXCUSE ME.
11:12:56 IF YOU APPROVE THE SETTLEMENT AGREEMENT TODAY, YOU'RE NOT
11:12:58 APPROVING THE DEVELOPMENT, ACTUALLY, BECAUSE WHAT YOU'RE
11:13:00 DOING IS SENDING IT TO THE PLANNING, ZONING AND DESIGN BOARD
11:13:04 THROUGH WHAT WE THOUGHT WAS THE REGULAR PROCESS AND THAT

11:13:09 INCLUDES BASICALLY TWO STEPS.
11:13:12 FIRST, A BOARD WOULD LOOK AT WHAT IS CALLED THE FINAL PLAN
11:13:15 APPROVAL.
11:13:17 THAT'S LEE COUNTY SPEAK FOR ACTUALLY A CONCEPTUAL PLAN
11:13:21 APPROVAL, NOT THE FINAL SITE PLAN.
11:13:24 IF YOU APPROVE THE SETTLEMENT TODAY, THE BOARD WOULD LOOK AT
11:13:29 THAT FINAL PLAN APPROVAL ISSUE IN JULY AT THEIR MEETING ON

11:13:35 THE 11th.
11:13:36 AND THEN THE SECOND STEP WOULD BE TO DO MORE DETAILED PLANS.
11:13:42 THE APPLICANT WOULD DO MORE DETAILED PLANS FOR A FINAL SITE
11:13:47 PLAN APPROVAL OR DEVELOPMENT ORDER WHICH COULD HAPPEN, SAY,
11:13:52 END OF SUMMER OR FALL, DEPENDING ON HOW FAST THEIR
11:13:56 ENGINEERING PLANS CAN BE DONE.
11:13:58 SO IF YOU'D LIKE ANY MORE DETAILS ABOUT WHAT THE PLAN LOOKS
11:14:04 LIKE, I WOULD ASK MARY TO GO INTO THOSE DETAILS BECAUSE SHE
11:14:09 REALLY IS THE ONE WHO NEGOTIATED THAT PART.
11:14:15 >>Mayor McLain: DOES COUNCIL HAVE ANY QUESTIONS?
11:14:19 >>George Zalucki: I WOULD JUST ASK, NANCY, THANK YOU FOR
11:14:21 THAT OVERVIEW AND ALL THE HARD WORK YOU'VE BEEN PUTTING IN
11:14:24 ON THIS PARTICULAR ITEM.
11:14:25 IS THERE ANYTHING THAT COUNCIL SHOULD BE AWARE OF THAT WOULD
11:14:28 BE DETRIMENTAL IN ANY SENSE?
11:14:33 IT'S REALLY ENCOURAGING TO HEAR THAT THE PARTIES GOT
11:14:35 TOGETHER AND THERE IS A SETTLEMENT.
11:14:36 ARE YOU VERY COMFORTABLE WITH THE OUTCOME AND IS MARY WOULD
11:14:39 BE MY QUESTION?
11:14:40 >>Nancy Stroud: I'M COMFORTABLE THAT STAFF HAS NEGOTIATED A
11:14:46 PROJECT THAT IS A PROJECT APPLICATION THAT IS CONSIDERABLY
11:14:51 BETTER THAN WHAT WE SAW THREE YEARS AGO WITH MORE

11:14:55 ENHANCEMENTS THAT JUST WEREN'T UNDER DISCUSSION THREE YEARS
11:14:58 AGO.
11:14:59 AND, YES, I THINK -- LET'S FACE IT.

11:15:04 IT'S ON PROPERTY THAT HAD LEE COUNTY ZONING APPROVAL IN
11:15:07 1997.
11:15:08 SO WE ARE CONSTRAINED IN PART BY WHAT'S IN THAT ZONING
11:15:14 APPROVAL, INCLUDING THE FACT THAT THEY CAN BUILD APARTMENTS
11:15:19 THERE UNDER THE ZONING.
11:15:21 BUT GIVEN THEIR ABILITY TO UNDER THE ZONING TO DO WHAT THEY
11:15:27 WANT TO DO, I THINK THE PROJECT LOOKS LIKE A GOOD PROJECT.
11:15:31 MARY MIGHT WANT TO ADD.
11:15:38 >>Jim Ward: IS THIS GOING TO CONCLUDE WITH NANCY?
11:15:41 >>Mayor McLain: IF YOU HAVE A QUESTION FOR MARY.
11:15:45 >>Jim Ward: I THINK IT WOULD BE APPROPRIATE FOR MARY TO TAKE
11:15:46 US THROUGH SOME OF THE IMPROVEMENTS AND ENHANCEMENTS THAT
11:15:50 HAVE BEEN --
11:15:51 >>Mary Gibbs: OKAY.
11:15:52 THROUGH THE NEGOTIATION, WE HAVE AGREED WITH AN
11:16:00 ARCHITECTURAL RENDERING THAT THE APPLICANT WILL HAVE TO BE
11:16:03 IN SUBSTANTIAL COMPLIANCE WITH THE RENDERING, WHICH I THINK
11:16:05 IS IN YOUR PACKET.
11:16:08 WE LOOKED AT IT THE OTHER DAY.
11:16:10 IT IS A FOUR-STORY BUILDING BECAUSE THE ZONING DOES ALLOW
11:16:15 APARTMENTS, MULTIFAMILY DWELLING UNITS -- ACTUALLY, THERE'S
11:16:19 158 UNITS LEFT IN THE BROOKS DRI AND THE ZONING APPROVAL
11:16:23 FROM THE COUNTY.
11:16:24 THE APPLICANT IS ASKING FOR 154 UNITS, FOUR STORIES --
11:16:33 FOUR-STORY BUILDING, WHICH IS APPROVED BY THE ZONING.

11:16:36 SO WHAT WE TRIED TO DO IS MAKE SURE WE HAVE A BUILDING THAT
11:16:39 BREAKS UP THE MASSING SO THAT IT'S GOING TO LOOK ATTRACTIVE
11:16:43 AND NOT LOOK LIKE A VERY LARGE BUILDING.
11:16:46 SO THE ARCHITECTURAL RENDERING IS IN YOUR PACKET.
11:16:50 THEY WILL NEED TO BE IN SUBSTANTIAL COMPLIANCE WITH THIS,
11:16:53 WHICH MEANS WHEN IT GOES TO PLANNING ZONING AND DESIGN
11:16:55 BOARD, THEY MAY HAVE SOME TWEAKS TO IT AND THEY MAY HAVE
11:17:00 SOME ROOFLINE ADJUSTMENTS OR THEY MAY ASK FOR A LITTLE BIT
11:17:03 OF COLOR VARIATION OR DISTINGUISHING.
11:17:07 BUT IT NEEDS TO BE IN SUBSTANTIAL COMPLIANCE WITH THIS
11:17:09 RENDERING SO YOU'LL KNOW WHAT YOU'RE GETTING.
11:17:12 THE APPLICANT IS PUTTING ELEVATORS IN THE BUILDING, WHICH IS
11:17:16 REQUIRED BY CODE FOR A FOUR-STORY BUILDING.
11:17:20 THEY ALSO AGREED THAT THEY WOULD DO CONCRETE BLOCK
11:17:22 CONSTRUCTION, SO WE WILL NOT HAVE LIKE THE WOOD FRAME
11:17:26 APARTMENT BUILDINGS THAT YOU SEE, SOME IN DIFFERENT PLACES
11:17:29 IN THE COUNTY, AND THAT WE SAW OVER ON BEN HILL GRIFFIN AT
11:17:32 THE SPRINGS WHERE EVERYBODY COMPLAINED BECAUSE YOU HAVE
11:17:37 TERMITE PROBLEMS IN FLORIDA.
11:17:39 WE REALLY TRY TO ENCOURAGE THE CONCRETE BLOCK BUILDINGS.
11:17:42 THEY WILL BE DOING THAT.
11:17:43 AT THE SAME TIME, WHEN THEY PLACE THE MULTIFAMILY BUILDING
11:17:47 IN THE PARKING LOT, THEY ARE GOING TO REPAINT THE WHOLE
11:17:51 PROJECT SO THAT WHATEVER THE COLOR SCHEME IS, WHICH SHOULD
11:17:55 BE SUBSTANTIALLY LIKE WHAT YOU SEE IN YOUR ARTIST RENDERING,

11:17:58 THEY WILL REPAINT THE REST OF THE CENTER, WHICH WILL BE THE
11:18:02 REMAINING RETAIL BUILDINGS AND THE BANK SO IT WILL LOOK LIKE
11:18:06 ONE INTEGRATED PROJECT AND NOT TWO OR THREE DIFFERENT
11:18:09 PROJECTS.

11:18:10 THEY HAVE AGREED TO DO THAT.
11:18:12 THEY ARE GOING TO REPLACE THE LIGHTING IN THE PARKING LOT,
11:18:15 WHICH IS KIND OF OLD AND NOT VERY PRETTY.
11:18:17 SO THEY ARE GOING TO UPGRADE THAT.
11:18:19 THEN THE TWO SIGNS, THE ONE AT THE ENTRY TO THREE OAKS AND
11:18:22 ONE TO COCONUT ROAD, THEY'LL UPGRADE THE MONUMENT SIGNS TO
11:18:27 MAKE THEM -- NOT LOOK MORE MODERN, BUT NOT OLD AND DINGY
11:18:32 LIKE THEY LOOK RIGHT NOW.
11:18:35 THEY HAVE A LOT OF AMENITIES WITHIN THE PROJECT ITSELF WHICH
11:18:38 FROM A ZONING POINT OF VIEW, WE DON'T PARTICULARLY CARE
11:18:41 ABOUT, BUT I THINK THAT LEADS TO THE HIGH QUALITY OF THE
11:18:45 PROJECT.
11:18:46 THE RENT PRICES ARE GOING TO NOT BE CHEAP AT ALL.
11:18:49 THEY ARE GOING TO BE QUITE EXPENSIVE FROM SPEAKING TO THE
11:18:52 APPLICANT.
11:18:53 THEY ARE GOING TO HAVE SOME SMART FEATURES AND SOME
11:18:56 INTERESTING THINGS THAT WE'LL HEAR MORE ABOUT WHEN WE GET TO
11:18:58 PLANNING AND ZONING BOARD, I THINK.
11:19:00 AND THEN -- SO THOSE ARE THE MAIN -- THE LANDSCAPING, WHICH
11:19:05 YOU ALSO SEE IN THERE, THE LANDSCAPING ON THREE OAKS AND
11:19:10 COCONUT IS PRETTY NICE RIGHT NOW, BUT THEY ARE GOING TO

11:19:13 ENHANCE THAT.
11:19:13 SOME OF THE PLANTS ARE A LITTLE BIT DEAD.
11:19:15 SOME NEED TO BE REFURBISHED.
11:19:17 THEY ALSO AGREED TO DO THIS PARTIALLY CONTINUOUS DECORATIVE
11:19:22 WALL ALONG THREE OAKS AND COCONUT.
11:19:25 I HOPE I DIDN'T SAY CORKSCREW.
11:19:27 THREE OAKS AND COCONUT.
11:19:29 AND IT WILL BE A PARTIAL DECORATIVE WALL.

11:19:33 YOU SEE A PICTURE OF IT.
11:19:34 PRETTY ATTRACTIVE.
11:19:35 MIGHT BE SOME SEATING AREA.
11:19:37 IF PEOPLE ARE RIDING THEIR BIKES ON THREE OAKS THEY CAN PULL
11:19:41 OVER AND REST.
11:19:42 THAT WOULD BE ME BECAUSE IT'S A LONG WAYS.
11:19:45 THE LANDSCAPING WILL BE FLESHED OUT MORE AT THE TIME OF THE
11:19:50 PLANNING AND ZONING BOARD.
11:19:51 RIGHT NOW IT'S KIND OF A CONCEPTUAL SCHEMATIC.
11:19:54 IT DOESN'T HAVE ALL THE DETAILS.
11:19:55 BUT THE APPLICANT ALSO AGREED WHEN WE TALKED TO THEM ABOUT
11:19:58 THE BUILDING ITSELF AND MAKING SURE WE CAN KIND OF MINIMIZE
11:20:01 THE MASSING THAT THEY WOULD PLANT TALLER TREES ADJACENT TO
11:20:06 THE BUILDING, MAYBE SOME NICE PALMS LIKE THEY HAVE A SIMILAR
11:20:09 PROJECT IN NAPLES THAT THEY DID, AND THAT KIND OF SOFTENS
11:20:12 AND BREAKS UP THE BUILDING.
11:20:15 SO THOSE ARE THE GIST OF WHAT WE'VE BEEN TALKING TO THEM

11:20:18 ABOUT.
11:20:20 THE NEXT STEPS, IF YOU AGREE WITH THE SETTLEMENT AGREEMENT,
11:20:24 THAT GOES TO PLANNING AND ZONING.
11:20:28 I'M PLANNING TO SCHEDULE THAT FOR JULY 11.
11:20:31 THERE WILL BE TWO ITEMS AT THE PLANNING ZONING AND DESIGN
11:20:33 BOARD.
11:20:33 ONE IS THE FINAL PLAN APPROVAL THAT NANCY REFERENCED, WHICH
11:20:37 IS THAT CONCEPTUAL PLAN THAT'S KIND OF PARTIALLY BETWEEN
11:20:40 ZONING AND BEFORE THE DEVELOPMENT ORDER.
11:20:43 BUT THEY ARE ALSO WORKING ON THEIR DEVELOPMENT ORDER WHICH
11:20:45 IS THE WHOLE ENGINEERED SITE PLAN.
11:20:47 THEY HAVE BEEN WORKING ON THAT FOR THE PAST FEW MONTHS.

11:20:50 AND THEY WANT TO HAVE A PUBLIC INFORMATION MEETING OR THAT'S
11:20:53 PART OF THIS AGREEMENT IS THEY'LL HAVE A PUBLIC INFORMATION
11:20:56 MEETING SO THEY CAN EXPLAIN TO ANYBODY FROM THE PUBLIC
11:20:59 THAT'S INTERESTED WHAT THE DETAILS WILL BE OF THE PROJECT.
11:21:02 SO THE ARCHITECTURE, THE LANDSCAPING, THE SITE PLAN LAYOUT.
11:21:07 SO PEOPLE CAN COME TO THAT MEETING AND ASK QUESTIONS.
11:21:11 I'VE ALREADY GOTTEN -- I DON'T KNOW IF YOU'VE SEEN SOME
11:21:13 E-COMMENTS.
11:21:15 I'VE GOTTEN PROBABLY HALF A DOZEN.
11:21:18 THEY ARE JUST STARTING TO COME IN.
11:21:19 QUESTIONS ABOUT HOW THE GARBAGE IS BEING HANDLED.
11:21:21 IS THERE A TRASH COMPACTOR?
11:21:23 JUST VARIOUS THINGS LIKE THAT.

11:21:27 SO THOSE ARE THE DETAILED QUESTIONS THAT PEOPLE WILL BE ABLE
11:21:29 TO ASK AND HOPEFULLY THE APPLICANT CAN EXPLAIN A LITTLE BIT
11:21:33 MORE.
11:21:33 SO THAT'S HOW THAT MEETING IS GOING TO WORK.
11:21:35 BUT I DO WANT TO SAY, AND THIS IS IMPORTANT BECAUSE I THINK
11:21:40 WHEN NANCY BROUGHT IT UP, WE ARE CONSTRAINED BY THE LEE
11:21:43 COUNTY ZONING, WHICH APPROVED A WIDE VARIETY OF USES AND
11:21:46 EVEN THOUGH THE TOWN CENTER BUILT OUT AS COMMERCIAL,
11:21:50 UNDERLYING IN THE ZONING WERE VERY MANY USES.
11:21:53 MULTIFAMILY, HOTELS, ALL KINDS OF THINGS.
11:21:56 SO AT THE MEETING, AT THE PLANNING AND ZONING BOARD MEETING,
11:22:01 WE WILL NOT BE DISCUSSING, IF SOMEBODY COMES AND SAYS, WE
11:22:05 DON'T WANT APARTMENTS THERE.
11:22:06 THAT'S NOT REALLY GOING TO BE PART OF THE DISCUSSION BECAUSE
11:22:09 THE APARTMENTS ARE LISTED 158 UNITS ARE LEFT AND THEY CAN
11:22:14 BUILD FOUR-STORY, 50 FEET.

11:22:16 THOSE KIND OF QUESTIONS WE'LL TRY TO MAKE AN ANNOUNCEMENT UP
11:22:21 FRONT.
11:22:22 IT'S NOT A REZONING HEARING.
11:22:24 IT'S NOT A REZONING HEARING.
11:22:26 IT'S MORE ABOUT THE SITE PLAN.
11:22:34 >>Jim Ward: I WANTED MARY TO HAVE THE OPPORTUNITY TO PRESENT
11:22:37 THE ENHANCEMENTS THAT HAVE BEEN NEGOTIATED AND APPROVED BY
11:22:41 THE DEVELOPER IN GETTING TO THIS POINT.
11:22:44 WHAT I WANTED TO DO WAS THANK NANCY, MARY, AND STEVE FOR THE

11:22:49 TIME AND THE EFFORT THEY HAVE PUT INTO THIS PROJECT OVER THE
11:22:52 LAST THREE YEARS BECAUSE AS BOTH NANCY AND MARY HAVE
11:22:56 INDICATED, THEY WERE ESSENTIALLY DEALING WITH A SITUATION
11:23:00 WHERE THEY WERE TRYING TO FIGHT A SITUATION WHERE THEY HAD
11:23:03 BOTH HANDS TIED BEHIND THEIR BACKS BECAUSE OF PRIOR
11:23:07 NEGOTIATIONS WITH A PRIOR DEVELOPMENT ORDER WITH LEE COUNTY.
11:23:10 THAT'S A SITUATION WE'LL FACE AS A COUNCIL DOWN THE ROAD IN
11:23:16 OTHER DEVELOPMENTS THAT COME BEFORE US.
11:23:21 BUT THE POINT HERE IS THAT WHEN A DEVELOPER INITIALLY CAME
11:23:24 TO US, THEY DID NOT WANT TO GO TO THE PLANNING ZONING BOARD.
11:23:27 THEY WANTED AN ADMINISTRATIVE HEARING AND END IT AT THAT
11:23:31 POINT.
11:23:32 WE WERE SUCCESSFUL IN GETTING THEM TO THE POINT WHERE THEY
11:23:35 WILL NOW COME BEFORE THE PLANNING AND ZONING BOARD WHERE THE
11:23:38 ZONING BOARD WILL HAVE AN OPPORTUNITY TO ASK QUESTIONS, MAKE
11:23:42 RECOMMENDATIONS.
11:23:43 BUT MORE IMPORTANTLY, THE RESIDENTS WILL HAVE THE
11:23:45 OPPORTUNITY TO PARTICIPATE IN THE PROCESS.
11:23:49 I THINK TWO VERY IMPORTANT THINGS HAVE HAPPENED HERE.
11:23:52 ONE THE ABILITY FOR THE RESIDENTS AND THE PLANNING AND

11:23:55 ZONING BOARD TO HAVE A SAY IN THE FINAL OUTCOME OF THIS
11:23:58 PROJECT.
11:23:59 BUT MORE IMPORTANTLY, ENHANCEMENTS THAT WERE MADE TO THE
11:24:02 PROJECT ARE VERY SIGNIFICANT COMPARED TO WHAT WE SAW TWO OR
11:24:07 THREE YEARS AGO WHEN IT WAS FIRST PRESENTED TO US.

11:24:11 WE HAD THE OPPORTUNITY TO PRESENT THIS PLAN AT THE BROOKS
11:24:14 COUNCIL OF PRESIDENTS BECAUSE THE BROOKS IS VERY MUCH
11:24:17 INVOLVED AND HAS BEEN VERY MUCH INVOLVED IN THIS PROCESS
11:24:22 OVER THE LAST THREE YEARS.
11:24:23 WHILE THEY STOP SHORT OF FIRMLY ENDORSING IT BECAUSE THEY
11:24:27 ARE REALLY RESPONSIBLE TO THEIR RESIDENTS AND THE RESIDENTS
11:24:31 ESSENTIALLY WANTED SOMETHING DIFFERENT.
11:24:33 BUT THEY UNDERSTOOD THE RAMIFICATIONS OF WHERE WE WERE.
11:24:36 UNDERSTOOD THE RAMIFICATIONS OF CONTINUING THE LEGAL PROCESS
11:24:41 WHICH WOULD LIKELY HAVE BEEN NOT IN OUR FAVOR AND WOULD HAVE
11:24:45 ENDED UP WITH A PROJECT THAT WOULD HAVE BEEN LESS DESIRABLE
11:24:48 THAN WE HAVE TODAY.
11:24:49 I THINK IT'S IMPORTANT FOR US AS A COUNCIL AND FOR THE
11:24:53 COMMUNITY AT LARGE TO UNDERSTAND THE WORK THAT WENT INTO
11:24:57 THIS TO GET US TO THIS POINT BY THE VILLAGE COUNCIL AND
11:25:01 VILLAGE STAFF.
11:25:02 SO THANK YOU FOR THAT.
11:25:07 >>Mayor McLain: ANY OTHER COMMENTS?
11:25:08 I'D LIKE TO ECHO JIM'S THOUGHTS.
11:25:12 I'VE BEEN HERE THE WHOLE TIME SINCE WE FIRST STARTED THIS.
11:25:15 AND I THINK THE CONCLUSION IS GOOD.
11:25:19 I'M SURE WE'LL GET SOME COMMENTS, AS JIM HAD INDICATED.
11:25:23 I LOOK AT THE PLAN AND I THINK IT LOOKS REALLY WELL.
11:25:27 I DO THINK, YOU TALKED ABOUT THE SIGNAGE BEING DATED.

11:25:31 THE WHOLE SHOPPING CENTER IS DATED.

11:25:33 SO I THINK A NEW COAT OF PAINT AND NEW SIGNS THERE ALSO WILL
11:25:38 BE AN ENHANCEMENT.
11:25:40 WHAT I DON'T SEE IS A PLAN TO MAYBE CHANGE THE SURFACE OF
11:25:45 THE PARKING LOTS AND MAYBE THE MEDIANS THAT ARE IN THERE.
11:25:49 I THINK THEY ARE ALL DATED.
11:25:51 I GO IN THERE, I USE SOME OF THE SERVICES IN THAT SHOPPING
11:25:55 CENTER TODAY, AND WITH THIS BIG BUILDING BEING IN THERE AND
11:26:01 LANES GOING THERE, I WOULD RECOMMEND AND TRY TO WORK INTO
11:26:03 THE PLAN EITHER RESURFACE OR THEY DO THIS BLACK COAT AND
11:26:10 RESTRIPING.
11:26:15 YOU HAVEN'T GOTTEN THE DETAILED LANDSCAPING.
11:26:18 THE MEDIANS WITHIN THE PARKING LOT PROBABLY NEED NEW
11:26:21 LANDSCAPING IN THERE ALSO AND A REFRESH BECAUSE THEY HAVE
11:26:24 PROBABLY BEEN THERE FOR SEVERAL YEARS.
11:26:26 THE BUILDING WILL SPEAK FOR ITSELF.
11:26:28 IT WILL BE A BEAUTIFUL BUILDING FROM THE RENDERINGS THAT
11:26:30 I'VE SEEN.
11:26:31 IT JUST MAKES SENSE TO ME TO COMPLETE THE PROJECT
11:26:34 APPROPRIATELY, LET'S REFRESH THE WHOLE THING AND START NEW
11:26:39 AND NOT HAVE TO GO BACK IN TWO YEARS AND RESURFACE THINGS.
11:26:42 OTHER THAN THAT, I THINK WE'RE GOOD.
11:26:46 ANY OTHER COMMENTS?
11:26:48 >>Mary Gibbs: MAY I ADD SOMETHING?
11:26:50 THE APPLICANT, ONE OF THE REPRESENTATIVES IS HERE THIS
11:26:53 MORNING, SUSAN WATTS, IN THE CORNER.

11:26:56 I DID SPEAK TO HER BRIEFLY THIS MORNING ABOUT RESURFACING
11:26:59 THE PARKING LOT BECAUSE, OBVIOUSLY, WHEN THE APARTMENTS WILL

11:27:04 BE CONSTRUCTED IT TAKES UP PART OF THE PARKING LOT.
11:27:07 SHE SAID THAT WILL BE SOMETHING WE'LL TALK ABOUT WHEN WE GO
11:27:09 IN WITH THE DEVELOPMENT ORDER AT THE PLANNING ZONING AND
11:27:12 DESIGN BOARD.
11:27:13 THEY CAN LOOK AT THAT.
11:27:15 >>Mayor McLain: GOOD.
11:27:16 IT'S THEIR PROJECT SO THEY WANT TO DO IT RIGHT.
11:27:20 HOPEFULLY THEY'LL STEP UP TO THE PLATE.
11:27:22 NO OTHER QUESTIONS, WE'LL GO TO PUBLIC COMMENTS.
11:27:26 CLERK, DO WE HAVE ANY PUBLIC COMMENTS?
11:27:29 >>Tammy Duran: WE HAVE ONE CARD AND WE DID GET E-COMMENTS
11:27:32 FOR THIS ONE.
11:27:32 MARY.
11:27:47 >> THANK YOU.
11:27:48 I'M MARY O'CONNOR.
11:27:49 I LIVE AT SHADOW WOOD IN THE BROOKS.
11:27:51 I WANT TO THANK YOU FOR WORKING WITH THE PEOPLE IN THE
11:27:55 BROOKS.
11:27:55 I DON'T REPRESENT THEM AT ALL.
11:27:56 I JUST REPRESENT MYSELF.
11:27:58 BUT I AM A LITTLE CONFUSED BECAUSE I THOUGHT THAT PROPERTY
11:28:03 WAS SET ASIDE ORIGINALLY INITIALLY BY THE DEVELOPER FOR THE
11:28:08 BENEFIT OF THE BROOKS AND THEN, SECOND, THE OTHER INTENTION

11:28:14 WAS TO LIMIT OUTSIDE TRAFFIC SO THAT IT WOULD BE MORE
11:28:19 INTERNAL TRAFFIC AGAIN FOR THE BENEFIT OF THE BROOKS.
11:28:23 I DON'T THINK THIS PROPOSAL DOES EITHER ONE.
11:28:29 AND MAYBE MY BONE TO PICK IS WITH LEE COUNTY AND I WILL
11:28:34 CHECK INTO THAT.
11:28:35 I WORRY THAT WE'RE LOSING THE CHARACTER AND VISION FOR THE

11:28:41 VILLAGE OF ESTERO WHEN WE'RE PUTTING IN HIGH DENSITY
11:28:44 HOUSING, EVEN THOUGH IT IS ZONED FOR SOMETHING LIKE THAT.
11:28:48 FOUR-STORY BUILDINGS, 16 DEVIATIONS FROM WHAT I'VE READ.
11:28:55 WE'RE LOSING OUR BOULEVARDS.
11:28:58 WE'RE LOSING THE FEEL AND THE CHARACTER OF THE VILLAGE OF
11:29:00 ESTERO.
11:29:02 I CAN SEE SOME OF THIS BEING CONDUCTED IN NAPLES OR IN FORT
11:29:06 MYERS OR ORLANDO, BUT I MOVED TO ESTERO FOR A COMPLETELY
11:29:12 DIFFERENT REASON AND THE CHARACTER OF ESTERO APPEALED TO ME
11:29:16 VERY MUCH.
11:29:16 PLEASE DON'T IGNORE THE PEOPLE IT'S GOING TO AFFECT THE MOST
11:29:24 IN THE BROOKS.
11:29:26 AND I HOPE YOU'LL CONSIDER THE ORIGINAL INTENT FOR THAT
11:29:29 PROPERTY AND TRY HARD TO KEEP THE CHARACTER AND VISION FOR
11:29:34 THE VILLAGE.
11:29:35 THANK YOU VERY MUCH.
11:29:36 >>Mayor McLain: THANK YOU, MARY.
11:29:37 ANY OTHER COMMENTS?
11:29:40 I WILL NOW ENTERTAIN A MOTION --

11:29:44 >> SORRY.
11:29:44 CAN I ADD ONE THING?
11:29:46 I'M ON THE CDD, AND ONE OF THE THINGS THAT WE DISCUSSED AND
11:29:51 HAVE BEEN DISCUSSING IS HOW TO PAY FOR THE SIDEWALKS ALONG
11:30:00 COCONUT, ALONG THREE OAKS BECAUSE THAT'S A CONSTANT THING.
11:30:07 I WOULD LIKE TO KNOW, I GUESS, IF THIS DEVELOPER IS GOING TO
11:30:12 ALSO INCLUDE, WILL HE TAKE PART, WILL THEY TAKE PART IN
11:30:20 REPAIR OF THE SIDEWALKS.
11:30:22 THANK YOU.
11:30:23 >>Mayor McLain: MARY, DO YOU WANT TO ADDRESS THAT?

11:30:25 LOOKS LIKE YOU'RE ANXIOUS TO STAND UP.
11:30:29 ME TOO.
11:30:29 >>Mary Gibbs: BECAUSE I'VE BEEN SITTING A LONG TIME.
11:30:31 WELL, WHEN WE MET WITH THE BROOKS' REPRESENTATIVES, THE CDD
11:30:38 QUESTIONS CAME UP, BUT THEY HAD SOME QUESTIONS ABOUT HOW
11:30:41 THAT WAS GOING TO WORK.
11:30:41 BUT THAT'S NOT REALLY RELATED TO THIS -- TO OUR ISSUE AT
11:30:45 ALL.
11:30:45 IT'S BETWEEN THE CDD AND THE OTHER DEVELOPERS THAT WILL BE
11:30:52 IN THE CDD.
11:30:53 SO WE REFERRED THEM TO THEIR ATTORNEY.
11:30:56 THEY REALLY NEED TO SPEAK TO THEIR ATTORNEY TO SEE HOW THE
11:30:58 SIDEWALK ISSUE WILL BE HANDLED BECAUSE IT'S NOT SOMETHING
11:31:01 THAT WILL BE PART OF THE VILLAGE DEVELOPMENT ORDER OR
11:31:06 ZONING.

11:31:06 >>Mayor McLain: THANK YOU FOR CLARIFYING THAT.
11:31:08 NO OTHER QUESTIONS OR COMMENTS, I'LL ENTERTAIN A MOTION
11:31:14 REGARDING THIS ITEM.
11:31:16 >> SO MOVED.
11:31:17 >>Mayor McLain: COUNCILMAN FIESEL MADE THE MOTION.
11:31:19 SECONDED BY LORI FAYHEE.
11:31:26 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL.
11:31:32 >>George Zalucki: AYE.
11:31:33 >>Jim Ward: AYE.
11:31:35 >>Rafael Lopez: AYE.
11:31:37 >>Lori Fayhee: AYE.
11:31:38 >>Larry Fiesel: AYE.
11:31:40 >>Mayor McLain: AYE.
11:31:41 NEXT ON THE AGENDA IS ITEM 10A, THE FIRST READING OF

11:31:46 ORDINANCE NUMBER 2023-06.
11:31:55 MADAM CLERK, HAS THE ORDINANCE BEEN PROPERLY ADVERTISED?
11:31:58 >>Tammy Duran: YES.
11:31:59 >>Mayor McLain: WILL THE CLERK PLEASE READ THE TITLE OF THE
11:32:02 ORDINANCE?
11:32:02 >>Tammy Duran: AN ORDINANCE OF THE VILLAGE COUNCIL OF THE
11:32:05 VILLAGE OF ESTERO, FLORIDA, CONSIDERING A REZONING FROM
11:32:08 MIXED-USE PLANNED DEVELOPMENT TO ESTERO PLANNED DEVELOPMENT
11:32:11 FOR A 45.6-ACRE PARCEL ON THE NORTHWEST CORNER OF U.S. 41
11:32:18 AND COCONUT ROAD; PROVIDING FOR CONFLICTS; PROVIDING FOR
11:32:21 SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

11:32:28 >>Mayor McLain: THANK YOU.
11:32:28 STEVE, WOULD YOU LIKE TO INTRODUCE THIS ITEM?
11:32:31 >>Steven Sarkozy: THANK YOU, MAYOR, MEMBERS OF COUNCIL.
11:32:32 THIS IS A LARGE REZONING PROJECT COMING BEFORE COUNCIL, AND
11:32:35 THIS IS THE FIRST READING.
11:32:37 THE PROPOSED SECOND READING WOULD OCCUR ON JULY 5th OF
11:32:41 THIS YEAR.
11:32:42 THIS IS A 45-ACRE SITE THAT WAS ORIGINALLY OWNED IN THE
11:32:48 RECENT PAST BY LEE HEALTH.
11:32:51 LEE HEALTH WENT THROUGH A PLANNING PROCESS UTILIZING AN
11:32:55 OUTSIDE CONSULTING FIRM OUT OF MIAMI CALLED DOVER, KOHL.
11:33:00 THAT PROJECT WAS -- HAD CONSIDERABLE PUBLIC INVOLVEMENT AND
11:33:07 WAS PLANNING TO COME TO THE VILLAGE COUNCIL SOME YEARS AGO.
11:33:10 HOWEVER, LEE HEALTH DECIDED TO, INSTEAD HAD OF DEVELOPING IT
11:33:15 THEMSELVES, THEY DECIDED TO SELL THE PROPERTY.
11:33:18 THE NEW OWNER IS WITH US TODAY WITH SOMEWHAT A VERY SIMILAR
11:33:24 PROJECT, SUBSTANTIALLY SIMILAR, IN FACT.
11:33:26 THIS FIRST READING EFFORT IS AN OPPORTUNITY FOR US TO GET A

11:33:33 FIRST GLANCE AT THE PROJECT AND MAKE ANY COMMENTS.
11:33:36 I'D LIKE TO TURN IT OVER TO MARY FOR A DESCRIPTION OF THE
11:33:42 PROJECT AND THEN OPEN IT UP FOR PUBLIC AND COUNCIL REVIEW.
11:33:47 >>Mary Gibbs: SO AS STEVE SAID, THIS PROPERTY IS ASKING FOR
11:33:50 A REZONING FOR A MIXED USE PLANNED DEVELOPMENT.
11:33:53 THEY'VE GOT PROPOSED 596 MULTIFAMILY UNITS, 82,000 SQUARE
11:34:00 FEET OF WHAT WOULD BE RETAIL AND DINING, 42,000 SQUARE FEET

11:34:04 OF OFFICE, HOTEL WITH ABOUT 260 ROOMS, AND THERE ARE SOME
11:34:11 PUBLIC PARK AND CIVIC USES ALSO.
11:34:13 THEY ARE REZONING THIS BECAUSE THE PROPERTY IS ALREADY ZONED
11:34:16 FOR MIXED USE, BUT IT'S GOT A SITE PLAN THAT HAS COMMERCIAL
11:34:20 IN THE FRONT AND LIGHT INDUSTRIAL IN THE BACK.
11:34:22 SO THE SITE PLAN AND THE ZONING PARAMETERS DO NOT WORK FOR
11:34:26 THIS PROJECT, SO THEY'VE GOT TO REZONE IT.
11:34:29 SO WE HAD A MEETING AT PLANNING ZONING AND DESIGN BOARD JUNE
11:34:33 13th.
11:34:34 IT WAS A VERY LONG MEETING.
11:34:36 IT WENT PAST MY BEDTIME, WHICH, BY THE WAY, IS QUITE EARLY.
11:34:40 AFTER QUITE A BIT OF DISCUSSION, PLANNING ZONING AND DESIGN
11:34:44 BOARD RECOMMENDED APPROVAL 4-0.
11:34:47 WE BARELY HAD A QUORUM, SO IT WAS A LITTLE BIT DICEY.
11:34:51 THEY ADDED SOME ADDITIONAL CONDITIONS.
11:34:53 SO WE TRIED TO INTERSPERSE THEM IN THE ORDINANCE.
11:34:58 I HAD TO DRAFT UP THE ORDINANCE WITH THE STAFF CONDITIONS,
11:35:01 THE CHANGES MADE BY PLANNING ZONING AND DESIGN BOARD.
11:35:04 SO IF YOU LOOK IN YOUR PACKET, I'VE GOT SOME LITTLE NOTES IN
11:35:09 RED THAT SAY HERE THIS CONDITION WAS MODIFIED.
11:35:12 THE PLANNING ZONING AND DESIGN BOARD OR THIS CONDITION IS
11:35:16 STILL UNDER REVIEW AND MAY BE CHANGED BECAUSE SEVERAL THINGS

11:35:21 CAME UP, SO WE HAD TO KIND OF SIT BACK AND SAY, OKAY, HOW
11:35:25 ARE WE GOING TO REVISE THESE CONDITIONS?
11:35:27 SO WE ARE STILL -- IT'S A WORK IN PROGRESS.

11:35:32 WE'RE STILL MAKING SOME REVISIONS.
11:35:34 THE MAIN ISSUES I THINK THAT WE'RE LOOKING AT REVISING MAY
11:35:38 BE THE STORMWATER CONDITION.
11:35:40 THERE IS A CONDITION ON PHASING THAT WE'RE STILL TRYING TO
11:35:42 FINE TUNE, AND THEN THE TRANSPORTATION CONDITIONS BECAUSE
11:35:46 THERE WAS A LOT OF DISCUSSION ABOUT TRAFFIC ISSUES AT THE
11:35:48 MEETING.
11:35:49 WE ARE TRYING TO FINE TUNE THEM.
11:35:55 WE'LL BRING BACK TO YOU, REVISE THE ORDINANCE AGAIN BEFORE
11:35:58 WE COME BACK TO THE JULY 5th PUBLIC HEARING.
11:36:00 WE DID GET A FEW E-COMMENTS.
11:36:07 THEY ARE STARTING TO COME IN.
11:36:08 I THINK WE GOT FIVE OR SIX.
11:36:10 WE INCLUDED THE ONES THAT HAD BEEN SENT TO PLANNING ZONING
11:36:13 AND DESIGN BOARD.
11:36:13 THEY ARE IN YOUR PACKET NOW.
11:36:15 WE HAVE MORE, BUT TODAY IS NOT THE PUBLIC HEARING.
11:36:19 SO WHAT WE ARE ASKING IS IF YOU HAVE ANY QUESTIONS OR ANY
11:36:24 ISSUES YOU'D LIKE THE APPLICANT TO ELABORATE ON AT THE
11:36:27 PUBLIC HEARING, IF YOU WANT TO LET US KNOW NOW, GIVE US SOME
11:36:31 HINTS, THESE ARE THE THINGS THAT YOU WOULD LIKE MORE
11:36:33 INFORMATION ON OR HERE ARE SOME THINGS YOU WOULD LIKE TO
11:36:35 HAVE DISCUSSED AT THE MEETING OR SOME QUESTIONS, THIS WOULD
11:36:37 BE A GOOD TIME BECAUSE WE DO HAVE THE APPLICANT HERE TODAY.
11:36:41 THEY WILL BE TAKING NOTES.

11:36:43 AGAIN, IT'S NOT A PUBLIC HEARING, SO WE'RE NOT TAKING PUBLIC
11:36:45 INPUT, BUT ANYTHING THAT YOU WOULD LIKE US TO MAKE SURE WE
11:36:49 ADDRESS ON JULY 5th, PLEASE LET US KNOW.
11:36:56 >>Mayor McLain: ANY QUESTIONS?
11:36:58 >>Larry Fiesel: AS WE JUST SAW ON THE RESIDENCES AT THE
11:37:02 BROOKS, WE HAD ENCUMBRANCES ON US BECAUSE OF THE LEE COUNTY
11:37:06 ZONING IN PREVIOUS YEARS.
11:37:07 IS THIS PIECE OF PROPERTY UNDER OUR COMPLETE CONTROL OR DO
11:37:10 WE HAVE ANYTHING THAT WE'VE INHERITED FROM LEE COUNTY
11:37:14 PREVIOUS?
11:37:16 >>Mary Gibbs: THE ONE THING THAT WILL COME UP IS THAT THEY
11:37:18 HAVE APPROVAL FOR -- THERE IS AN UNDERLYING ZONING THAT'S
11:37:21 THE KIND OF COMMERCIAL IN THE FRONT AND THE INDUSTRIAL IN
11:37:24 BACK.
11:37:25 I'M GOING TO TALK ABOUT THAT MORE AT THE PUBLIC HEARING.
11:37:28 NOBODY HAS BEEN ABLE TO REALLY MAKE THAT SITE PLAN WORK, BUT
11:37:31 THEY DO HAVE SOME SQUARE FOOTAGE ENTITLEMENTS.
11:37:34 THE ZONING RUNS WITH THE LAND, SO IT DOESN'T GO AWAY.
11:37:37 SO IT'S NOT REALLY LIKE A BLANK SLATE, BUT IT'S A LITTLE BIT
11:37:40 DIFFERENT FROM THE BROOKS BECAUSE THEY ARE CHANGING THE SITE
11:37:43 PLAN AND CHANGING IT AROUND, ASKING FOR DIFFERENT USES.
11:37:46 SO I'LL EXPLAIN THAT MORE AT THE PUBLIC HEARING.
11:37:51 >>Larry Fiesel: I DON'T KNOW IF THIS IS TO BE DISCUSSED AT
11:37:53 THIS POINT OR SOMETIME LATER DOWN THE ROAD, BUT THEY DID
11:37:57 BRING UP THE INTERSECTION AT WALDEN CENTER DRIVE BECOMING A

11:38:02 SIGNALIZED INTERSECTION AS IS IN THE PROPOSAL RIGHT NOW,
11:38:06 WE'RE LOOKING AT A ROUNDABOUT CONFIGURATION.
11:38:09 SIGNAL OBVIOUSLY IS A SIGNAL THAT THE DEVELOPER WOULD HAVE
11:38:13 IN THEIR PACKAGE.

11:38:16 THE ROUNDABOUT HOWEVER WOULD BECOME A PART OF THE VILLAGE
11:38:18 ROAD.
11:38:19 SO I JUST NEED TO KNOW HOW THAT ROUNDABOUT GETS -- DOES THAT
11:38:24 BECOME THE VILLAGE'S RESPONSIBILITY OR --
11:38:27 >>Mary Gibbs: THE WAY WE'RE WORKING OUT THE CONDITION, THAT
11:38:31 IS SITE RELATED.
11:38:32 IT BECOMES THE APPLICANT'S RESPONSIBILITY.
11:38:34 BUT PLANNING AND ZONING BROUGHT UP THE ROUNDABOUT.
11:38:37 WE INITIALLY LOOKED AT A ROUNDABOUT.
11:38:39 OUR ENGINEERS DIDN'T THINK THE ROUNDABOUT -- THEY THOUGHT
11:38:41 THAT WAS GOING TO BACK UP TRAFFIC MORE.
11:38:43 THEIR ENGINEER DIDN'T THINK IT WAS.
11:38:45 SO WE'RE TRYING TO WORK THROUGH THAT TO SEE WHAT IS THE
11:38:49 BETTER ALTERNATIVE.
11:38:51 DAVID WILLEMS IS GOING TO BE LOOKING AT THAT, EXCEPT HE'S
11:38:54 NOT HERE THIS WEEK.
11:38:55 SO THIS IS ONE OF THESE EVOLVING CONDITIONS THAT WE'LL COME
11:38:58 BACK ON JULY 5th AND HOPEFULLY HAVE SOME MORE INFORMATION
11:39:01 ABOUT THAT.
11:39:01 THE ENGINEER ON THE PLANNING ZONING AND DESIGN BOARD THOUGHT
11:39:07 THAT A ROUNDABOUT WOULD WORK, BUT THE RIGHT-OF-WAY IS

11:39:10 CONSTRAINED.
11:39:11 SO THERE WERE A LOT OF TECHNICAL ISSUES THAT NEED TO BE
11:39:14 LOOKED AT.
11:39:16 >>Mayor McLain: I WOULD LIKE TO, BEFORE WE OPEN IT UP TO
11:39:19 COUNCIL, I WOULD JUST LIKE TO MAKE A FEW COMMENTS AND THEN
11:39:23 HAVE COUNCIL MEMBERS MAYBE ADDRESS ANY ISSUES, QUESTIONS, OR
11:39:29 RECOMMENDATIONS FOR THE DEVELOPER.
11:39:32 I JUST WANTED TO MAKE A FEW STATEMENTS.

11:39:35 THE WOODFIELD DEVELOPMENT IS PART OF THE VILLAGE CENTER AND
11:39:40 THEREFORE WILL OBVIOUSLY BE A VERY PROMINENT LANDMARK IN THE
11:39:46 VILLAGE OF ESTERO.
11:39:47 IT'S EXTREMELY IMPORTANT THAT WE COLLECTIVELY, WHEN I SAY
11:39:50 COLLECTIVELY, I MEAN COUNCIL, PLANNING BOARD AND ZONING
11:39:54 BOARD AND THE DEVELOPER, WE ALL WORK TOGETHER TO ADDRESS ANY
11:39:57 ISSUES THAT IMPACT THE QUALITY OF LIFE OF OUR CITIZENS.
11:40:00 AND ANYTHING WE DO NOW AT THIS POINT I THINK IN THE VILLAGE
11:40:03 OF ESTERO CAN GOING TO HAVE IMPACT.
11:40:05 WE OBVIOUSLY WANT TO BALANCE THE IMPACTS TO BE MORE
11:40:08 FAVORABLE THAN UNFAVORABLE.
11:40:11 AND THERE'S A LOT OF UNRESOLVED ISSUES THAT MARY HAS ALREADY
11:40:15 ADDRESSED THAT'S A LOT OF WORK NEEDS TO BE DONE BETWEEN NOW
11:40:18 AND JULY 5th.
11:40:21 IT'S THE EXPECTATION THAT THE VILLAGE LEADERSHIP WILL
11:40:24 PROTECT THE QUALITY OF LIFE THAT MAKES ESTERO THE BEST PLACE
11:40:27 TO LIVE IN ALL OF SOUTHWEST FLORIDA AND A PLACE THAT WE CALL

11:40:31 HOME.
11:40:31 I THINK MOST OF THE COUNCIL MEMBERS, IF NOT ALL, AND MYSELF
11:40:36 INCLUDED, I WATCHED THE ENTIRE MARATHON SESSION WITH THE
11:40:40 PLANNING AND ZONING BOARD.
11:40:42 I AGREE WITH THE PLANNING AND ZONING BOARD THAT IF THIS
11:40:45 PROJECT IS EXECUTED PROPERLY, IT WILL BE A GREAT ADDITION TO
11:40:48 THE VILLAGE.
11:40:50 HOWEVER, I, AND I'M SURE MY FELLOW COUNCIL MEMBERS, HAVE
11:40:54 SEVERAL QUESTIONS AND CONCERNS THAT NEED TO BE RESOLVED
11:40:57 BEFORE THE SCHEDULED SECOND READING ON JULY 5th.
11:41:01 I KNOW I MADE THIS STATEMENT AND SAID I LIKE FAST, AS
11:41:06 INDICATED EARLIER IN SOME OF THE OTHER PROJECTS, BUT I ALSO

11:41:08 LIKE RIGHT BETTER.
11:41:12 SO I LIKE IT FAST BUT DOING IT RIGHT IS MAYBE A BETTER
11:41:15 CHOICE THAN JUST FAST.
11:41:16 IN ORDER TO FACILITATE THE DEVELOPER'S TIMETABLE, AT LEAST
11:41:23 FROM MY EXPERIENCE, OUR FIRST READINGS HAVE BEEN PRETTY
11:41:27 QUICK FIRST READINGS.
11:41:28 I WOULD SAY THAT TODAY THAT WE EITHER -- MAYBE IT'S NOT A
11:41:32 DEVIATION, BUT MAYBE CHANGE THE FORMAT ON THIS FIRST READING
11:41:36 TO HAVE COUNCIL OPENLY SURFACE ANY QUESTIONS THAT THEY MAY
11:41:40 HAVE REGARDING THIS DEVELOPMENT PROPOSAL AND ANY
11:41:44 RECOMMENDATIONS.
11:41:45 I'M GOING TO HOLD OFF ON MY COMMENTS TO ALLOW COUNCIL
11:41:48 MEMBERS THE OPPORTUNITY TO EXPRESS THEIR THOUGHTS.

11:41:54 AND THEN I'VE GOT SEVERAL QUESTIONS OF MY OWN.
11:41:56 THAT'S THE PROCESS I WOULD LIKE TO USE TODAY.
11:41:59 DOES ANYBODY HAVE ANY OBJECTIONS TO MOVING FORWARD WITH
11:42:01 THAT?
11:42:02 IF NOT, I'LL OPEN IT UP TO COUNCIL MEMBERS.
11:42:07 JIM, GO AHEAD.
11:42:09 >>Jim Ward: THANK YOU.
11:42:09 THERE'S BEEN A LOT OF CONCERN RAISED IN THE COMMUNITY IN THE
11:42:14 LAST COUPLE OF WEEKS REGARDING THIS PROJECT.
11:42:17 IT'S A LOT OF DISCUSSION ON SOCIAL MEDIA BOARDS RELATIVE TO
11:42:23 THIS.
11:42:24 A PRIMARY CONCERN IS TWOFOLD.
11:42:27 ONE, TRAFFIC AND THE IMPACT ON INFRASTRUCTURE OF THE
11:42:31 SURROUNDING COMMUNITY ON COCONUT ROAD AND 41.
11:42:34 SO THAT'S A PRIMARY CONSIDERATION I THINK THAT WE NEED TO
11:42:38 ADDRESS IN TERMS OF ENSURING THAT WE HAVE A PROPER TRAFFIC

11:42:43 STUDY DONE TO ENSURE WE UNDERSTAND THE RAMIFICATIONS NOT
11:42:46 ONLY OF THIS PROJECT, BUT OF THE PROJECT THAT'S GOING ON
11:42:50 WEST OF THIS PROJECT AT THE LONDON BAY.
11:42:53 I KNOW THEY ARE TWO DIFFERENT PROJECTS BUT THEY'LL ALL COME
11:42:57 DOWN COCONUT ROAD.
11:42:58 SO I THINK IT'S IMPORTANT TO UNDERSTAND THE IMPACT THAT
11:43:01 WE'RE GOING TO HAVE ON TRAFFIC AND INFRASTRUCTURE,
11:43:05 PARTICULARLY ON THE COCONUT ROAD AREA.
11:43:08 THE SECOND IS DENSITY.

11:43:10 THE RESIDENTS SEEM TO THINK THAT THE DENSITY IS FAR IN
11:43:14 EXCESS OF WHAT SHOULD BE ON THAT LIMITED PROPERTY.
11:43:19 I THINK WE NEED TO ADDRESS SOME OF THAT, PARTICULARLY AS YOU
11:43:22 LOOK AT THE DEVIATIONS THAT HAVE BEEN REQUESTED AND WHETHER
11:43:25 THOSE DEVIATIONS EXACERBATE THE PROBLEM OF DENSITY ON THE
11:43:31 PROPERTY.
11:43:32 SO I THINK THOSE ARE TWO THINGS I'D LIKE TO SEE THE
11:43:36 DEVELOPER ANSWER AS WE GO THROUGH THIS PROCESS.
11:43:40 THAT'S MY THOUGHTS ON IT AT THIS POINT.
11:43:43 >>Mayor McLain: ANY OTHER COMMENTS?
11:43:46 >>George Zalucki: YES, I ALSO WATCHED THE ENTIRE MARATHON
11:43:49 SESSION, EXCEPT I WATCHED IT IN THREE DIFFERENT CLUMPS.
11:43:52 SO THEY SAY THE BEST WAY TO EAT AN ELEPHANT IS ONE BITE AT A
11:43:56 TIME AND THAT'S WHAT I DID.
11:43:57 HOWEVER, I DID TAKE SOME GOOD NOTES.
11:44:00 JUST MY OBSERVATION FOR THE DEVELOPMENTAL TEAM TO CONSIDER
11:44:04 AT THE NEXT MEETING.
11:44:05 FIRST OF ALL, LET ME GO ON RECORD SAYING I DO EMBRACE THE
11:44:08 DEVELOPMENT AND ITS CONCEPT.
11:44:10 I REALLY DO.

11:44:11 I THINK IT FITS WELL INTO THE EPD IN THE VILLAGE CENTER
11:44:16 VISION THAT WE HAVE HERE.
11:44:17 THE CONCERNS I HAVE PRIMARILY RELATE TO TRAFFIC AND SAFETY.
11:44:19 AND I THINK THAT IS A COMMON THING YOU'RE PROBABLY HEARING.
11:44:23 HERE ARE THE FACTS THAT I GARNERED FROM VIEWING THE MEETING.

11:44:26 I'LL JUST GO THROUGH THESE BULLET POINTS VERY QUICKLY FOR
11:44:30 YOU TO CONSIDER.
11:44:30 NUMBER ONE IS F.D.O.T. HAS NOT APPROVED THE REQUIRED CHANGES
11:44:34 TO EASE THE TRAFFIC CONCERNS AT THAT INTERSECTION.
11:44:39 THE TWO TURN LANES ON SOUTH U.S. 41 INTO THE PROJECT, THE
11:44:44 ONE TURN LANE ON NORTH U.S. 41 ONTO COCONUT, AND TWO TURN
11:44:49 LANES THAT WAS RECOMMENDED ON COCONUT ROAD INTO, I THINK
11:44:54 IT'S D AND E -- ENTRANCE D AND E OFF OF COCONUT, THERE ARE
11:44:58 NO TURN LANES THERE EITHER.
11:44:59 SO I WANTED TO BRING THAT UP AS A POINT OF POSSIBLE
11:45:03 CONTENTION AND CONCERN AS FAR AS TRAFFIC FLOW GOES.
11:45:06 THE TRAFFIC SIGNAL OR ROUNDABOUT, WHATEVER IT ENDS UP BEING
11:45:11 AT WALDEN AND COCONUT HAS NOT BEEN FULLY DETERMINED AND
11:45:14 VETTED YET.
11:45:15 THE SIGNAL SEQUENCE TIMING ADJUSTMENT HAS NOT BEEN APPROVED
11:45:18 BY F.D.O.T. NOR HAS IT BEEN DETERMINED TO BE OF ANY
11:45:22 SIGNIFICANT EFFECT EVEN IF THEY DO APPROVE SIGNAL TIMING.
11:45:27 THE LEVEL OF SERVICE RATINGS ON ALL OF THE ACCESS POINTS ARE
11:45:33 E OUT OF A SCALE OF A TO F.
11:45:35 AND ONE OF THEM IS AN F.
11:45:40 SO WE'RE DEALING ON THE FAR END OF COMPLEXITY WHEN IT COMES
11:45:43 TO THE SCALE OF LEVEL OF SERVICE REGARDING TRAFFIC FLOW.
11:45:46 AND I THINK EVERYBODY ACKNOWLEDGES THAT.
11:45:48 ELIZABETH MADE A PRESENTATION, SUAREZ, I BELIEVE IS HER

11:45:53 NAME, THE TRAFFIC STUDY.

11:45:55 AND EVEN SHE SAID AND I QUOTE, EVEN WITHOUT THE PROJECT, IT
11:45:58 IS ALREADY EXPERIENCING A LOT OF DELAYS, END QUOTE.
11:46:01 FOR US TO CONSIDER PUTTING IN 596 ADDITIONAL SINGLE-FAMILY
11:46:08 UNITS AND 260 ROOM HOTEL PLUS ALL OF THE BUSINESS AND THE
11:46:13 MEDICAL, ARE WE DOING JUSTICE OR ARE WE JUST ADDING MORE
11:46:16 PAIN, MORE INSULT TO INJURY?
11:46:18 THAT'S A QUESTION I HAVE.
11:46:20 I WOULD LIKE THAT TO BE FURTHER EXPLAINED.
11:46:22 ALSO, TRAFFIC STUDY WAS PERFORMED IN 2021.
11:46:27 MARY GIBBS WAS QUOTED AS SAYING THAT THE TRAFFIC ON COCONUT
11:46:31 ROAD HAS INCREASED 14% IN ONE YEAR.
11:46:35 I'LL LET MARY SPEAK TO THAT HERSELF IF SHE WOULD LIKE.
11:46:39 THOSE ARE THE NOTES I TOOK.
11:46:41 IF IT WENT UP FROM 2021, WHICH IS WHEN THE TRAFFIC STUDY WAS
11:46:44 PERFORMED TO 2022, AND WE KNOW HOW THIS WHOLE AREA HAS
11:46:48 GROWN, WHAT IT'S GOING TO LOOK LIKE IN TWO, THREE, FOUR
11:46:51 YEARS, RIGHT?
11:46:51 WHAT ARE THE PROJECTIONS.
11:46:52 THAT'S WHAT I WOULD LIKE TO KNOW A LITTLE MORE ABOUT.
11:46:55 BECAUSE ONCE THIS IS DONE, IT'S HERE FOREVER AND WE HAVE TO
11:46:58 CONSIDER THAT FACT.
11:47:01 HERE ARE THE KEY QUESTIONS.
11:47:03 I'LL BOIL IT DOWN TO THIS.
11:47:04 WHAT IF F.D.O.T. DOES NOT APPROVE TURN LANES ON U.S. 41?
11:47:08 WHAT IF F.D.O.T. DOES NOT APPROVE THE LIGHT TIMING ON U.S.

11:47:11 41 AND COCONUT.
11:47:13 SHOULD THERE BE AN UPDATED TRAFFIC STUDY THAT INCLUDES THE

11:47:16 TRAFFIC SIGNAL OR ROUNDABOUT OPTIONS AT WALDEN AND COCONUT
11:47:20 AND THE CURRENT ONE CONSIDERING THAT THE TRAFFIC HAS
11:47:22 INCREASED 14% ONE YEAR?
11:47:24 SOME OTHER DETAILS BEYOND JUST THE TRAFFIC IS WHO IS GOING
11:47:29 TO CONTROL, MANAGE, AND SCHEDULE AND MAINTAIN THE PUBLIC
11:47:32 AMENITIES?
11:47:32 I THINK THAT'S SOMETHING WE'RE TRYING TO DETERMINE.
11:47:36 TALKED ABOUT -- YOU ALL TALKED ABOUT IMPACT FEES.
11:47:39 WHAT ARE THOSE FEES AND WHO ARE THEY GOING TO GO TO?
11:47:43 WHERE WILL 235 CARS PARK IF THE PLAN REQUIRES 2107 SPOTS AND
11:47:53 ONLY 1,872 ARE ALLOCATED?
11:47:56 SO WHAT HAPPENS WITH THAT DELTA?
11:47:59 I THINK THE PEAK WAS DETERMINED TO BE 800 CARS AT PEAK PER
11:48:03 DAY.
11:48:04 WE DON'T KNOW IF THAT'S GOING TO BE TRUE OR NOT, BUT IT
11:48:07 SEEMS LIKE THERE'S 235 CARS THAT SHOULD BE ALLOWED TO PARK
11:48:13 THAT IT'S NOT ACCOUNTED FOR.
11:48:14 MY QUESTION WOULD BE, WHERE ARE THOSE CARS GOING TO GO?
11:48:17 SHOULD THERE BE ANOTHER BUS STOP IN FRONT OF THE PROJECT?
11:48:21 I DON'T KNOW IF THAT'S SOMETHING MANDATED BY F.D.O.T., BUT
11:48:24 IT'S MY UNDERSTANDING THAT THERE IS A BUS STOP IN FRONT OF
11:48:30 MARSH LANDING.
11:48:31 SO WOULD THAT JUST ADD COMPLEXITY TO TURNING INTO THE

11:48:34 PROJECT IF IT'S IN FRONT?
11:48:36 IMAGINE A BIG BUS.
11:48:38 NOW WE HAVE THREE DIFFERENT ENTRANCES AND THEN WE HAVE MORE
11:48:41 BACKUPS ON U.S. 41.
11:48:43 THAT TO ME COULD BE A SAFETY CONCERN.
11:48:45 ANYWAY, THOSE ARE MY COMMENTS.

11:48:49 THOSE ARE MY QUESTIONS.
11:48:50 I WOULD REALLY APPRECIATE TO HAVE MORE OF THAT INFORMATION
11:48:53 BACK AT NEXT MEETING, BUT I JUST WANT TO GO ON RECORD SAYING
11:48:57 OVERALL I LIKE THE WAY THAT YOU'RE GOING.
11:49:00 THESE ARE VERY SERIOUS CONCERNS THAT I'M THINKING ABOUT.
11:49:03 THANK YOU.
11:49:05 >>Mayor McLain: ANY OTHER COMMENTS?
11:49:10 >>Mary Gibbs: MAY I MAKE A COMMENT?
11:49:11 WHEN WE COMMENT, WE'RE TALKING ABOUT, OR QUESTIONS, WE DON'T
11:49:15 WANT TO SAY I LIKE THE PROJECT OR DON'T LIKE THE PROJECT
11:49:18 BECAUSE WE'RE RESERVING THAT FOR THE PUBLIC HEARING FOR
11:49:21 THOSE COMMENTS.
11:49:22 THESE ARE REALLY JUST QUESTIONS, QUESTIONS OR THINGS YOU
11:49:26 WANT THEM TO ADDRESS.
11:49:28 >>Lori Fayhee: AND THIS IS PRIMARILY JUST ON THE REZONING OF
11:49:31 THE PROPERTY.
11:49:32 >>Mary Gibbs: CORRECT.
11:49:33 >>Lori Fayhee: WE'RE NOT APPROVING ANYTHING ELSE.
11:49:35 WHAT DID THE PRIOR ZONING LOOK LIKE?

11:49:42 >>Mary Gibbs: WE'LL BE EXPLAINING THAT AT THE PUBLIC
11:49:44 HEARING.
11:49:44 >>Lori Fayhee: OKAY.
11:49:45 I'LL BE PATIENT THEN.
11:49:48 THANK YOU.
11:49:53 >>Mayor McLain: I CAN MAKE COMMENT ABOUT THE VILLAGE CENTER
11:49:56 DESIGNATION ALLOWS FOR HIGHER DENSITY THAN IF IT WASN'T.
11:49:59 WE AS PART OF OUR VILLAGE FOUNDATION DECLARED THIS SITE AND
11:50:04 OTHERS TO BE PART OF THE MASTER VILLAGE CENTER.
11:50:08 AM I GETTING THAT CLOSE TO RIGHT?

11:50:10 >>Mary Gibbs: WELL, THAT IS THE LAND USE CATEGORY.
11:50:11 AND THEN THERE'S SLIDES IN THE APPLICANT'S POWERPOINT THAT
11:50:16 EXPLAIN THAT, THAT YOU'LL SEE WHEN YOU GET TO THE SECOND
11:50:20 READING, WE'LL EXPLAIN THE WHOLE LAND USE DESIGNATION AND
11:50:22 THE WHOLE CALCULATIONS OF DENSITY.
11:50:27 >>Mayor McLain: ANY OTHER QUESTIONS.
11:50:28 LARRY.
11:50:29 >>Larry Fiesel: AFTER WATCHING THE MEETING FOR FOUR HOURS
11:50:32 AND 47 MINUTES, I BELIEVE, ONE WOULD THINK THAT THERE
11:50:35 WOULDN'T BE ANY QUESTIONS LEFT TO BE ANSWERED.
11:50:37 I'M REASONABLY COMFORTABLE WITH THE PRESENTATION THAT WAS
11:50:44 GIVEN BY THE DEVELOPER.
11:50:46 THE DENSITY WE'VE ADDRESSED, IT'S ALLOWABLE.
11:50:48 THEY WERE ASKING FOR LESS DENSITY THAN WHAT IS FULLY
11:50:51 ALLOWABLE.

11:50:51 THE TRAFFIC IS STILL A STUDY THAT NEEDS TO BE FINALIZED IN
11:50:57 GREATER DETAIL BECAUSE WE KNOW THAT COCONUT HAS BEEN AN
11:51:01 ISSUE IN YEARS PAST.
11:51:04 THIS ISN'T A NEW ISSUE, AND THE DEVELOPER DIDN'T CREATE THAT
11:51:07 ISSUE THAT'S THERE NOW.
11:51:08 STORMWATER MANAGEMENT I THINK WAS A CONCERN THAT FOLKS FROM
11:51:14 BOTH OF THE ADJACENT COMMUNITIES ADDRESSED.
11:51:17 I'M PRETTY COMFORTABLE THAT SOUTH FLORIDA WATER MANAGEMENT
11:51:21 WILL HAVE THAT UNDER CONTROL BEFORE THE DEVELOPMENT ORDER IS
11:51:26 ISSUED AND THE TWO LAKES OBVIOUSLY ARE THERE FOR PURPOSE OF
11:51:31 HELPING IN THAT STORMWATER MANAGEMENT.
11:51:33 I THINK IT MIGHT BE A BETTER CONDITION WHEN THE PROJECT IS
11:51:36 COMPLETED THAN WHAT EXISTS THERE NOW.
11:51:38 BUT I THINK COUNCILMAN ZALUCKI AND YOU ALL HAVE RAISED THE

11:51:45 QUESTIONS THAT STILL NEED TO HAVE SOME FINAL ANSWERS TO.
11:51:48 BUT I THINK WE'RE MOVING IN THE RIGHT DIRECTION TO GET OUR
11:51:53 CONCERNS ADDRESSED BEFORE WE MEET NEXT TIME.
11:51:59 >>Rafael Lopez: GEORGE, THANK YOU.
11:52:00 I CAN'T EVEN TOP THAT.
11:52:02 I APPRECIATE THAT.
11:52:04 BUT WHAT I NOTICED IN REVIEWING THE PROJECT, I THINK THE
11:52:08 DEVELOPER IS REALLY GOING TO HAVE A LOT OF PROBLEMS WITH
11:52:10 COCONUT ROAD GOING EAST BECAUSE NOT ALL OF COCONUT ROAD
11:52:14 BELONGS TO ESTERO.
11:52:16 SO I THINK THERE'S A LOT OF DEVELOPMENT GOING EAST OF

11:52:19 COCONUT ROAD.
11:52:20 SO ANYONE BETWEEN YOUR DEVELOPMENT AND ANY OTHER FUTURE
11:52:24 DEVELOPMENTS EAST ON COCONUT ROAD BY THE HOTEL IS -- IT'S
11:52:30 NOT GOING TO BE HAPPY WITH ANY DEVELOPMENT OUT THERE.
11:52:32 SO I THINK YOU GUYS, THE DEVELOPERS HERE HAVE TO REALLY WORK
11:52:37 ON THAT COCONUT ROAD WEST OF 41 BECAUSE I THINK THAT'S GOING
11:52:42 TO BE THE BIGGEST PROBLEM, DISCUSS THIS AT OUR MEETING.
11:52:47 I THINK THAT SHOULD BE THE FOCUS APART FROM EVERYTHING THAT
11:52:52 COUNCILMAN ZALUCKI MENTIONED, WHICH HE MAKES AN EXCELLENT
11:52:57 POINT ON ALL THE POINTS OF HIS.
11:52:58 I THINK THE BIG PROBLEM IS GOING TO BE THE TRAFFIC.
11:53:01 41 IS GOING TO BE 41 BUT YOUR BIGGEST HEADACHE I THINK IS
11:53:04 GOING TO BE COCONUT AND ANY OTHER DEVELOPMENTS GOING EAST OF
11:53:08 THERE.
11:53:08 SO THAT'S ALL I HAVE.
11:53:10 >>Mayor McLain: OKAY.
11:53:11 GOOD.
11:53:11 I'VE GOT A COUPLE OF QUESTIONS HERE.

11:53:13 SOME OF IT MAY ECHO WHAT COUNCILMAN ZALUCKI ALREADY
11:53:19 COMMENTED ON, BUT ONE OF HIS COMMENTS WAS THIS ROAD, COCONUT
11:53:24 ROAD IS ALREADY RATED AS AN E.
11:53:28 F IS LIKE A BLOCKADE.
11:53:30 SO WE'RE RIGHT ON THE EDGE OF THAT.
11:53:33 SO MY QUESTION IS, CAN THE DEVELOPER ON THE JULY 5th
11:53:37 MEETING COMMENT ON THE RELIABILITY OF THE TRAFFIC STUDY THAT

11:53:40 THEY COMPLETED IN 2002, AND DID IT INCLUDE -- IT WAS
11:53:46 INDICATED THEY INCLUDED ALL DEVELOPMENTS, BUT DURING THE
11:53:50 MARATHON SESSION, I LISTENED AND HEARD A FEW THINGS THAT
11:53:55 KIND OF RAISED THE QUESTION, WAS IT 100% OF ALL NEW
11:53:58 DEVELOPMENT?
11:53:59 DID IT INCLUDE THE RITZ-CARLTON, THE COLONY HIGH-RISES AND
11:54:04 THEN THE NEW ONE TO ME WAS THE EXPANSION OF THE HYATT TIME
11:54:08 SHARES ADDITIONS?
11:54:10 I HAVE NO IDEA WHAT THAT PROJECT IS GOING TO ENCOMPASS, BUT
11:54:13 THEY MUST HAVE SOME PLAN.
11:54:15 IS IT 50 UNITS OR IS IT 100 UNITS?
11:54:18 WE NEED TO DO THAT AND THEN ANY OTHER DEVELOPMENTS THAT MAY
11:54:22 BE INCLUDED IN THERE.
11:54:24 IF WE'RE AT LEVEL E NOW AND I THINK GEORGE INDICATED THERE'S
11:54:28 ONE AREA THAT'S AN F, I'M NOT SURE WHERE THAT IS, BUT WE'LL
11:54:32 GET TO THAT LATER, I SURE DON'T WANT TO MOVE FORWARD WITHOUT
11:54:38 ADDRESSING THAT ISSUE.
11:54:41 I THINK WE NEED TO MAKE SURE THAT YOU CAN BACK UP YOUR
11:54:47 STATEMENT THAT THE SURVEY WAS COMPLETE AND THAT, IN FACT,
11:54:51 YES, IT'S F, NOT F, E, AND THAT IT'S -- AT TIMES IT'S GOING
11:54:56 TO BE TROUBLESOME GETTING OUT OF THERE AND THERE ARE A LOT
11:54:59 OF THINGS WE HAVE TO DO TO ADDRESS THAT.

11:55:02 SOME OF MY OTHER QUESTIONS MAY HIT THAT ALSO.
11:55:06 WE TALK ABOUT HOW DO WE MAXIMIZE THE CAPACITY AND FLOW ON
11:55:09 COCONUT ROAD IN THE PROXIMITY OF THE DEVELOPMENT AND 41.

11:55:14 AND WE TALKED ALREADY ABOUT TRAFFIC LIGHT OR ROUNDABOUT OR
11:55:17 OTHER CREATIVE SOLUTION.
11:55:20 AND I'M NOT A TRAFFIC GUY.
11:55:21 I DON'T KNOW WHAT THOSE SOLUTIONS MIGHT BE.
11:55:23 BUT I DID THINK ABOUT, DO WE NEED TWO TRAFFIC LANES FROM 41
11:55:29 TRAVELING WEST ON COCONUT INTO YOUR DEVELOPMENT?
11:55:33 BECAUSE THE WAY I LOOK AT YOUR DIAGRAMS AT THIS POINT IS IT
11:55:38 LOOKS LIKE THERE ARE TWO LANES THAT COME RIGHT TO YOUR DOOR
11:55:44 AND YOU CAN MAKE A RIGHT-HAND TURN INTO THE DEVELOPMENT AND
11:55:46 THEN THERE IS A CONTINUATION LANE IN THERE.
11:55:49 TO I GUESS THE ROUNDABOUT OR WHATEVER.
11:55:55 THAT MAY BE SUFFICIENT.
11:56:01 BUT DO WE HAVE TWO LANES -- IF YOU'RE GOING NORTH ON 41,
11:56:05 THERE'S ONLY ONE TRAFFIC LANE TAKING A LEFT THERE.
11:56:09 SO IF THAT'S -- I'M NOT A TRAFFIC ENGINEER, AS I SAY, BUT I
11:56:14 THINK THAT'S A PROBLEM.
11:56:15 THEN THE OTHER PROBLEM IS AS YOU'RE GOING EAST ON COCONUT,
11:56:21 HOW MANY LANES DO WE NEED?
11:56:23 DO WE NEED TWO LANES GOING NORTH?
11:56:25 DO WE NEED TWO LANES GOING SOUTH?
11:56:28 AND DO WE NEED ONE LANE GOING FORWARD?
11:56:31 IF I ADD ALL THOSE LANES UP, THAT COULD BE SEVEN LANES IN
11:56:34 THERE.
11:56:34 I DO THINK THAT IS A SPOT ON 41 AND COCONUT THAT IF WE DON'T
11:56:44 EXPAND THE RIGHT-OF-WAYS THAT WE'RE GOING TO HAVE TROUBLE

11:56:48 WITH HOW WE CONTROL THAT, NO MATTER WHAT WE DO WITH
11:56:51 ROUNDABOUT, SIGNALS, ALL THAT, STILL A CINCH POINT THERE.
11:56:55 SO THE QUESTION IS, CAN THE DEVELOPER LOOK AT THAT
11:56:59 INTERSECTION MORE THOROUGHLY AND ALSO LOOK AT RIGHT-OF-WAY,
11:57:06 GIVE AWAY SO WE CAN MAKE THAT TRAFFIC FLOW MORE
11:57:09 APPROPRIATELY SO IT GETS OUT OF THE E RATING AT THAT
11:57:12 INTERSECTION?
11:57:13 THE REST OF THE ROAD WE'RE GOING TO HAVE TO DEAL WITH ON
11:57:17 MORE TRAFFIC STUDIES AND THE LIKE.
11:57:19 I THINK AT THAT POINT IN YOUR AREA THAT WE REALLY NEED TO
11:57:23 LOOK AT HOW WE UNCLOG THE POTENTIAL PROBLEMS THAT WE HAVE IN
11:57:26 THERE.
11:57:27 HOPEFULLY I MADE THAT SOMEWHAT CLEAR.
11:57:30 THE OTHER QUESTION I HAD IS, THE DENSITY I THINK IS VERY
11:57:36 HEAVY IN THERE.
11:57:39 BUT WHAT I WAS CONCERNED A LITTLE BIT ABOUT IS PARKING.
11:57:44 HOW MUCH PARKING IS ACTUALLY GOING TO BE ALLOCATED TO YOUR
11:57:48 EMPLOYEES?
11:57:49 WHEN I LOOK AT HOW MANY ROOMS, 296 ROOM HOTEL OR 200,
11:57:54 WHATEVER, ALMOST 300, 300 ROOMS, I DON'T KNOW HOW MANY
11:57:59 EMPLOYEES THAT WOULD BE, BUT IS THERE SUFFICIENT PARKING FOR
11:58:03 ALL THE CUSTOMERS, EMPLOYEES?
11:58:08 ALSO, WHERE DO THESE SERVICE VEHICLES PARK?
11:58:12 UPS, FEDEX, GARBAGE TRUCKS.
11:58:16 THE GARBAGE TRUCKS CAN BE MOVED, BUT FEDEX AND UPS WILL BE

11:58:20 STOPPING AND DELIVERING TO THE RESTAURANTS AND THE
11:58:22 BUSINESSES THAT ARE IN THERE.
11:58:24 ARE THEY GOING TO BE ON THE STREETS THAT YOU ALREADY HAVE
11:58:26 WHICH ARE IN SOME AREAS 12-FOOT WIDE, BUT IF THEY PARK A UPS

11:58:31 TRUCK THERE, NOBODY IS GOING TO GET THROUGH THE
11:58:32 INTERSECTION.
11:58:33 SO I HOPE YOU CAN ADDRESS HOW YOU ADDRESS THE PEOPLE THAT
11:58:38 ARE SERVICING THE AREA.
11:58:40 AND THEN ANOTHER QUESTION I'D LIKE TO UNDERSTAND IS, IS
11:58:44 PARKING GOING TO BE FREE FOR VISITORS?
11:58:46 IS THERE A FEE THAT'S EXPECTED FOR PARKING AND FOR ESTERO
11:58:53 RESIDENTS, VISITORS, OR WHATEVER?
11:58:55 THE FOURTH ITEM I'VE GOT IS WHEN I LOOK AT THE OVERALL PLAN,
11:59:03 I LOOK AT THAT 3,000-SQUARE-FOOT PUBLIC AMENITY FACILITY IN
11:59:07 THERE, I THINK IT NEEDS TO BE BIGGER.
11:59:10 I WOULD RECOMMEND THAT IT GOES FROM 3,000 TO 6,000 AND THEN
11:59:15 YOU CAN ACCOMMODATE APPROPRIATE SIZE GROUPS FOR VILLAGE USE,
11:59:21 FOR PRIVATE USE AND THE LIKE IN THERE.
11:59:23 I THINK IT'S A SMALL BUILDING AND A LARGE COMPLEX AND I
11:59:30 THINK IT NEEDS TO BE INCREASED.
11:59:32 YOU'VE MET THE OPEN SPACE REQUIREMENTS FOR ZONING.
11:59:39 HOWEVER, WHEN I LOOK AT IT, AND I'M NOT AN EXPERT, BUT WHEN
11:59:42 I LOOK AT THE OPEN SPACE, IT SEEMS TO BE DOMINATED ON THE
11:59:47 WESTERN EDGE OF THE PROPERTY WITH ALL THE TREES AND YOU WILL
11:59:50 PUT A NICE WALKING PATH IN THERE, BUT WHEN I LOOK AT THE

11:59:53 OPEN SPACE ACTUALLY WITHIN THE DEVELOPMENT, YOU'VE GOT A
11:59:58 LITTLE POSTAGE STAMP PARK THERE WITH A LITTLE SHELTER.
12:00:02 I THINK THAT YOU NEED TO LOOK AT OPENING UP EITHER THAT
12:00:05 SPACE IN A LARGER PROPORTION AND ALSO REDESIGN THE LITTLE
12:00:12 SHADE SHELTER THAT YOU'VE GOT THERE AND MAKE THAT INTO AN
12:00:15 ACTUAL BAND SHELTER THAT PROJECTS THE CLASS THAT YOU WANT TO
12:00:19 BUILD INTO THIS AREA IN HERE.
12:00:21 I THINK POSTAGE STAMP GREEN AREAS DON'T MAKE IT.

12:00:24 YOU'VE GOT SOME OTHER SPOTS OBVIOUSLY IN THE FRONT OF THE
12:00:26 PROPERTY, BUT I THINK THAT ONE IS A LITTLE UNDERWHELMING.
12:00:30 WE TALKED A LITTLE BIT ABOUT STORMWATER MANAGEMENT.
12:00:36 I THINK THERE ARE ISSUES THERE ALREADY.
12:00:39 IN THE PAST GETTING WATER OUT, AS I LISTEN TO THE PLANNING
12:00:44 AND ZONING BOARD MEETING, THE PUBLIC COMMENTS WERE PRETTY
12:00:48 VALID.
12:00:49 ONE LADY IN PARTICULAR SAID THAT AFTER A HEAVY RAIN THAT HER
12:00:52 STREET GETS FLOODED.
12:00:54 SO THAT TELLS YOU WE'RE RIGHT ON -- IF WE'RE LOOKING AT
12:00:58 STREETS BEING E BRIDGING ON F, IT LOOKS LIKE DRAINAGE IN
12:01:01 THAT AREA NEEDS TO BE REALLY LOOKED AT VERY SERIOUSLY AND WE
12:01:05 NEED TO HAVE THE DEVELOPER COOPERATE WITH THE IMPROVEMENT TO
12:01:10 THAT SO THAT THEY ARE NOT CONTRIBUTING, MORE NEIGHBORS COME
12:01:14 TO US AND SAY THERE ARE MORE STREETS FLOODING AFTER THIS
12:01:17 DEVELOPMENT THAN WHAT WAS BEFORE.
12:01:18 SO I THINK WE NEED A REAL CONCERTED EFFORT DOING THAT.

12:01:23 AND I GUESS MY LAST QUESTION IS, BEING A BICYCLE PERSON,
12:01:31 PROBABLY NOT A FANATIC, BUT I LIKE TO RIDE AND I LIKE TO BE
12:01:35 SAFE.
12:01:36 AND I WANT TO MAKE SURE THAT WE ENSURE CONNECTIVITY OF THIS
12:01:40 DEVELOPMENT FOR THE WHOLE BICYCLING COMMUNITY.
12:01:43 AND THE FUTURE OF ESTERO LOOKS LIKE WE MAY HAVE A GREAT
12:01:47 OPPORTUNITY OF OUR RAILS TO TRAILS PROJECT THAT WILL BE
12:01:50 BORDERING CLOSE TO THIS PROPERTY, WHICH WILL ENCOURAGE
12:01:53 PEOPLE TO RIDE FROM THE TRAIL TO YOUR DEVELOPMENT THERE.
12:01:58 AND WHEN THEY GET THERE, I'D LIKE TO MAKE SURE THAT THEY
12:02:01 HAVE SAFE BIKING OPPORTUNITIES.
12:02:04 AND IN LOOKING AT YOUR PLANS, YOUR MAIN STREET DOES HAVE

12:02:09 12-FOOT TRAFFIC LANES, 8-FOOT PARKING, AND I'M NOT SURE WHAT
12:02:13 THE SIDEWALK IS.
12:02:14 IT'S PROBABLY SIX OR EIGHT FEET.
12:02:16 SO IT'S REALLY NICE.
12:02:17 HOWEVER, WHERE DO THE BICYCLISTS GO?
12:02:22 ON THAT MAIN STREET, ARE THEY GOING TO SHARE THE 12-FOOT
12:02:25 LANE?
12:02:25 I WOULD PREFER, YOU'RE ALL FAMILIAR WITH THE -- I'M BLANKING
12:02:32 OUT THE NAME -- SAFE BICYCLE LANES IN THERE.
12:02:35 IN PARTS OF YOUR DEVELOPMENT, YOU DO HAVE BICYCLE LANES, BUT
12:02:38 IN THE MAIN ROW OF WHERE YOUR RESTAURANTS ARE GOING TO BE
12:02:42 AND THE LIKE, I DON'T SEE ANY INDICATION THAT YOU'RE
12:02:45 PROVIDING AN ATMOSPHERE THAT'S CONDUCIVE TO PEOPLE WANTING

12:02:49 TO RIDE BICYCLES IN THE AREA.
12:02:52 AND THAT BEING THE CASE, I KNOW THIS WILL BE IN THE
12:02:55 DEVELOPMENT ORDER AND THE LIKE, IF WE'RE GOING TO ENCOURAGE
12:02:58 BICYCLING, WHICH I THINK IS A MANDATE, WHERE ARE THEY GOING
12:03:03 TO PUT THESE BIKES?
12:03:05 YOU NEED TO HAVE SUFFICIENT BIKE RACKING BECAUSE PEOPLE ARE
12:03:09 BUYING THESE -- A TREK BIKE TODAY FOR $7,000.
12:03:13 IF YOU DON'T ANCHOR THAT THING TO A WALL OR SOMEWHERE, IT'S
12:03:16 NOT GOING TO BE THERE WHEN YOU GET BACK FROM YOUR
12:03:19 RESTAURANT.
12:03:19 YOU NEED TO PROVIDE SUFFICIENT OPPORTUNITIES.
12:03:23 WHAT I WAS TRYING TO THINK ABOUT IS THE SAFE STREETS.
12:03:27 IF YOU CAN USE SOME OF THOSE CONCEPTS WITHIN YOUR
12:03:30 DEVELOPMENT, I THINK THAT WOULD BE GOOD.
12:03:33 A LOT OF TIMES THAT CAN BE FOR MUNICIPAL STREETS, BUT YOU
12:03:36 ARE GOING TO HAVE ENOUGH TRAFFIC IN THERE YOU SHOULD AT

12:03:39 LEAST TRY TO ENCOMPASS SAFE STREETS PRINCIPLES WITHIN YOUR
12:03:45 DEVELOPMENT.
12:03:45 SO HOPEFULLY BETWEEN ALL THE COMMENTS THAT YOU'VE RECEIVED
12:03:51 HERE TODAY, BETWEEN NOW AND JULY 5th, THAT YOU CAN ADDRESS
12:03:55 THESE AND BE ABLE TO RESPOND TO EACH OF THOSE.
12:03:59 AND THAT WOULD BE GREATLY APPRECIATED.
12:04:02 I THINK WE ALL WANT TO MAKE SURE THIS PROJECT IS DONE IN A
12:04:07 FASHION THAT'S GOOD FOR EVERYBODY BUT WE WANT TO MAKE SURE
12:04:11 WE GET IT RIGHT.

12:04:12 I THINK SOME OF THESE CONCERNS MUST BE ADDRESSED.
12:04:16 >>Larry Fiesel: ONE COMMENT, BACK TO TRAFFIC.
12:04:18 IT SEEMS TO BE A TOPIC THAT WE'VE DISCUSSED HERE AND COCONUT
12:04:20 ROAD AND AS A VILLAGE, OF COURSE, WE NEED TO BE SENSITIVE TO
12:04:24 OUR OWN RESIDENCES THAT ARE ON THE NORTH SIDE OF COCONUT
12:04:27 THAT HAVE ACCESS TO COCONUT ROAD AND THAT'S SOMETHING WE'VE
12:04:30 DISCUSSED ON A NUMBER OF OCCASIONS.
12:04:32 BUT ONE THING I WOULD LIKE TO REMIND EVERYONE IS THAT A
12:04:35 GREAT DEAL OF THE ISSUES ON COCONUT ROAD ARE BEING CREATED
12:04:38 BY DEVELOPMENTS UNDER WHICH WE HAVE NO CONTROL OUTSIDE OF
12:04:41 OUR JURISDICTION.
12:04:42 WE'VE GOT THE COLONY GOING TO BUILD TWO RESIDENTIAL TOWERS.
12:04:45 RITZ-CARLTON, TWO RESIDENTIAL TOWERS.
12:04:48 THE HYATT TIME SHARE.
12:04:50 DON'T KNOW WHAT THEY ARE BUILDING BUT OBVIOUSLY GOING TO BE
12:04:52 A LOT OF HOMES THERE.
12:04:54 THOSE ARE ALL OUTSIDE OF THE PURVIEW OF THE VILLAGE.
12:05:00 THEY ARE IN ANOTHER CITY, AS A MATTER OF FACT.
12:05:03 WE'RE SUFFERING THE RESULTS OF THEIR DEVELOPMENT AND THEY
12:05:06 HAVE NOT BEEN WILLING TO COME FORWARD WITH ANY HELP IN US

12:05:10 GETTING THROUGH THAT PROCESS.
12:05:11 ONE THING I WOULD CAUTION, AS THE VILLAGE OF ESTERO THAT WE
12:05:16 DON'T GET PARALYZED BECAUSE OF THE RESULTS OF OTHER
12:05:19 DEVELOPERS OUTSIDE OF OUR CONTROL.
12:05:22 TRAFFIC IS A PROBLEM, BUT IT'S NOT ALL OF OUR MAKING.

12:05:26 >>Mayor McLain: GOT IT.
12:05:27 OKAY.
12:05:30 I THINK WE'VE GOT QUESTIONS.
12:05:33 HOPEFULLY THAT WAS HELPFUL FOR THE DEVELOPER.
12:05:34 >>Mary Gibbs: SOUNDS LIKE A LOT OF HOME WORK FOR THE
12:05:37 DEVELOPER.
12:05:38 >>Mayor McLain: THAT IS THE WHOLE IDEA, I GUESS.
12:05:40 >>Larry Fiesel: MARY, YOU MENTIONED THAT YOUR BEDTIME WAS
12:05:43 GETTING EARLIER.
12:05:43 WE'RE NOT KEEPING YOU, ARE WE?
12:05:45 >>Mary Gibbs: NO, I TOOK SOME NODOZ BEFORE I GOT UP HERE.
12:05:52 >>Mayor McLain: WE'RE AT THE POINT WHERE WE ARE LOOKING FOR
12:05:54 A MOTION.
12:05:55 WE TOOK A TON OF COMMENTS AND RECOMMENDATIONS.
12:05:59 THE MOTION SHOULD BE -- MAYBE NANCY CAN HELP US FRAME -- HOW
12:06:03 DO WE ENCOMPASS OUR COMMENTS INTO MAKING THIS THING MOVE
12:06:07 FORWARD.
12:06:07 >>Nancy Stroud: I THINK A MOTION IS TO PASS THE ORDINANCE ON
12:06:10 FIRST READING.
12:06:12 >>Mayor McLain: OKAY.
12:06:13 AS SIMPLE AS THAT.
12:06:14 >>Nancy Stroud: THAT'S GOOD.
12:06:15 AND THEN WE HAVE WRITTEN DOWN ALL THE COMMENTS AND THE
12:06:19 DEVELOPER IS ALSO HERE TO LISTEN TO THE COMMENTS.

12:06:22 I'M SURE YOU'LL GET RESPONSES.

12:06:23 >>Mayor McLain: THAT'S PRETTY SIMPLE.
12:06:25 DO I HAVE A MOTION?
12:06:27 >> MR. MAYOR, I'LL MAKE THE MOTION.
12:06:28 >>Mayor McLain: GEORGE.
12:06:30 >>Mary Gibbs: ARE WE SETTING THE SECOND READING DATE FOR
12:06:34 JULY 5th?
12:06:39 >> THAT'S PART OF THE MOTION.
12:06:39 >>Mayor McLain: WE HAVE A MOTION BY COUNCILMEMBER ZALUCKI,
12:06:44 SECONDED BY COUNCILMAN FIESEL.
12:06:46 WOULD THE CLERK PLEASE CALL THE ROLL?
12:06:49 >>Larry Fiesel: AYE.
12:06:51 >>Lori Fayhee: AYE.
12:06:52 >>Rafael Lopez: AYE.
12:06:53 >>Jim Ward: AYE.
12:06:55 >>George Zalucki: AYE.
12:06:57 >>Mayor McLain: AYE.
12:06:58 WE ARE AT 12:06.
12:07:02 I THINK WE CAN KEEP MOVING, IF EVERYBODY IS OKAY WITH THAT.
12:07:11 NEXT AGENDA ITEM IS ITEM NUMBER 11A.
12:07:20 AND THIS IS THE SECOND READING AND PUBLIC HEARING OF
12:07:23 ORDINANCE NUMBER 2023-04.
12:07:29 SO THIS IS A PUBLIC HEARING AND IN THIS MANNER, THE COUNCIL
12:07:34 WILL SIT IN THE QUASI-JUDICIAL CAPACITY.
12:07:38 I NEED TO ASK THE CLERK, HAS THIS ORDINANCE BEEN PROPERLY
12:07:42 ADVERTISED?

12:07:43 >>Tammy Duran: YES.
12:07:44 >>Mayor McLain: WOULD YOU PLEASE READ THE TITLE OF THE

12:07:47 ORDINANCE?
12:07:49 >>Tammy Duran: AN ORDINANCE OF THE VILLAGE COUNCIL OF THE
12:07:51 VILLAGE OF ESTERO, FLORIDA, REZONING 21 PLUS OR MINUS ACRES
12:07:55 OF PROPERTY OWNED BY THE VILLAGE OF ESTERO FROM COMMERCIAL
12:07:58 PLANNED DEVELOPMENT AND AGRICULTURE TO ESTERO PLANNED
12:08:02 DEVELOPMENT ZONING TO ALLOW FOR VARIOUS SPORTS-RELATED AND
12:08:06 RECREATION USES; PROVIDING FOR SEVERABILITY; PROVIDING FOR
12:08:09 CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.
12:08:14 >>Mayor McLain: THANK YOU.
12:08:15 NEXT I'D LIKE TO HAVE OUR LAND USE ATTORNEY, NANCY STROUD,
12:08:20 EXPLAIN THE QUASI-JUDICIAL PROCEDURES.
12:08:23 >>Nancy Stroud: THANK YOU, MR. MAYOR.
12:08:24 LADIES AND GENTLEMEN, THIS MORNING'S AGENDA HAS A ZONING
12:08:27 ITEM FOR THE COUNCIL'S DECISION, AND ON THIS ITEM AS THE
12:08:31 MAYOR MENTIONED, THE COUNCIL SITS IN A QUASI-JUDICIAL
12:08:34 CAPACITY.
12:08:35 THE DECISION OF WHETHER OR NOT TO APPROVE THIS APPLICATION,
12:08:39 LIKE ALL QUASI-JUDICIAL ITEMS, MUST BE BASED ON THE CRITERIA
12:08:42 IN THE COMPREHENSIVE PLAN AND THE LAND DEVELOPMENT CODE.
12:08:45 AND ON SUBSTANTIAL COMPETENT EVIDENCE THAT'S PRESENTED AT
12:08:48 THE HEARING.
12:08:49 SO IF ANYONE IN THE AUDIENCE INTENDS TO PROVIDE TESTIMONY ON
12:08:54 THE APPLICATION, YOU MUST BE SWORN IN BY THE CLERK AND YOU

12:08:58 SHOULD ALSO FILL OUT A PUBLIC SPEAKER'S CARD AND GIVE IT TO
12:09:01 THE CLERK BEFORE SPEAKING.
12:09:03 THIS INCLUDES THE APPLICANT, THE STAFF AND ANY PUBLIC.
12:09:06 PLEASE BE ADVISED THAT ANY PERSON WHO PROVIDES TESTIMONY ON
12:09:09 AN APPLICATION MAY BE SUBJECT TO CROSS-EXAMINATION.
12:09:13 THE PUBLIC MAY NOT CROSS-EXAMINE WITNESSES, BUT MAY ASK

12:09:19 COUNCIL MEMBERS TO ASK QUESTIONS OF WITNESSES.
12:09:25 FURTHER DETAILS OF QUASI-JUDICIAL PROCEDURES MAY BE OBTAINED
12:09:29 FROM THE CLERK.
12:09:29 BUT IN GENERAL, THE CLERK WILL SWEAR IN ANY PERSONS WHO
12:09:32 INTEND TO PROVIDE TESTIMONY TODAY.
12:09:34 THEN WE'LL HEAR FROM MS. GIBBS, VILLAGE COMMUNITY
12:09:38 DEVELOPMENT DIRECTOR, AND AFTER THIS THE MAYOR WILL ALLOW
12:09:40 ANYONE FROM THE PUBLIC WHO HAS BEEN SWORN IN TO PROVIDE
12:09:43 TESTIMONY.
12:09:44 WE ASK THAT PUBLIC TESTIMONY BE CONCISE BECAUSE IT IS
12:09:49 LIMITED BY RULES TO THREE MINUTES PER PERSON.
12:09:51 IN ADDITION, IF ANY OF THE COUNCIL MEMBERS HAVE HAD EX PARTE
12:09:55 COMMUNICATIONS REGARDING THIS APPLICATION, THAT MEMBERS
12:09:58 NEEDS TO DISCLOSE THE SUBJECT MATTER OF THAT COMMUNICATION
12:10:01 AND THE PERSON OR PERSONS TO WHOM THE COUNCILMEMBER SPOKE.
12:10:05 AND IF ANY COUNCILMEMBER HAS A CONFLICT OF INTEREST, THE
12:10:08 MEMBER MUST DISCLOSE THE CONFLICT AND RECUSE HIMSELF OR
12:10:12 HERSELF FROM PARTICIPATION IN THE DISCUSSION OR IN VOTING.
12:10:15 SO AT THIS POINT, I THINK WE'D ASK THE CLERK TO ADMINISTER

12:10:22 THE OATH.
12:10:23 ANYBODY WHO INTENDS TO TESTIFY TO STAND AND RAISE YOUR RIGHT
12:10:26 HAND.
12:10:31 >>Tammy Duran: TELL THE TRUTH, WHOLE TRUTH AND NOTHING BUT
12:10:33 THE TRUTH.
12:10:36 >>Nancy Stroud: AND HAS ANY COUNCILMEMBER HAD ANY EX PARTE
12:10:39 COMMUNICATIONS REGARDING THIS APPLICATION?
12:10:41 THANK YOU.
12:10:46 IF THERE ARE ANY CONFLICTS OF INTEREST, THE MEMBER SHOULD
12:10:53 DISCLOSE THAT RIGHT NOW.

12:10:54 THANK YOU.
12:10:55 HAS THE CLERK RECEIVED ANY LETTERS OR OTHER WRITTEN
12:11:00 COMMUNICATIONS?
12:11:01 >>Tammy Duran: WE DID RECEIVE AN E-COMMENT FOR THIS, AND
12:11:05 THAT WAS IT.
12:11:09 >>Nancy Stroud: IT'S NOW TIME FOR MARY WHO IS BOTH THE
12:11:13 APPLICANT AND THE STAFF ON THIS.
12:11:18 >>Mary Gibbs: APPARENTLY I HAVE MULTIPLE PERSONALITIES.
12:11:21 JUST CALL ME SYBIL.
12:11:22 [LAUGHTER]
12:11:22 SO THIS IS THE WILLIAMS ROAD REZONING.
12:11:31 VILLAGE-INITIATED REZONING, WHICH MEANS WE'RE THE APPLICANT.
12:11:35 THIS IS THE PROPERTY THAT'S 21 ACRES.
12:11:38 IT IS ON THE NORTH SIDE OF WILLIAMS ROAD AND IT'S EAST OF
12:11:41 THE RAILROAD TRACKS.

12:11:43 THE EAST HALF YOU KNOW IS THE GOLF DRIVING RANGE AND THE
12:11:46 WEST HALF OF THE PROPERTY IS VACANT.
12:11:48 THE EAST HALF OF THE PROPERTY IS ZONED AS A COMMERCIAL
12:11:52 PLANNED DEVELOPMENT BY THE COUNTY AND IS ONLY ALLOWED TO
12:11:56 HAVE DRIVING RANGE TYPE USES.
12:11:58 THE WEST HALF OF THE PROPERTY IS ZONED AGRICULTURE, FARMING,
12:12:02 THINGS LIKE THAT.
12:12:03 WE HAVE TO REZONE THIS TO WHAT WE CALL THE ESTERO PLANNED
12:12:08 DEVELOPMENT BECAUSE OF THE PROPOSED MIX OF USES THAT WE'RE
12:12:10 LOOKING AT FOR THIS PROPERTY.
12:12:12 SO WE ARE PROPOSING TO REZONE IT, AND YOU'VE SEEN THE VIESTE
12:12:18 PLANS.
12:12:19 WE'RE LOOKING AT INDOOR AND OUTDOOR RECREATION,
12:12:21 SPORTS-RELATED ACTIVITIES AND SOME ENTERTAINMENT TYPE USES.

12:12:25 WE HAD TAKEN THIS TO THE PLANNING ZONING AND DESIGN BOARD IN
12:12:31 JANUARY, AND IT WAS CONTINUED TO APRIL.
12:12:33 THEY HAD SOME QUESTIONS AT THE TIME, AND WE DIDN'T REALLY
12:12:36 HAVE AN EXACT IDEA OF WHAT THE PLAN WAS, SO THEY HAD A LOT
12:12:40 OF QUESTIONS AT THAT TIME.
12:12:43 AT THE TIME THERE WAS A HOTEL USE PROPOSED ON THE PROPERTY,
12:12:46 BUT SINCE THEY RECOMMENDED THAT WE DO NOT DO THE HOTEL USE
12:12:49 AND WE HAVE ELIMINATED THAT FROM THE REQUEST.
12:12:53 SO THEY ALSO THOUGHT THAT THE SITE PLAN WAS TOO SPECIFIC, SO
12:13:00 WE ACTUALLY RE-DID THE MASTER CONCEPT PLAN TO MAKE IT A
12:13:04 LITTLE MORE GENERALIZED.

12:13:05 IN THE MEANTIME, SOME OF THE WORK THAT VIESTE AND MICHAEL
12:13:09 COMPARATO WAS DOING REALIGNED THE PROPERTY SO THAT THE MAIN
12:13:14 ENTRANCE WOULD BE OFF OF VIA COCONUT INSTEAD OF WILLIAMS
12:13:16 ROAD.
12:13:17 WE ADJUSTED THE SITE PLAN TO ACCOUNT FOR THAT.
12:13:19 WE HAVE RECOMMENDED APPROVAL OF THE REZONING WITH SEVERAL
12:13:24 CONDITIONS, AND THERE WERE A COUPLE OF DEVIATIONS THAT I'LL
12:13:28 EXPLAIN.
12:13:29 WE BELIEVE THAT THE REQUEST IS CONSISTENT WITH OUR
12:13:33 COMPREHENSIVE PLAN.
12:13:33 IT'S ALSO IN THE VILLAGE CENTER CATEGORY, WHICH ALLOWS
12:13:37 RECREATIONAL TYPE USES AND PARK AND CIVIC TYPE OF USES.
12:13:41 SO WE THINK IT'S COMPLEMENTARY TO THE HIGH SCHOOL PROPERTY
12:13:45 AND THE COMMUNITY PARK PROPERTY.
12:13:47 WE HAD ASKED ORIGINALLY FOR A DEVIATION FOR HEIGHT BECAUSE
12:13:51 WHEN WE INCLUDED THE HOTEL, THEY SAID IT COULD BE 75 FEET
12:13:55 TALL.
12:13:56 SO WHEN WE WITHDREW THE DEVIATION FOR THE USE OF THE HOTEL,

12:13:59 WE ALSO WITHDREW THAT DEVIATION.
12:14:01 SO THE HEIGHT OF THE PROPERTY, MAXIMUM HEIGHT WOULD BE 45
12:14:04 FEET, WHICH IS PRETTY MUCH WHAT IS ALLOWED IN MOST OF ESTERO
12:14:08 RIGHT NOW.
12:14:08 WE HAVE ASKED FOR A COUPLE OF DEVIATIONS.
12:14:13 ONE IS A REQUEST TO NOT DO A PATTERN BOOK UNTIL WE ACTUALLY
12:14:19 GET INTO DOING OUR DEVELOPMENT ORDER.

12:14:21 WE CAN DO A PATTERN BOOK AT THAT TIME.
12:14:23 RIGHT NOW, WE DON'T KNOW EXACTLY WHAT THE BUILDINGS ARE
12:14:25 GOING TO BE.
12:14:27 WE DON'T KNOW WHAT ARCHITECTURAL STYLE WE'RE GOING TO USE AT
12:14:29 THIS POINT AND THAT WILL BE FLESHED OUT LATER.
12:14:33 SO THAT WAS THE DEVIATION TO JUST DELAY THE PATTERN BOOK
12:14:37 UNTIL LATER IN THE PROCESS.
12:14:38 AND THEN WE ALSO ASKED FOR DEVIATION FOR THE BUFFERS
12:14:42 ADJACENT TO THE ESTERO COMMUNITY PARK AND THE SCHOOL
12:14:46 PROPERTY BECAUSE FOR SOME REASON IT IS REQUIRED TO HAVE LIKE
12:14:50 AN F-TYPE BUFFER, WHICH IS 50 FEET WIDE, WHICH DOESN'T LEND
12:14:56 -- IT'S NOT REALLY COMPLEMENTARY, AND WE WOULD LIKE TO HAVE
12:14:59 SOME INTERCONNECTIONS BETWEEN THOSE PROPERTIES, IF WE CAN.
12:15:01 WE'RE ASKING FOR THE DEVIATION TO ELIMINATE THAT BUFFER.
12:15:05 I'M SURE WE'RE GOING TO DO SOME BUFFERING AND LANDSCAPING,
12:15:07 BUT WE DON'T THINK IT MAKES SENSE TO DO A 50-FOOT BUFFER
12:15:11 THERE.
12:15:11 WE WILL HAVE BUFFERS ON WILLIAMS ROAD AND VIA COCONUT.
12:15:14 THOSE ARE REQUIRED TO BE 20-FOOT WIDE TYPE D BUFFERS WHICH
12:15:18 ARE TREES INTERSPERSED WITH TWO ROWS OF HEDGES.
12:15:25 IT'S A PRETTY EXTENSIVE BUFFER.
12:15:26 WE ALSO HAVE A DEVIATION FOR INTERSECTION SEPARATION IN THE

12:15:32 EVENT WE NEED IT ON VIA COCONUT AND WILLIAMS ROAD.
12:15:34 COLLECTOR ROADS ARE REQUIRED TO HAVE A 330-FOOT SEPARATION
12:15:40 BETWEEN INTERSECTIONS, BUT WE WOULD LIKE TO REDUCE THAT TO

12:15:42 200 BECAUSE WE'VE GOT SOME CONSTRAINTS WITH THE GOLF DRIVING
12:15:46 RANGE CONFIGURATION.
12:15:47 SO WE DON'T KNOW AT THIS POINT.
12:15:49 WE MAY USE WILLIAMS AS A SECONDARY ACCESS.
12:15:52 WE MAY NOT.
12:15:53 WE DON'T REALLY KNOW FOR SURE, BUT WE WOULD LIKE TO HAVE THE
12:15:56 DEVIATION SO WE HAVE SOME FLEXIBILITY TO ADJUST THE
12:15:59 LOCATION.
12:15:59 AND ON VIA COCONUT, THE SAME THING.
12:16:01 WE NEED A LITTLE FLEXIBILITY TO ADJUST THE LOCATION.
12:16:04 WE'VE GOT A CURVE ON THE ROADWAY, SO WE WANT TO MAKE SURE WE
12:16:08 PUT THE LOCATION WHERE IT'S SAFE FOR VISIBILITY.
12:16:12 THE CONDITIONS WE PUT IN THE ZONING ORDINANCE, WHICH ARE
12:16:16 ATTACHED IN YOUR STAFF REPORT, BASICALLY THE SITE PLAN THAT
12:16:21 WE RE-DID TO MAKE IT A LITTLE BIT MORE CONCEPTUAL, THE
12:16:26 HEIGHT WOULD BE LIMITED TO 45 FEET.
12:16:28 THE USES THAT WE SUGGESTED, RECREATIONAL FACILITIES, INDOOR
12:16:33 AND OUTDOOR SO THAT COULD ACCOMMODATE PICKLEBALL.
12:16:36 THAT COULD ACCOMMODATE THE DRIVING RANGE, ANY OF THOSE TYPES
12:16:39 OF USES.
12:16:40 PARK-TYPE USES.
12:16:42 RETAIL USES THAT WOULD BE ANCILLARY TO SPORTS AND RECREATION
12:16:45 OPERATIONS, RESTAURANTS, WHICH WOULD ALSO BE PART OF THOSE
12:16:51 OPERATIONS.
12:16:51 FOOD TRUCKS IN CASE WE WANT SOMETHING LATER.

12:16:55 OFFICES THAT ARE ANCILLARY TO THE OPERATIONS.
12:16:58 WE DO HAVE CONSUMPTION ON PREMISES BECAUSE WE DO ANTICIPATE
12:17:04 THERE WILL BE SOME ADULT BEVERAGES AT SOME OF THE
12:17:08 RESTAURANTS.
12:17:08 WE HAVE A CONDITION THAT IF WE HAVE OUTDOOR CONSUMPTION ON
12:17:12 PREMISES OR ANY BARS WITH OUTDOOR SEATING WITHIN 500 FEET OF
12:17:17 EXISTING HOMES, WE WOULD TAKE THAT TO A PUBLIC HEARING AT
12:17:20 PLANNING, ZONING AND DESIGN BOARD.
12:17:22 SO THE ONLY ALCOHOL THAT IS ACTUALLY BEING APPROVED WOULD BE
12:17:25 INDOORS IN CONJUNCTION WITH RESTAURANTS AT THIS POINT, WHICH
12:17:29 IS WHAT WE TYPICALLY DO TO MOST PEOPLE.
12:17:33 IF ANYBODY HAS OUTDOOR SEATING, WE TYPICALLY WOULD TAKE IT
12:17:36 BACK TO PLANNING ZONING AND DESIGN BOARD JUST SO THE PUBLIC
12:17:40 HAS AN OPPORTUNITY TO COMMENT.
12:17:42 AND THEN WE HAVE BASICALLY THE STANDARD CONDITIONS ABOUT
12:17:47 BUFFERS AND LIGHTING HAS TO BE IN COMPLIANCE WITH THE CODE.
12:17:50 THOSE ARE BASICALLY ALL THE CONDITIONS.
12:17:55 I'M HAPPY TO ANSWER ANY QUESTIONS.
12:17:58 >>Mayor McLain: ANY QUESTIONS FROM COUNCIL?
12:17:59 I THINK YOU DID A PRETTY THOROUGH JOB.
12:18:03 THANK YOU, MARY.
12:18:05 WE NOW OPEN THIS UP FOR PUBLIC COMMENT.
12:18:12 DO WE HAVE ANY PUBLIC COMMENTS?
12:18:13 I WAS GOING TO READ THE WHOLE THING HERE, SINCE WE DON'T
12:18:16 HAVE ANYBODY MAKING COMMENTS.

12:18:19 WE'VE GOT E COMMENTS.
12:18:22 >>Tammy Duran: WE DID GET E COMMENT, YES.
12:18:24 >>Mayor McLain: READ THOSE.
12:18:26 I WILL NOW CLOSE THE PUBLIC COMMENT PORTION OF THIS HEARING.

12:18:31 DOES STAFF WANT TO PRESENT ANYTHING FURTHER?
12:18:37 >>Mary Gibbs: NO AND I DON'T NEED TO CROSS-EXAMINE MYSELF.
12:18:40 >>Mayor McLain: OKAY.
12:18:41 GOOD.
12:18:41 COUNCIL MEMBERS WANT TO DISCUSS THE ORDINANCE AT ALL?
12:18:45 IF NOT, I WOULD ENTERTAIN A MOTION TO APPROVE ORDINANCE
12:18:52 NUMBER 2023-04.
12:18:56 >>Rafael Lopez: SO MOVED.
12:18:57 >>Mayor McLain: COUNCILMEMBER LOPEZ HAS MADE THE MOTION.
12:19:00 AND I HAVE A SECOND BY COUNCILMAN ZALUCKI.
12:19:03 CLERK, PLEASE CALL THE ROLL.
12:19:10 >>George Zalucki: AYE.
12:19:10 >>Jim Ward: AYE.
12:19:12 >>Rafael Lopez: AYE.
12:19:14 >>Lori Fayhee: AYE.
12:19:16 >>Larry Fiesel: AYE.
12:19:17 >>Mayor McLain: AYE.
12:19:18 NEXT ON THE AGENDA IS ITEM NUMBER 11B, THE SECOND READING
12:19:24 AND PUBLIC HEARING ON RESOLUTION NUMBER 2023-11.
12:19:29 HAS THIS BEEN PROPERLY ADVERTISED?
12:19:35 >>Tammy Duran: YES.

12:19:36 >>Mayor McLain: IT HAS.
12:19:37 WOULD YOU PLEASE READ THE TITLE OF THE RESOLUTION.
12:19:38 >>Tammy Duran: A RESOLUTION OF THE VILLAGE COUNCIL OF THE
12:19:41 VILLAGE OF ESTERO, FLORIDA, ADOPTING THE CAPITAL IMPROVEMENT
12:19:44 PROGRAM FOR FISCAL YEAR 2023-2024; PROVIDING AN EFFECTIVE
12:19:50 DATE.
12:19:51 >>Mayor McLain: THANK YOU.
12:19:52 STEVE, DO YOU HAVE SOME COMMENTS?

12:19:54 >>Steven Sarkozy: VERY LITTLE, MAYOR AND MEMBERS OF COUNCIL.
12:19:57 THIS ITEM HAS BEEN BEFORE YOU IN THE PAST IN WORKSHOP.
12:20:02 I NOTED THEN AND WILL AGAIN NOTE THAT WE WILL PERIODICALLY
12:20:09 COME BACK TO AND REVIEW THE CAPITAL IMPROVEMENT PROGRAM.
12:20:12 AND THOSE COMMENTS ARE PARTICULARLY PERTINENT NOW BECAUSE
12:20:16 WITH ALL OF THE GRANT ACTIVITY AND THE OPPORTUNITIES THAT WE
12:20:20 HAVE INTERGOVERNMENTALLY, QUITE LIKELY THERE WILL BE CHANGES
12:20:25 WE LOOK AT BETWEEN NOW AND THE FINAL ADOPTION OF THE BUDGET
12:20:28 IN SEPTEMBER.
12:20:28 SO I WOULD ANTICIPATE THAT AS ADDITIONAL INFORMATION BECOMES
12:20:33 KNOWN, WE'LL BRING IT TO THE COUNCIL AND THEN INCORPORATE
12:20:36 THAT AND MODIFY THE C.I.P. AS YOU DICTATE.
12:20:40 >>Mayor McLain: THANK YOU.
12:20:41 COUNCIL HAVE ANY QUESTIONS?
12:20:42 NO QUESTIONS FROM COUNCIL.
12:20:45 I'LL OPEN IT UP FOR PUBLIC COMMENT.
12:20:48 >>Tammy Duran: HAVE NONE.

12:20:49 >>Mayor McLain: WE WILL NOW CLOSE THE PUBLIC PORTION OF THIS
12:20:53 HEARING.
12:20:56 I AM WILLING TO ENTERTAIN A MOTION FOR RESOLUTION NUMBER
12:21:01 2023-11.
12:21:02 DID I HEAR SOMEBODY?
12:21:03 COUNCILMEMBER FAYHEE AND SECONDED BY GEORGE ZALUCKI.
12:21:10 CLERK, PLEASE CALL THE ROLL.
12:21:16 >>Larry Fiesel: AYE.
12:21:17 >>Lori Fayhee: AYE.
12:21:19 >>Rafael Lopez: AYE.
12:21:20 >>Jim Ward: AYE.
12:21:22 >>George Zalucki: AYE.

12:21:22 >>Mayor McLain: AYE.
12:21:24 I GUESS WE STILL HAVE SOME PUBLIC LEFT.
12:21:31 IT'S BEEN A LONG MEETING.
12:21:32 DO WE HAVE ANY PUBLIC COMMENTS ON ITEMS THAT WERE NOT ON THE
12:21:35 AGENDA?
12:21:36 >>Tammy Duran: NO.
12:21:37 >>Mayor McLain: NONE.
12:21:37 OKAY.
12:21:38 SO AT THIS POINT, WE HAVE TIME TO HAVE COUNCIL
12:21:47 COMMUNICATIONS.
12:21:49 WE'LL START WITH YOU, LARRY.
12:21:51 >>Larry Fiesel: I DON'T HAVE A LOT TO SAY.
12:21:52 WE HONORED THE EVERBLADES AT THE BEGINNING OF THE MEETING,

12:22:00 AT THE WINNING OF THE SECOND CONSECUTIVE KELLY CUP.
12:22:03 I RECEIVED A PHONE CALL JUST BEFORE NOON ON TUESDAY A WEEK
12:22:07 AGO FROM A PARTY THAT WILL GO UNNAMED AND WAS TOLD THAT THE
12:22:13 MAYOR IS OUT OF TOWN AND THE VICE-MAYOR IS OUT OF TOWN, THAT
12:22:18 I'M GOING TO BE SPEAKING AT THE HERTZ ARENA TONIGHT.
12:22:21 I WILL HAVE TO SAY, THOUGH, IT WAS AN HONOR.
12:22:25 I ENJOYED IT.
12:22:28 I CAN'T REMEMBER THE LAST TIME I WAS INTRODUCED A
12:22:33 POLITICIAN, WHICH I DON'T KNOW THAT I AM, INTRODUCED AND THE
12:22:36 CROWD KIND OF CHEERED AND WENT CRAZY.
12:22:38 SO I ENJOYED THAT.
12:22:39 IT WAS A GREAT EVENING.
12:22:40 A LOT OF PEOPLE TURNED OUT.
12:22:42 IT'S A GREAT HOCKEY TEAM.
12:22:44 IT'S A GREAT ASSET TO THE VILLAGE OF ESTERO.
12:22:48 THE ARENA IS A GREAT ASSET.

12:22:51 IT WAS A PLEASANT EVENING.
12:22:53 I WAS PLEASED TO BE A PART OF IT AND REPRESENT THE VILLAGE
12:22:55 OF ESTERO AT THAT EVENT.
12:22:57 >>Mayor McLain: YOU WERE GOOD BECAUSE YOU HAVE A GOOD
12:22:59 BROADCASTER VOICE AND YOU GOT APPLAUDS AFTERWARDS.
12:23:03 THAT IS A GOOD THING.
12:23:06 >>Larry Fiesel: I WAS IN A ROCK CONCERT OR SOMETHING.
12:23:10 >>Mayor McLain: STANDING ROOM ONLY FOR YOU.
12:23:11 >>Larry Fiesel: YEAH, STANDING ROOM ONLY.

12:23:14 COUNCILMAN LOPEZ TOOK A PICTURE OF ME, AND THERE WAS SMOKE
12:23:18 AROUND MY HEAD.
12:23:19 IF I HAD KNOWN THAT, I WOULD HAVE PERFORMED OR SOMETHING.
12:23:22 I DON'T HAVE A LOT OF PERFORMING SCHOOLS, SO IT WAS BEST I
12:23:26 DIDN'T DO THAT.
12:23:27 >>Mayor McLain: LORI, ANY COMMENTS?
12:23:31 >>Lori Fayhee: WELL, THIS HAS BEEN A LONG MEETING, SO I'LL
12:23:34 SAVE IT FOR NEXT TIME.
12:23:36 I HAD ASKED STEVE IF EITHER THE ATTORNEY OR STEVE COULD
12:23:44 MAYBE EXPLAIN A LITTLE BIT ABOUT WHAT WE'RE ABLE TO SAY
12:23:51 ABOUT PROPERTIES THAT SOMEONE BUYS AS FAR AS DEVELOPMENT
12:23:56 GOES.
12:23:57 BUT A LOT OF IT WE'RE NOT ABLE JUST TO SAY DON'T DO IT.
12:24:02 SO AT SOME POINT HOPEFULLY ONE OF THEM CAN ADDRESS THIS AND
12:24:06 EXPLAIN IT BETTER THAN I CAN.
12:24:08 I'VE LIVED HERE ALMOST 20 YEARS.
12:24:11 I FEEL WITH THE REST OF THE PUBLIC THAT I MISS THOSE
12:24:14 PASTURES WITH THE CATTLE IN THEM.
12:24:18 BUT THAT'S NOT REALLY IN OUR CONTROL.
12:24:22 AND I APPRECIATE THAT OUR MANAGER IS MAKING SURE THAT WE

12:24:26 HAVE PLENTY OF GREENSPACE FOR ESTERO, AND I HAVE FAITH IN
12:24:33 HIS ABILITIES.
12:24:33 THANK YOU.
12:24:34 >>Mayor McLain: THANK YOU.
12:24:35 COUNCILMAN LOPEZ.

12:24:36 >>Rafael Lopez: IN THE INTEREST OF TIME, I DO HAVE A COUPLE
12:24:39 OF THINGS I WANT TO SAY BUT I'LL LEAVE IT UNTIL NEXT TIME.
12:24:42 I WAS VERY PROUD OF COUNCILMAN FIESEL.
12:24:44 HE DID LOOK LIKE A ROCK STAR UP THERE EVEN THOUGH HE HAD ALL
12:24:48 THE SMOKE AROUND HIM.
12:24:49 I HAVE TO SAY ONE THING.
12:24:51 I DID PARTICIPATE WITH A DOUGHNUT WITH DAD AT OCEAN CHURCH
12:24:56 BECAUSE MY GRANDDAUGHTER GOES THERE.
12:24:58 MY SON-IN-LAW INVITED ME AND IT WAS A NICE LITTLE EVENT.
12:25:04 I FEEL THAT'S THE ONE THING I HAVE TO MENTION.
12:25:06 >>Jim Ward: NO COMMENT AT THIS TIME.
12:25:09 >>George Zalucki: JUST A COUPLE OF BRIEF COMMENTS.
12:25:10 NUMBER ONE, I-75 AND CORKSCREW ROAD EXCHANGE IS LOOKING
12:25:14 WONDERFUL.
12:25:15 SO WE'VE GOT A LOT OF PLANTINGS IN THERE AND THE PALM TREES.
12:25:19 IT LOOKS LIKE WE'RE GETTING TOWARD THE FINAL PHASE OF MAKING
12:25:21 THAT A BEAUTIFUL PART OF OUR COMMUNITY.
12:25:23 I WANT TO BRING THAT TO THE ATTENTION.
12:25:25 ONE EVENT I ATTENDED LAST SATURDAY, AND COUNCILMAN LOPEZ WAS
12:25:27 WITH ME, THE WOMEN OF DISTINCTION AWARD GALA WAS HELD IN
12:25:32 FORT MYERS.
12:25:32 I WAS HONORED TO BE THERE AND ALSO HONORED TO BE ASKED TO
12:25:35 PRESENT ONE OF THE AWARDS.
12:25:37 WE WERE -- WE ALSO ATTENDED, ATTORNEY GENERAL ASHLEY MOODY

12:25:41 WAS THERE AND U.S. CONGRESSMAN BYRON DONALD WAS THERE AS

12:25:44 EMCEE.
12:25:45 GREAT EVENT FOR GREAT CAUSE AND I LOOK FORWARD TO NEXT YEAR.
12:25:48 THAT'S ALL, MR. MAYOR.
12:25:49 >>Mayor McLain: I'LL KEEP MY COMMENTS SHORT.
12:25:51 I THINK WE'VE ALL BEEN VERY BUSY HERE THE LAST SEVERAL DAYS
12:25:55 GETTING READY FOR THIS MEETING.
12:25:56 AND I THINK THAT IT WAS A LONG MEETING, BUT I THINK WE GOT A
12:25:59 LOT ACCOMPLISHED.
12:26:02 I'LL SAVE MY OTHER COMMENTS FOR A FUTURE MEETING.
12:26:05 WE WILL GO TO OUR ATTORNEY IF YOU'VE GOT ANY COMMENTS.
12:26:09 >>Robert Eschenfelder: COUNCILWOMAN FAYHEE, YOU HAVE MY
12:26:14 NUMBER.
12:26:14 GIVE ME A CALL OR STOP BY MY OFFICE WHEN I'M HERE.
12:26:19 HAPPY TO TALK TO BUT CLARIFYING.
12:26:21 >>Lori Fayhee: THANK YOU.
12:26:22 I WAS ACTUALLY ASKING MORE FOR THE PUBLIC TO KNOW, TO BE
12:26:26 AWARE OF THESE THINGS.
12:26:28 COMMISSIONER HAMMAN WAS ON THE RADIO THIS MORNING AND
12:26:35 TALKING ABOUT THE SAME SUBJECT, THAT IT'S AN ISSUE THAT'S
12:26:40 COMING ON ALL ACROSS LEE COUNTY, NOT JUST ESTERO.
12:26:43 YOU I THINK IT'S HELPFUL AT SOME POINT.
12:26:45 DOESN'T NEED TO BE.
12:26:48 >>Robert Eschenfelder: GET WITH ME AND WALK ME THROUGH A BIT
12:26:51 MORE ABOUT WHAT YOU WANT.
12:26:52 MAYBE AT THE NEXT MEETING WHEN WE HAVE MORE TIME, WE CAN

12:26:55 TALK ABOUT IT.
12:26:55 >>Mayor McLain: DO THAT IN A WORKSHOP OR SOMETHING.

12:26:58 STEVE, DO YOU HAVE ANY COMMENTS?
12:26:59 >>Steven Sarkozy: JUST A REAL QUICK ONE RELATED TO THE HERTZ
12:27:01 ARENA AND THE HOCKEY PROGRAM.
12:27:04 WE TAKE IT FOR GRANTED, BUT IT'S REALLY A UNIQUE OPPORTUNITY
12:27:08 TO HAVE HOCKEY FACILITY LIKE THAT OR SKATING FACILITY.
12:27:13 I JUST WANT TO PULL A COUPLE OF POINTS TOGETHER, THE ESTERO
12:27:18 LIFE MAGAZINE THEY REPORTED THAT SOME GROUP HAS IDENTIFIED
12:27:24 HERTZ ARENA AS BEING ONE OF THE BEST VENUES IN THE COUNTRY,
12:27:28 BUT ALSO ON THE HOCKEY FRONT, WHAT'S GROWING HERE LOCALLY,
12:27:34 YOU MAY NOT BE AWARE OF, BUT LAST YEAR, THERE WAS A SECOND
12:27:38 ROUND DRAFT CHOICE IN THE NATIONAL HOCKEY LEAGUE DRAFT THAT
12:27:42 CAME FROM ESTERO.
12:27:44 THIS YEAR ON AN INTERNATIONAL BASIS, THERE IS A NUMBER ONE
12:27:49 DRAFT CHOICE COMING HERE.
12:27:51 THAT'S AMONG THE TOP 30 PEOPLE IN THAT AGE GROUP IN THE
12:27:57 WORLD.
12:27:58 LAST YEAR THE TOP 60 PEOPLE IN THE WORLD, ONE COMING FROM
12:28:01 HERE.
12:28:02 AND THERE'S MORE COMING.
12:28:04 SO HAVING PLAYED HOCKEY IN THE PAST, I WOULD HAVE GONE OVER
12:28:08 TO THOSE AND I WOULD NEVER GET ON THE ICE WITH THOSE LITTLE
12:28:11 KIDS BECAUSE THEY ARE BETTER THAN I EVER THOUGHT I COULD BE.
12:28:15 WE'RE GROWING A CROP OF PEOPLE HERE WHO ARE NOTEWORTHY ON AN

12:28:20 INTERNATIONAL BASIS.
12:28:21 IT'S A COOL FACTOR COMPOUNDING.
12:28:28 >>Mayor McLain: THANK YOU, STEVE.
12:28:29 NOW WE'RE GOING TO ADJOURN THE REGULAR SESSION AND WE'RE
12:28:33 GOING TO CONVENE A WORKSHOP WHICH WE HAVE ONE ITEM.
12:28:39 THAT WORKSHOP ITEM IS ITEM 16A, TUSCAN AUDITORS.

12:28:44 THEY AUDIT OUR BOOKS HERE.
12:28:45 I THINK OUR AUDITOR HAS BEEN ONE PATIENT GENTLEMAN THROUGH
12:28:50 THIS LONG MEETING.
12:28:51 WELCOME.
12:28:53 STEVE, DO YOU HAVE SOME COMMENTS?
12:28:55 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
12:28:57 WE TAKE THE AUDIT VERY SERIOUSLY.
12:29:00 WE TAKE THE CONTROL OF OUR FINANCES VERY SERIOUSLY.
12:29:03 AND THE PERFORMANCE METRIC HERE IS THAT WE GO THROUGH -- TRY
12:29:07 TO GO THROUGH EVERY YEAR UNSCATHED.
12:29:10 WE'VE HAD QUITE A TRANSITION RECENTLY WITH FINANCE DIRECTOR
12:29:15 LEFT, A NEW ONE COMING IN, HAVING LEFT, AND NOW WE'RE VERY
12:29:19 STABLE WITH A WHOLE NEW STAFF WITH KEVIN GREENVILLE AS WELL
12:29:25 AS TWO ADDITIONAL PART-TIME PEOPLE HANDLING ALL OF THE
12:29:30 ACCOUNTS.
12:29:30 BUT WE'RE VERY PLEASED WITH THE WORK THAT TUSCAN HAS DONE
12:29:35 FOR US ON A CONTINUAL BASIS.
12:29:37 THEY WORK HAND IN GLOVE WITH US, BUT THEY HAVE THE SAME
12:29:40 FOCUS TO MAKE SURE THAT WE PROVIDE THE HIGHEST ETHICAL

12:29:46 STANDARDS AND THE HIGHEST DEGREE OF FINANCIAL ACCOUNTABILITY
12:29:50 TO THE COMMUNITY.
12:29:51 WELCOME.
12:29:51 AGAIN, APPRECIATE YOU COMING IN.
12:29:56 >> I'M PRACTICED UP ON THIS, ALL THE GOVERNMENTS HAVE TO BE
12:30:00 TURNED IN BY JUNE 30 IN FLORIDA.
12:30:03 SO IN THE LAST WEEK OR SO, I HAVE NINE OF THESE MEETINGS.
12:30:08 I HAVE ANOTHER ONE TONIGHT.
12:30:10 I'M USED TO WAITING.
12:30:13 THE AUDIT HAS BEEN COMPLETED.

12:30:17 YOU HAVE IT IN YOUR GREEN BOOK THERE.
12:30:20 I KNOW YOU'VE HAD A LONG MEETING SO WE'RE NOT GOING TO GO
12:30:24 THROUGH ABOUT 130 PAGES, BUT JUST A COUPLE OF HIGHLIGHTS.
12:30:28 IN THERE IS OUR AUDITOR'S OPINION AND OBVIOUSLY THE REASON
12:30:33 WE DO THE AUDIT.
12:30:35 THE OPINION WAS UNMODIFIED WHICH IS COMMONLY CALLED A CLEAN
12:30:41 OPINION OR THE HIGHEST LEVEL OF OPINION AN AUDITOR CAN
12:30:44 ISSUE.
12:30:44 THE REPORT LOOKS DIFFERENT THIS YEAR.
12:30:48 THE OPINION, BECAUSE THEY CHANGED -- THE OPINION IS DESIGNED
12:30:52 AND FORMATTED BY THE REGULATORY GROUPS.
12:30:56 THEY CHANGE THE LOOK OF IT THIS YEAR.
12:30:59 IT'S LONGER.
12:31:00 ONE OF THE THINGS WE HAVE TO TELL YOU IS WHETHER WE HAD ANY
12:31:03 ISSUES DURING THE AUDIT, DISAGREEMENTS OVER ACCOUNTING

12:31:09 PRINCIPLES, SO ON AND SO FORTH.
12:31:10 AND WE DIDN'T HAVE ANY OF THAT.
12:31:14 YOUR MANAGER MENTIONED YOUR STAFF.
12:31:16 KEVIN WAS NEW COMING IN THIS YEAR.
12:31:19 YOU USED BRIT.
12:31:21 SHE HELPED LAST YEAR AS WELL.
12:31:23 THEY DID A GREAT JOB GETTING US ALL THE INPUT.
12:31:26 IT'S BEEN CRAZY AUDIT SEASON THIS YEAR BECAUSE THE HURRICANE
12:31:30 HIT RIGHT BEFORE THE END OF THE FISCAL YEAR, SO MANY OF OUR
12:31:34 GOVERNMENTS GOT SEVERELY DAMAGED.
12:31:36 SO THIS YEAR IS A RACE TO THE FINISH, SO TO SPEAK.
12:31:42 WE REALLY APPRECIATE THEIR HELP.
12:31:44 ONE THING THAT WE DO AS A FIRM IS WE PRESENT THESE GRAPHS.
12:31:51 I'LL GIVE YOU THE HIGHLIGHTS SINCE YOU'VE BEEN SITTING HERE

12:31:53 FOR QUITE A WHILE.
12:31:54 JUST A COUPLE OF THINGS.
12:31:55 YOU FINISHED THE END OF THE YEAR WITH ABOUT 47 MILLION IN
12:31:58 CASH.
12:31:58 SO, REMEMBER, I'M AUDITING '22.
12:32:01 YOU'RE IN THE MIDDLE OF '23.
12:32:04 YOU ARE PROBABLY TALKING BUDGET ABOUT '24 IN ABOUT A MINUTE
12:32:08 OR TWO.
12:32:09 AT THE END OF '22, YOU HAD ABOUT 47 MILLION IN CASH.
12:32:16 NOW, LAST YEAR YOU USED A BIT OF YOUR RESERVES, ABOUT 8
12:32:21 MILLION, MOSTLY TO PAY OFF THE DEBT ON THE LAND THAT YOU

12:32:24 PURCHASED A FEW YEARS AGO.
12:32:25 SO YOU'RE DEBT-FREE ESSENTIALLY AT THE END OF THE YEAR.
12:32:30 BECAUSE OF THE HURRICANE, COVID, AND ALL THE DIFFERENT
12:32:35 THINGS THAT HAPPENED, THE VILLAGE WAS AWARDED ABOUT CLOSE TO
12:32:39 17 MILLION LAST YEAR IN GRANTS.
12:32:42 SO YOU HAD ABOUT 12 MILLION OF THAT LEFT AT THE END OF THE
12:32:46 YEAR.
12:32:46 SO 47 MILLION IN CASH.
12:32:48 12 MILLION WAS IN A RESERVE.
12:32:50 33 MILLION IS WHAT THEY CALL FUND BALANCE OR YOUR EQUITY.
12:32:55 LONG AND SHORT.
12:32:58 BUT BECAUSE YOU GOT THAT GRANT MONEY LAST YEAR, YOU HAD THE
12:33:03 AUDIT SCOPE CHANGED.
12:33:05 YOU ALWAYS ARE AUDITED UNDER GOVERNMENT AUDITING STANDARDS.
12:33:08 OBVIOUSLY, YOU'RE A GOVERNMENT IN FLORIDA.
12:33:11 ONCE YOU SPEND MORE THAN $750,000 OF FEDERAL DOLLARS, YOU
12:33:16 STEP UP THE SCOPE OF THE AUDIT.
12:33:22 THERE ARE ABOUT TEN PAGES OR SO IN THE AUDIT THAT WEREN'T

12:33:25 THERE IN THE PAST THAT TALKS ABOUT US HAVING TO TEST THAT
12:33:30 GRANT EXPENDITURE AND MAKE SURE IT'S IN COMPLIANCE.
12:33:33 AND WE ISSUED A REPORT AND WE BELIEVE YOU'RE IN COMPLIANCE
12:33:37 WITH THE GRANT REQUIREMENT.
12:33:38 SO THAT'S ONE OF THE REASONS IT LOOKS LONGER THAN IN THE
12:33:41 PAST.
12:33:41 OTHER THAN THAT, I SAID I'D STICK WITH THE HIGHLIGHTS.

12:33:49 IF YOU EVER DO FLIP THROUGH THESE GRAPHS AND YOU WOULD LIKE
12:33:52 ME TO COME BACK AND GIVE YOU ANY MORE INFORMATION, I'M HAPPY
12:33:56 TO DO THAT.
12:33:58 >>Mayor McLain: THANK YOU SO MUCH.
12:33:58 THANK YOU FOR YOUR PATIENCE.
12:34:00 AND GOOD LUCK THIS EVENING.
12:34:01 HOPE YOU DON'T HAVE TO WAIT QUITE AS LONG AS HERE.
12:34:05 >> THANK YOU.
12:34:06 >>Mayor McLain: I THINK THAT CONCLUDES OUR WORKSHOP.
12:34:08 SO I AM LOOKING FOR A MOTION --
12:34:10 >>Larry Fiesel: MOVE TO ADJOURN.
12:34:12 >>Mayor McLain: OH.
12:34:18 >>George Zalucki: I HAVE ONE QUESTION, MR. MAYOR AS WELL.
12:34:21 >>Jim Ward: QUICK COMMENT.
12:34:22 I READ THROUGH THIS PROPER.
12:34:24 THIS IS MY WHEEL HOUSE FROM PRIOR DAYS.
12:34:26 I MENTIONED TO KEVIN AND TO JEFF EARLIER THAT I THOUGHT IT
12:34:30 WAS A VERY WELL DONE, COMPREHENSIVE REPORT.
12:34:32 AS JEFF INDICATED, THE MOST IMPORTANT THING IS IT'S A CLEAN
12:34:36 OPINION, WHICH MEANS THERE WERE NO SIGNIFICANT ISSUES THAT
12:34:40 THEY POINTED TO.
12:34:41 THEY DO COMMENT ON THE FACT THAT THEY DON'T DO AN INTERNAL

12:34:45 AUDIT OPINION, BUT THEY DID AN INTERNAL AUDIT REVIEW.
12:34:49 CORRECT ME IF I'M WRONG, AND FOUND THAT THERE WERE NO
12:34:51 INTERNAL AUDIT ISSUES THAT WERE MATERIAL THAT THEY COULD

12:34:54 POINT TO.
12:34:55 THE THING THAT IMPRESSES ME IS THEY TALK ABOUT PRIOR YEAR
12:34:59 CONCERNS AND HOW THEY WERE ADDRESSED BY STAFF AND BY
12:35:05 COUNCIL.
12:35:06 THEY DID ALLUDE TO SOME OF THE INTERESTING THINGS THAT
12:35:10 HAPPENED IN THE CURRENT YEAR REGARDING THE RECEIPT OF THE
12:35:14 ARPA FUNDS TO PAY OFF THE DEBT AND THE PURCHASE OF THE GOLF
12:35:18 RANGE WHICH WAS OVER BUDGET.
12:35:19 THEY DID MAKE A COMMENT RELATIVE TO THE FACT THAT WHEN
12:35:22 YOU'RE OVER BUDGET, YOU SHOULD PUT A CONTINGENCY IN THIS
12:35:26 YEAR'S BUDGET NOTING THE FACT THAT YOU'RE OVER BUDGET ON A
12:35:30 PARTICULAR LINE ITEM.
12:35:31 ALL IN ALL LIKE I SAID EARLIER, A FEW MINUTES AGO, VERY WELL
12:35:34 DONE, VERY COMPREHENSIVE.
12:35:36 THANK YOU.
12:35:37 >> THANK YOU.
12:35:38 >>Jim Ward: ONE FURTHER POINT.
12:35:39 IT IS A TESTAMENT TO STEVE AND HIS STAFF THAT THESE AUDITS
12:35:43 HAVE DONE SO WELL OVER THE LAST COUPLE OF YEARS.
12:35:46 AGAIN, THANK YOU.
12:35:50 >>George Zalucki: THANK YOU FOR SUCH A GREAT REPORT.
12:35:52 I'M A LAY PERSON WHEN IT COMES TO REPORTS LIKE THIS.
12:35:55 MY QUESTION IS THE DIFFERENCE BETWEEN FINDINGS AND A
12:35:59 MANAGEMENT COMMENT BECAUSE THEY BOTH INDICATE IN ONE OF YOUR
12:36:03 LETTERS HERE REPRESENTS SOME DEFICIENCY IN SOME WAY, SHAPE,

12:36:06 OR FORM.
12:36:08 THERE WERE SOME NOTED ON THIS PARTICULAR AUDIT, IF I'M NOT
12:36:11 MISTAKEN.
12:36:12 IF YOU COULD LET US KNOW, IS IT SOMETHING TO BE CONCERNED
12:36:16 ABOUT OR SOMETHING WE HAVE UNDER CONTROL?
12:36:19 I KNOW THERE IS A REMEDY PART OF YOUR SPREADSHEET THAT, OF
12:36:22 COURSE, KEVIN AND HIS STAFF IS WORKING ON, BUT JUST IF YOU
12:36:26 CAN CLARIFY THOSE TWO POINTS.
12:36:28 >> SURE, ABSOLUTELY.
12:36:29 ON THE GRANT PART, WHEN WE'RE TESTING GRANTS, IF YOU FIND
12:36:36 NONCOMPLIANCE OR ISSUES, THOSE ARE CALLED FINDINGS.
12:36:39 OTHERWISE, THE AUDITOR GENERAL AND THE STATE OF FLORIDA SAYS
12:36:46 WE HAVE A NONCOMPLIANCE AREA YOU MENTIONED.
12:36:50 YOU HAVE AN INTERNAL CONTROL ISSUE THAT HE MENTIONED, OR YOU
12:36:53 HAVE MANAGEMENT COMMENT.
12:36:55 IN THIS CASE, WE HAD A NONCOMPLIANCE ISSUE.
12:36:58 IT'S MENTIONED THERE.
12:37:00 THERE WERE TWO FUNDS THAT WERE OVER-EXPENDED THIS YEAR.
12:37:03 AND THE VILLAGE HAS HISTORICALLY NOT BUDGETED THE
12:37:08 CARRY-FORWARD, IN FLORIDA GOVERNMENT, VILLAGES, CITIES ARE
12:37:15 ALL GROUPED INTO WHAT IS CALLED MUNICIPALITIES IN THE
12:37:18 STATUTE.
12:37:19 AND SO THEY HAVE LATITUDE WHERE COUNTIES AND SPECIAL
12:37:25 DISTRICTS DON'T.
12:37:26 THEY HAVE ALWAYS BEEN REQUIRED TO BUDGET THEIR

12:37:30 CARRY-FORWARD.
12:37:31 CITIES HAVE THE OPTION.
12:37:32 AND SO YOU FALL UNDER THAT BECAUSE YOU'RE A MUNICIPALITY
12:37:36 UNDER STATUTE 166.

12:37:38 AND SO WHAT WE RECOMMENDED TO AVOID THIS POTENTIAL FOR
12:37:44 OVER-BUDGET IS EVERY YEAR BUDGET YOUR CARRY-FORWARD IN THOSE
12:37:49 FUNDS AS A CONTINGENCY.
12:37:52 SO IN ORDER TO DO THAT, IF YOU WOULD, WITHIN 60 DAYS OF YOUR
12:37:58 YEAR END, AMEND THE CURRENT BUDGET TO THE AUDITED FUND
12:38:02 BALANCE THAT WE JUST PRODUCED HERE, AND PUT IT IN YOUR
12:38:06 BUDGET FOR THE NEXT YEAR SO THAT IT CARRIES FORWARD.
12:38:10 AND THEN YOU HAVE THAT SAFETY NET SO TO SPEAK.
12:38:15 >>George Zalucki: THANK YOU.
12:38:16 >>Mayor McLain: ANY OTHER COMMENTS?
12:38:17 I THINK I'VE ALREADY GOT A MOTION FROM COUNCILMAN FIESEL.
12:38:22 DO I HAVE A SECOND?
12:38:23 SECOND BY COUNCILMAN LOPEZ.
12:38:27 [SOUNDING GAVEL]
12:38:27 MEETING ADJOURNED.
12:38:48 >>Robert Eschenfelder: THERE WAS AN ACTION THAT SHOULD HAVE
12:38:51 BEEN TAKEN.
12:38:52 IF WE NEED TO ACCEPT IT AT THE NEXT MEETING, WE CAN ACCEPT
12:38:55 IT AT THE NEXT MEETING.
12:38:56 ALL I'M SAYING IS THAT THE PUBLIC HAS BEEN TOLD THIS IS A
12:39:04 WORKSHOP.

12:39:05 YOU'RE NOT ALLOWED TO ACT AT A WORKSHOP.
12:39:08 THE COUNCIL IS NOT ALLOWED TO ACT AT A WORKSHOP.
12:39:15 >> BASICALLY WHAT WILL HAPPEN IS WE'LL ASK THE MANAGER TO
12:39:21 GIVE FINANCE THE AUTHORITY TO SUBMIT BEFORE JUNE 30 AND THEN
12:39:29 LAST YEAR YOU DID THE SAME THING.
12:39:31 THERE WAS SOME ISSUE.
12:39:32 I CAN'T REMEMBER.
12:39:33 YOU ULTIMATELY ACCEPTED IT IN JULY BUT GAVE THE MANAGER

12:39:37 PERMISSION TO SUBMIT.
12:39:39 BECAUSE IT NEEDS TO BE SUBMITTED BEFORE JUNE 30.
12:39:43 >>Mayor McLain: I THINK WE CAN HAVE A CONSENSUS.
12:39:46 >>Robert Eschenfelder: YES.
12:39:47 MINUTES CAN REFLECT THERE'S CONSENSUS.
12:39:49 >>Mayor McLain: ANYBODY OBJECTING TO NOT APPROVING THIS IN
12:39:51 THE JULY OR WHATEVER TIME FRAME WE'RE GOING TO BE IN?
12:39:54 I DON'T HEAR ANY.
12:39:55 SO WE GIVE THE AUTHORITY BY CONSENSUS TO THE VILLAGE MANAGER
12:39:58 TO MOVE FORWARD.
12:39:59 WE'VE ALREADY ADJOURNED.
12:40:02 SO WE'RE GOOD.
12:40:03 THANK YOU.

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.

THE VILLAGE OF ESTERO

PROCLAMATION

WHEREAS, *the hard work, dedication, sportsmanship, talent, and exceptional Florida Everblades team chemistry won the 2023 Kelly Cup championship on Friday night right inside their home Hertz Arena with a 4-3 win over the Idaho Steelheads; and*

WHEREAS, *the Florida Everblades sold out at the Hertz Arena for the game and had the largest group ever in 25 years with 7,855 standing room only; and*

WHEREAS, *the Florida Everblades completed a four-game sweep to extend their reign over the ECHL. This is the third time in team history the Florida Everblades won the Kelly Cup Championship with their first win in 2012; and*

WHEREAS, *the Florida Everblades were founded in 1998. They play in the South Division of the Eastern Conference in the ECHL; and*

WHEREAS, *since their inception in 1998, the Florida Everblades have established a reputation as one of the premier organizations in the ECHL; and*

NOW, THEREFORE, *I, Jon McLain, Mayor of the Village of Estero, Lee County, Florida, offer the Village of Estero's heartiest congratulations to the Everblades for the Kelly Cup championship.*

IN WITNESS THEREOF, *I Jon McLain, Mayor of the Village of Estero, Lee County, Florida, do hereby proclaim that the Village recognizes, and we are very proud of the Florida Everblades team outstanding accomplishment of winning the 2023 Kelly Cup championship.*

I have hereunto set my hand and caused the seal of the Village of Estero to be affixed, this 21st day of June 2023.

_____

Jon McLain, Mayor

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

June 7, 2023 9:30 a.m.

1. CALL TO ORDER

INVOCATION

Pastor Kevin Morris Estero Community Church

PLEDGE OF ALLEGIANCE
Led by Councilmember Lopez

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. PRESENTATION

(a) Vice Mayor Joanne Ribble - Florida League of Cities 'Home Rule HEROES Award

Council Questions or Comments
Mayor McLain.

3. APPROVAL OF AGENDA, ADDITIONS, AND DELETION

Motion: Motion to approve agenda.

Motion by: Councilmember Fiesel
Seconded by: Vice Mayor Ribble

Action: Approved 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
None.

5. CONSENT AGENDA

(a) May 17, 2023, Council Meeting Minutes
(b) Financial Report for Month ended April 2023

Motion: Motion to approve the Consent Agenda.

Motion by: Councilmember Zalucki
Seconded by: Councilmember Fayhee

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) Vieste Professional Services Agreement

Staff Presentation/Comments
Steve Sarkozy, Village Manager

Council Questions or Comments
Mayor McLain

Public Comments
None.

Motion: Motion to approve the Vieste, LLC Agreement.

Motion by: Councilmember Lopez
Seconded by: Vice Mayor Ribble

Action: Approved the Vieste, LLC Agreement.

Vote: (Roll Call)
Aye: Councilmembers Fiesel, Fayhee, Lopez, Ward, Zalucki, Vice Mayor Ribble, and Mayor McLain.
Nay:
Abstentions:

(b) Grant Management Services – RFQ 2023-03

Staff Presentation/Comments
Steve Sarkozy, Village Manager

Council Questions or Comments
Councilmember Ward and Mayor McLain

Public Comments
None.

Motion: 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 Anser Advisory Consulting, LLC. to provide professional Grant Management Services for a one-year period at the rates listed in the contracts, and 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.

Motion by: Councilmember Fiesel
Seconded by: Councilmember Ward

Action: Approved 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 Anser Advisory Consulting, LLC. to provide professional Grant Management Services for a one-year period at the rates listed in the contracts, and 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.

Vote: (Roll Call)
Aye: Councilmembers Fiesel, Fayhee, Lopez, Ward, Zalucki, Vice Mayor Ribble, and Mayor McLain.
Nay:
Abstentions:

(c) RVi Supplemental Staffing Contract and Supplemental Task Authorization No. 01 – Landscape Maintenance Inspections

Staff Presentation/Comments
Steve Sarkozy, Village Manager

Council Questions or Comments
Councilmembers Fiesel, Zalucki, Vice Mayor Ribble, and Mayor McLain

Public Comments
None.

Motion: 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, and 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.

Motion by: Councilmember Zalucki
Seconded by: Councilmember Ward

Action: Approved 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, and 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.

Vote: (Roll Call)
Aye: Councilmembers Fiesel, Fayhee, Lopez, Ward, Zalucki, Vice Mayor Ribble, and Mayor McLain.
Nay:
Abstentions:

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.

Staff Presentation/Comments
Steve Sarkozy, Village Manager
Mary Gibbs, Community Development Director

Council Questions or Comments
Councilmember Ward

Public Comments
None.

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

Motion by: Vice Mayor Ribble
Seconded by: Councilmember Lopez

Action: Passed First Reading of Ordinance 2023-04 and set Public Hearing and Second Reading for June 21, 2023.

Vote: (Roll Call)
Aye: Councilmembers Fiesel, Fayhee, Lopez, Ward, Zalucki, Vice Mayor Ribble, and Mayor McLain.
Nay:
Abstentions:

(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.

Staff Presentation/Comments
Steve Sarkozy, Village Manager
David Willems, Public Works Director

Council Questions or Comments
Councilmember Ward and Mayor McLain

Public Comments
None.

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

Motion by: Councilmember Fayhee
Seconded by: Vice Mayor Ribble

Action: Moved Capital Improvement Hearing and Resolution 2023-11 on to second public hearing on June 21, 2023.

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.

11. VILLAGE ATTORNEY'S REPORT

Robert Eschenfelder, Village Attorney

12. VILLAGE MANAGER'S REPORT

Staff Presentation/Comments
Steve Sarkozy, Village Manager
David Willems, Public Works Director

Council Questions or Comments
Councilmember Ward, Vice Mayor Ribble, and Mayor McLain

Adjourn Regular Session at 10:38 am and Convene Workshop Item 10:38 am

13. WORKSHOPS

(b) Enterprise Resource Planning (ERP) Solution

Staff Presentation/Comments
Steve Sarkozy, Village Manager
Kevin Greenville, Finance Director

Council Questions or Comments
Councilmembers Fayhee, Ward, Zalucki, and Mayor McLain

Public Comments
None.

Recess at 10:51 am and Convene 11:03 am

(a) State Legislative Session and Appropriations Update

Staff Presentation/Comments
Steve Sarkozy, Village Manager
Kevin Greenville, Finance Director

Presentation/Information by
Ron Book, Ronald L Book PA Law Offices Professional Association
Rena Brown, Ronald L Book PA Law Offices Professional Association
Lena Juarez, JEJ & Associates
Robert Miller, JEJ & Associates

Council Questions or Comments
Councilmember Ward and Mayor McLain

Public Comments
None.

14. ADJOURNMENT at 11:24 am

Motion by Councilmember Lopez and seconded by Councilmember Fiesel.

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 21, 2023

Agenda Item:

DMS-22/23-385

Motion to authorize the Village Manager to execute the grant agreement for the Local Government Cybersecurity Grant Program between the Village of Estero and the Department of Management Services, an agency of the State of Florida.

Background:

The Department of Management Services, through the Florida Digital Service, has the authority, pursuant to Chapter 2022-156, Laws of Florida, Specific Appropriation 2944A, to award grants to the Grantee for cybersecurity technical assistance.

The Florida Local Government Cybersecurity Grant is a competitive grant program to provide cybersecurity technical assistance and capabilities to Florida's local governments to improve their cybersecurity posture and resiliency.

Description:

The Village of Estero applied for and was awarded the following capabilities:

- Endpoint-Based Asset Discovery (Agent)
- Network-Based Asset Discovery (Agentless)
- Endpoint Detection & Response (EDR)
- Security Operations Platform
- Email Security Solution

The Village's information technology consultants have reviewed the award and conclude the offered capabilities will be beneficial.

Action Requested:

Motion to authorize the Village Manager to execute the grant agreement for the Local Government Cybersecurity Grant Program between the Village of Estero and the Department of Management Services, an agency of the State of Florida.

Process and Timeline:

The grant agreement was due to the State by May 31, 2023. The Village requested and received an extension through June 26, 2023.

Financial Impact:

This agreement will allow the Village to receive cybersecurity technical assistance and capabilities at no direct cost.

Prepared by: Kevin Greenville, CPA Finance Director

Attachments:

1. Grant Award Letter
2. Grant Agreement

FL [DIGITAL SERVICE]

Department of MANAGEMENT SERVICES

Ron DeSantis, Florida Governor
Pedro Allende, Secretary
James Grant, Florida State Chief Information Officer

Attn: Kevin Greenville
Finance Director
Village of Estero
9401 Corkscrew Palms Circle
Estero, 33928

Congratulations Village of Estero!

Your application for the Florida Local Government Cybersecurity Grant administered by the Florida Digital Service has been granted. Based on the requests and information included in your application, the following capabilities will be offered:

> Endpoint-Based Asset Discovery (Agent); Network-Based Asset Discovery (Agentless); Endpoint Detection & Response (EDR); Security Operations Platform; Email Security Solution.

In addition to software access for the capabilities offered, the Florida Digital Service will provide the following:

- Incident response assistance when requested; and
- Training, technical assistance and support for the capabilities granted.

As the procurements for the capabilities are being finalized, Florida Digital Service needs your help to execute the Grant Agreement by **May 31, 2023**. Once complete, we will outline the specific capabilities or funds awarded, identify the solution provider(s), and set up technical meetings to determine an implementation schedule.

The Florida Digital Service remains committed to supporting you throughout this process as we deploy critical capabilities to mitigate cybersecurity threats to your local community. We look forward to working alongside you and your team.

Regards,

Florida's Local Government Cybersecurity Grant Team
FL [Digital Service]
Cybersecuritygrants@digital.fl.gov

2555 Shumard Oak Blvd. • Tallahassee, FL 32399 • digital.fl.gov

FL [DIGITAL SERVICE]

Department of MANAGEMENT SERVICES

Ron DeSantis, Florida Governor
Pedro Allende, Secretary
James Grant, Florida State Chief Information Officer

GRANT AGREEMENT

FOR

LOCAL GOVERNMENT CYBERSECURITY GRANT PROGRAM

CONTRACT NO: DMS-22/23-385

CATALOG OF STATE FINANCIAL ASSISTANCE NUMBER: 72.009

BETWEEN

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

AND

Village of Estero

Florida Digital Service • 2555 Shumard Oak Blvd. • Tallahassee, FL 32399 • digital.fl.gov

GRANT AGREEMENT

This Grant Agreement (Agreement) is made and entered into by and between the Department of Management Services (Department), an agency of the State of Florida (State), and the Village of Estero (Grantee) and is effective as of the date last signed. The Department and the Grantee are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Department, through the Florida Digital Service (FL[DS]), has the authority, pursuant to Chapter 2022-156, Laws of Florida, Specific Appropriation 2944A, to award grants to the Grantee for cybersecurity technical assistance; and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive the grant identified herein in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, the Parties do mutually agree as follows**:**

A. Deliverables and Performance Requirements:

In accordance with Chapter 2022-156, Laws of Florida, Specific Appropriation 2944A, the Parties agree that the funds will be utilized as described in Attachment A.1 – Solution Statement of Work and/or Attachment A.2 – Funding Statement of Work, as applicable. The Grantee shall provide the deliverables specified herein in accordance with the terms and conditions of this Agreement, including its attachments and exhibits.

B. Agreement Period:

The performance period for this Agreement begins upon execution and ends upon the expiration of the applicable cybersecurity technical assistance services or commodities awarded or purchased pursuant to the Agreement, or in accordance with the final implementation plan(s), unless terminated earlier in accordance with the terms of this Agreement. No renewals or extensions of the Agreement are permitted.

C. Agreement Documents and Amendments Thereto.

1. Agreement Documents. "Agreement" means this Grant Agreement and all incorporated attachments, exhibits, and schedules, which set forth the entire understanding of the Parties and supersede any and all prior agreements and understandings related to the subject matter thereof.

   All attachments, exhibits, and schedules listed below are incorporated in their entirety into, and will form part of, this Agreement. In the event of a conflict, the following order of precedence shall apply:

   a. This Grant Agreement
   b. The Statement(s) of Work:
      Attachment A.1 – Solution Statement of Work
      Attachment A.2 – Funding Statement of Work (applicable if added by Amendment)
   c. Attachment B – Audit Requirements for Awards of State and Federal Financial Assistance, including its Exhibit 1
   d. Attachment C, Grantee Data Sharing Agreement(s) ("DSA"), if applicable

a. Final Implementation Plan(s), if awarded solutions under Attachment A.1.

2. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one (1) single agreement between the Parties.

3. Survivability. This Agreement and any and all promises, covenants, and representations made herein are binding upon the Parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the Parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination or expiration of this Agreement.

4. Severability. If a court of competent jurisdiction deems any term or condition of this Agreement void or unenforceable, the other provisions are severable to that void provision, and will remain in full force and effect. However, to the fullest extent permitted by law, this Agreement shall be construed as if the scope or duration of such provision had been more narrowly drafted so as not to be invalid or unenforceable.

5. Amendments. With the exception of changes to the Primary Contacts, DSA/IT Coordinators, and the Department's/FL[DS]'s provision of the applicable vendor terms and conditions, this Agreement may only be modified or amended by a written agreement duly executed by the Parties.

D. Notices and Primary Contacts:

1. Notices. The Parties shall use the contact information provided in Section D.2., Primary Contacts, below, for all communications and notices under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile (with confirmation of receipt) or email (with confirmation of receipt), provided the sender on the same day sends a confirming copy of such notice by a recognized delivery service (charges prepaid); (iii) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iv) on the date actually received except where there is a date of the certification of receipt.

2. Primary Contacts.

a. **Department's Grant Manager** (see section 215.971, F.S.).
Lacy Perkins
Florida Digital Service
Department of Management Services
2555 Shumard Oaks Blvd
Tallahassee, Florida 32399
Telephone: (850) 413-0604
Email: CybersecurityGrants@digital.fl.gov

b. Grantee's Grant Manager
Kevin Greenville
Village of Estero
9401 Corkscrew Palms Circle
Estero, Florida 33928
Telephone: (239) 221-5035

Email: greenville@estero-fl.gov

1. Changes in Primary Contacts. Either Party may provide notice to the other Party by email identifying a change of a designated primary contact and providing the new contact information for the newly designated primary contact. Such notice must be sent to the other Party's Grant Manager and is sufficient to effectuate this change without requiring a written amendment to this Agreement.

E. Payment, Funding, and Award Considerations:

1. Fiscal Year. The funds utilized for this Agreement are from the State's 2022-2023 Fiscal Year, which begins July 1, 2022, and expires on June 30, 2023.

2. Funding Awards. Pursuant to section 215.971, F.S., if funding is provided to the Grantee under this Agreement pursuant to Attachment A.2 – Funding Statement of Work, the following applies:

   a. The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the performance period.
   b. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
   c. The Grantee shall refund to the Department all funds paid in excess of the amount to which the Grantee or its subrecipients are entitled under the terms and conditions of the Agreement.

3. Services, Licenses, or Commodities Awards. If applicable, the Grantee agrees to implement services, licenses, or commodities described in Attachment A.1 – Solution Statement of Work, according to the Final Implementation Plan(s) as executed by the Parties.

   All use of the items described in Attachment A.1 – Solution Statement of Work are subject to the terms and conditions of the DSA and applicable riders attached thereto. If awarded funding and the Grantee desires to integrate purchased services, licenses, or commodities with the State Cybersecurity Operations Center, a DSA shall be separately executed for such.

   As this Agreement will need to be entered prior to the procurement of the awarded services, licenses, or commodities, the availability of such awarded services, licenses, or commodities may be affected and are subject to change. If such changes are required, the Department will work with the Grantee to amend this Agreement. Such limitations do not apply for funding awards.

4. State Financial Assistance. In accordance with section 215.971(1), Florida Statutes (F.S.), the Grantee may utilize any provided commodities or services only in accordance with this Agreement.

5. Payment Process. The Department agrees to purchase all commodities or services awarded to the Grantee on behalf of the Grantee as described in Attachment A.1 – Solution Statement of Work. For funding awards, please see Attachment A.2 –Funding Statement of Work.

A. Compliance with Law:

1. Applicable Law. The Parties shall comply with the applicable state and federal laws, rules, regulations, and policies, including, but not limited to, those identified in this Agreement.

2. Governing Law. The Grantee agrees that this Agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section Q, Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.

3. Ethics. The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly:

   a. offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or
   b. offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of this subsection b, "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

   Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance.

3. Advertising. Subject to Chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Grantee's name and either a description of the Agreement or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

4. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.

5. Records Retention. The Grantee shall retain all records made or received in conjunction with the Agreement for the longer of five (5) years after the end of the Agreement period and all pending matters or the period required by the General Records Schedules

maintained by the Florida Department of State (available at: https://dos.myflorida.com/media/703328/gs1-sl-2020.pdf). If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014). See https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf.

3. MyFloridaMarketPlace (MFMP). Disbursements under this Agreement are disbursements of State financial assistance to a recipient as defined in section 215.97, F.S., and are exempt from the MFMP Transaction Fee pursuant to Rule 60A-1.031(6)(d), F.A.C. The Department, on behalf of the Grantee, will process payments for commodities or services awarded through MFMP.

A. Recoupment of Funds:

1. Notwithstanding the damages limitations of Section S, Limitation of Liability, if the Grantee's non-compliance with any provision of the Agreement results in additional costs or monetary loss to the Department or the State, the Department can recoup the costs or losses from monies owed to the Grantee under this Agreement or any other agreement between the Grantee and any State entity. In the event that the discovery of additional costs or losses arises when no monies are available under this Agreement or any other agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department in full within thirty (30) days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe. The Department shall not be liable for any penalties or costs associated with the Grantee's misuse of the awarded services, licenses, or commodities.

2. If the Grantee or its independent auditor discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Department's Agreement Manager and made payable to the "Department of Management Services." If this Agreement is terminated for cause, the Department, at its discretion, may require that the Grantee return to the Department any funds that were used for purposes that are considered ineligible under this Agreement.

B. Audits and Records:

1. Representatives of the Department, including the State's Chief Financial Officer, the State's Auditor General, and representatives of the federal government, shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all services, licenses, or commodities received by the Department under this Agreement.

1. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

2. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.

3. If awarded services, licenses, or commodities described in Attachment A.1, Solution Statement of Work, the Grantee shall include records of the start and end dates for all tasks in the Final Implementation Plan(s). Additional requirements may be incorporated in the Final Implementation Plan(s).

4. The Grantee shall include the aforementioned audit and recordkeeping requirements in all approved subrecipient contracts and assignments.

C. Public Records and Records Production:

1. Identification and Protection of Confidential Information. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. The following records for agencies, as "agency" is defined in section 119.011(2), F.S., are confidential and exempt pursuant to section 119.0725, F.S.:
   a. cybersecurity insurance limits and deductibles;
   b. information relating to critical infrastructure;
   c. incident reporting information pursuant to sections 282.318 and 282.3185, F.S.;
   d. network schematics;
   e. hardware and software configurations; and
   f. encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches.

   If the Grantee considers any portion of other records it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law, the Grantee shall mark the document as "confidential" and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. Such records and those records made confidential and exempt pursuant to section 119.0725, F.S., shall be considered "Confidential Information." For each portion redacted, the Grantee shall describe in writing the grounds for claiming the exemption, including the specific statutory citation for such exemption. The Grantee shall only redact portions of records that it claims are Confidential Information.

   In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which records that are marked as "confidential" are responsive, the Department will provide the Grantee-redacted copy to the requestor. If a requestor asserts a right to the redacted Confidential Information, the Department will notify the Grantee such an assertion has been made. It is the Grantee's responsibility to

take the appropriate legal action to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law.

If the Department becomes subject to a demand for discovery or disclosure of documents that are marked as "confidential" in a legal proceeding, the Department will give the Grantee notice of the demand or request. The Grantee shall take the appropriate legal action in response to the demand and to defend its claims of confidentiality. If the Grantee fails to take appropriate and timely action to protect the records it has designated as Confidential Information, the Grantee agrees that the Department is permitted to treat those records as not confidential and the Department is permitted to provide the unredacted records to the requester and the Grantee agrees not to pursue any suit, action, or claim, including for damages, against the Department or its employees, attorneys, agents or volunteers.

The Grantee shall protect, defend, and indemnify the Department from all suits, claims, actions, demands, liability, costs, fines, and attorneys' fees arising from or relating to the Grantee's determination that the redacted portions of its records are Confidential Information, including all costs, including attorney's fees, incurred regarding the entitlement or amount of such attorney's fees. If the Grantee fails to submit a redacted copy in accordance with this section, of information it claims is Confidential Information, the Department is authorized to produce the entire record submitted to the Department, including those records marked "confidential," in response to a public records request for, or demand for discovery or disclosure of, these records and the Grantee agrees not to pursue any suit, action, or claim, including for damages, against the Department or its employees, attorneys, agents, or volunteers.

1. Inspection of Records. In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Grantee that are directly related to the performance of this Agreement or the expenditure of State funds; and (b) programmatic records, papers, and documents of the Grantee which the Department determines are necessary to monitor the performance of this Agreement or to ensure that the terms of this Agreement are being met. The Grantee shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

D. Non-Discrimination:

The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.

E. Duty of Continuing Disclosure of Legal Proceedings and Instances of Fraud:

1. The Grantee shall provide written notice to the Department disclosing any criminal litigation, investigation, or proceeding that arises during the Agreement period involving the Grantee except where the Grantee is involved in a prosecutorial or administrative capacity, or, to the extent the Grantee is aware, any of the Grantee's subrecipients or contractors (or any of the foregoing entities' current officers or directors). The Grantee shall also provide written notice to the Department disclosing any civil litigation, arbitration, or proceeding that arises during the Agreement period that is related to or involves any services, licenses, or commodities under the Agreement, to which the Grantee (or, to the

extent the Grantee is aware, any subrecipient or contractor hereunder) is a party, and which:

a. might reasonably be expected to adversely affect the viability or financial stability of the Grantee or any subrecipient or contractor hereunder; or
b. involves a claim or written allegation of fraud against the Grantee, or any subrecipient or contractor hereunder, by a governmental or public entity arising out of business dealings with governmental or public entities.

All notices under this section must be provided to the Department within thirty (30) business days following the date that the Grantee first becomes aware of any such litigation, investigation, arbitration, or other proceeding (collectively, a "Proceeding"). Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such.

2. This duty of disclosure applies to each officer and director of the Grantee, subrecipients, or contractors when any proceeding relates to the officer's or director's business or financial activities.

3. Instances of Grantee operational fraud or criminal activities, regardless of whether a legal proceeding has been initiated, shall be reported to the Department's Agreement Manager within twenty-four (24) hours of the Grantee being made aware of the incident.

4. The Grantee shall promptly notify the Department's Grant Manager of any Proceeding relating to or affecting the Grantee's, subrecipient's, or contractor's business. If the existence of such Proceeding causes the State to conclude that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee shall be required to provide the Department's Grant Manager all reasonable assurances requested by the Department to demonstrate that:

   a. the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and
   b. the Grantee and/or its employees, agents, subrecipients, or contractor(s) have not and will not engage in conduct in performance under the Agreement that is similar in nature to the conduct alleged in such Proceeding.

F. Assignments, Subgrants, and Contracts:

1. Unless otherwise specified in either version of Attachment A, Statement of Work, or through prior written approval of the Department, the Grantee may not: 1) subgrant any of the services, licenses, or commodities provided to the Grantee by the Department under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign, transfer, or sell any of the Grantee's rights or responsibilities or granted commodities and services hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior approval of the Department shall be null and void. In the event the Department approves transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.

2. The Grantee agrees to be responsible for all work performed in fulfilling the obligations of this Agreement.

1. The Grantee agrees that the Department may assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.

G. Intellectual Property Rights:

Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement.

H. Independent Contractor Status:

It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement that Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. The Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.
2. Unless the Grantee is a State agency, neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
3. The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.
4. Unless agreed to by the Department in either versions of Attachment A, Statement of Work, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee or its subrecipient, contractor, or assignee.
5. The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State.
6. At all times during the Agreement period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

I. Entire Agreement:

This Agreement, including all referenced attachments and exhibits, embodies the entire agreement of the Parties. There are no other provisions, terms, conditions, or obligations. This

Agreement supersedes all previous oral or written communications, representations, or agreements on this subject.

A. Termination:

1. Termination for Failure to Implement. For awarded services, licenses or commodities under Attachment A.1 – Statement of Work, if the Grantee does not approve a Final Implementation Plan within 15 calendar days of purchase order issuance for the awarded solutions, this Agreement may be terminated by the Department, at its sole discretion.

2. Termination Due to the Lack of Funds. The funds utilized for this Agreement are from the State's 2022-2023 Fiscal Year, which begins July 1, 2022, and expires on June 30, 2023. If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.

3. Termination for Cause. The Department may terminate the Agreement if the Grantee fails to:

   a. satisfactorily complete the deliverables within the time specified in the Agreement;
   b. maintain adequate progress, thus endangering performance of the Agreement;
   c. honor any term of the Agreement; or
   d. abide by any statutory, regulatory, or licensing requirement.

   The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. Termination for Convenience. The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee shall not furnish any product or continue services after the specified termination date in the Department's notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Grantee will not be entitled to recover any cancellation charges or lost profits.

4. Grantee's Responsibilities upon Termination. If the Department provides a notice of termination to the Grantee, except as otherwise specified by the Department in that notice, the Grantee shall:

   a. Stop work under this Agreement on the date and to the extent specified in the notice.
   b. Complete performance of such part of the work that has not been terminated by the Department, if any.
   c. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession and custody of the Grantee, and in which the Department has or may acquire an interest.
   d. Transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement.

No extra compensation will be paid to the Grantee for its services in connection with such transfer or assignment.

A. Dispute Resolution:

Disputes concerning performance under the Agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Grantee. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in State courts, and the venue will be in the Second Judicial Circuit, in and for Leon County.

Except as otherwise provided by law, the Parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

B. Indemnification:

1. The Grantee shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, subrecipients, or contractors provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.

2. Further, the Grantee shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. The Department will not be liable for any royalties.

3. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which shall not be unreasonably withheld.

4. For the avoidance of doubt, as the Grantee is a subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence. Notwithstanding anything to the contrary in this section R., indemnification by either Party for tort claims is limited to the amounts prescribed in section 768.28, F.S., plus the Party's reasonable attorneys' fees.

C. Limitation of Liability:

Unless otherwise specifically enumerated in this Agreement, no Party shall be liable to the other Party for special, indirect, punitive, or consequential damages, including lost data or records (unless the Agreement requires the Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable to the other Party for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to the Grantee,

retain such monies from amounts due the Grantee as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. Except as otherwise provided in this Agreement or the Data Sharing Agreement or its attachments or Riders, the Department is not liable for unauthorized access to information except as directly attributable to the actions of the Department. For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the dollar value of this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in this Agreement.

A. Force Majeure and Notice of Delay from Force Majeure:

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, in the event a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the project in accordance with the Party's performance requirements under this Agreement.

In the case of any delay the Grantee believes is excusable under this section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within: ten (10) calendar days after the cause that creates or will create the delay first arose (if the Grantee could reasonably foresee that a delay could occur as a result); or five (5) calendar days after the date the Grantee first had reason to believe that a delay could result (if the delay is not reasonably foreseeable). **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this section is a condition precedent to such remedy.

The Department, in its sole discretion, will determine if the delay is excusable under this section and will notify the Grantee of its decision in writing. The Grantee shall not assert a claim for damages, other than for an extension of time, against the Department. The Grantee will not be entitled to an increase in the Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case, the Department may terminate the Agreement in whole or in part.

B. Mandatory Disclosure Requirements:

1. Convicted Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

1. Discriminatory Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

2. Antitrust Violator Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: "A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity."

3. Foreign Gifts and Contracts. The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 268.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

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IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Agreement and have duly authorized their respective representatives to sign it on the dates indicated below.

Grantee: **Village of Estero**	**Department of Management Services:**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

ATTACHMENT A.1
SOLUTION STATEMENT OF WORK

1. **Scope of Work.**

   Pursuant to Chapter 2022-156, Laws of Florida, Specific Appropriation 2944A, the Parties agree that the Department shall, on behalf of the Grantee, expend funds for the provision of services, licenses, or commodities awarded to the Grantee to be utilized for cybersecurity technical assistance purposes. The Grantee is being granted assistance in the form of services, licenses, or commodities to enhance its cybersecurity framework, to identify and mitigate risks, and to protect its infrastructure from threats through Florida's Local Government Cybersecurity Grant Program (the "Project"). The Florida Local Government Cybersecurity Grant is a competitive grant program to provide funding for cybersecurity technical assistance to local Florida governments to enhance their cybersecurity capabilities.

2. **Awarded Capabilities.**

   The Department shall offer one (1) or more solutions to the Grantee for the following capabilities:

   Endpoint-Based Asset Discovery (Agent); Network-Based Asset Discovery (Agentless); Endpoint Detection & Response (EDR); Security Operations Platform; Email Security Solution.

   Note: The Department will make its best effort to award the Grantee's preferred solution per capability. However, the Department can only contract for a limited number of solutions based on best value, technical acceptability, and operational volume.

3. **Grantee Responsibilities.**

   The Grantee shall complete the Project in accordance with the requirements set forth in this Agreement and any applicable local, State, and federal laws and regulations. The Grantee is solely responsible for ensuring that any provided solutions are compliant with applicable state and federal laws and regulations based on Grantee's intended use, including, but not limited to, Health Insurance Portability and Accountability Act, Family Educational Rights and Privacy Act, Driver Privacy Protection Act, and General Data Protection Regulation.

4. **Department Responsibilities.**

   The Department shall review Grantee reports and other records and reconcile them to ensure that the requirements of section 215.971, F.S., pertaining to agreements funded with State financial assistance are fulfilled.

5. **Deliverables.**

   The Grantee shall complete the following deliverable(s) on the dates specified, but Deliverables 1-3 shall be completed by June 30, 2023:

Deliverables		
No.	**Tasks**	**Performance Measures and Due Dates**
1	Execute this Grant Agreement.	The Grantee must execute the Grant Agreement within 15 calendar days of award.
2	Participate in a kick-off meeting with FL[DS] and the solution provider.	The Grantee shall participate in the kick-off meeting with FL[DS] and the solution provider within five (5) calendar days of Purchase Order (PO) issuance.
3	Approve Final Implementation Plan(s) for solutions awarded.	The Grantee must coordinate with the solution provider(s) to review the Implementation Plan(s). **If the Grantee chooses to proceed with a solution**, the Grantee must approve the Final Implementation Plan within five (5) calendar days of the vendor providing the draft Implementation Plan.
4	Complete all tasks in accordance with the Final Implementation Plan(s).	The Grantee shall provide all necessary resources to execute tasks assigned to the Grantee in the Final Implementation Plan(s).
5	Notify the Department's Grant Manager of implementation completion per the Final Implementation Plan.	The Grantee shall notify the Department's Grant Manager in writing within 10 calendar days of implementation completion.

5. Reporting Requirements.

The Department may request status meetings for the Grantee to report on the implementation status, as necessary, with the Grantee's Grant Manager.

The Department may, at its sole discretion, develop a format and deadlines the Grantee must comply with when reporting the information above. The Grantee's failure to confirm completion of the Final Implementation Plan(s) or comply with the reporting format and schedule may result in termination of the awarded solutions.

6. Performance Standards.

The Grantee shall timely perform all tasks and provide deliverables as set forth in this Agreement. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Grantee, on behalf of the grantee, and the details thereof.

If the Department determines that there is a performance deficiency that requires correction by the Grantee, then the Department shall notify the Grantee. The Grantee shall make the correction within a timeframe specified by the Department. The Grantee shall provide the Department with a corrective action plan describing how the Grantee will address all performance deficiencies identified by the Department. If the corrective action plan is unacceptable to, or implementation of the plan fails to remedy the performance deficiencies, the Grantee shall work cooperatively with the Department to modify the corrective action plan or to remedy the deficiencies. Additionally, if a performance deficiency is attributable to the performance of a contractor or subcontractor of the Grantee, the Grantee shall take all actions

available to it to enforce financial consequences in its contract with the contractor or subcontractor or to pursue damages.

5. Financial Consequences for Failure to Timely and Satisfactorily Perform.

Violations of this Agreement or applicable licenses, or failure to provide the deliverables, may result, except as detailed above, in termination of access to awarded solutions and require immediate removal of all software, hardware, or related services. Grantee may be subject to financial assessments related to such violations.

This provision for financial consequences shall not affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

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Department of Financial Services
Division of Accounting and Auditing – Bureau of Auditing

AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Management Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A Grantee that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A Grantee that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

Part II: State Funded

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Grantee (for fiscal years ending June 30,

DFS-A2-CL
Rev. 11/18
Rule 69I-5.006, F.A.C.

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

2017, and thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

1. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

2. If the Grantee expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

   a. The Department at each of the following addresses:

      Electronic copies (preferred): Cybersecuritygrants@digital.fl.gov

      or

      Paper copies:
      Grant Manager
      Florida Digital Service
      Department of Management Services
      2555 Shumard Oaks Blvd, Suite 200

Tallahassee, Florida 32399
Email: Cybersecuritygrants@digital.fl.gov

a. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

EXHIBIT 1

Federal Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

State Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

Matching Resources for Federal Programs:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

Subject to Section 215.97, F.S.:

1. State Project A: Cybersecurity Technical Assistance Grants

   State Awarding Agency: Florida Department of Management Services

   Catalog of State Financial Assistance Title and Number: 72.009

   Amount: $_____

2. State Project B:

   N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

The compliance requirements are as stated in Grant Agreement No. DMS-22/23-385 between the Grantee and the Department, entered in State fiscal year 2022-23.

DFS-A2-CL
Rev. 11/18
Rule 69I-5.006, F.A.C.

Attachment C
Grantee Data Sharing Agreement

Purposes

Grantee desires to utilize software licenses, applications, and solutions, as applicable, in connection with the attached Exhibit A – Cybersecurity Incident Response Rider and Exhibit B – Solution Rider, incorporated herein. This DSA describes the terms and conditions for the use of software licenses, applications, and solutions and protection of Covered Data, including requirements to safeguard the availability, confidentiality, and integrity of Covered Data in furtherance of the security objectives of Chapter 282, F.S.

I. Definitions

A. Access – The authorization to inspect, review, transmit, duplicate, communicate with, retrieve data from, or otherwise make use of any Covered Data, regardless of type, form, or nature of storage. "Access" to a computer system or network includes local and remote access, as applicable.

B. Authorized Purpose – The purpose(s) for which an Authorized Third Party may access, use, or disclose the Covered Data.

C. Authorized Third Party – An individual, state agency, other Florida state or local governmental entity, or a private sector contractor or service provider of the Grantee which receives Covered Data.

D. Authorized User – An individual granted Access or to use Software Entitlement by either FL[DS] or Grantee.

E. County and Municipality Cybersecurity Technical Assistance Program (“the Program”) – refers to the grant program established by the 2022-2023 General Appropriations Act to enhance county and municipal cybersecurity and protect the infrastructure of local governments from threats.

F. Covered Data – The limited subset of security data that is derived from Grantee’s use of any Software Entitlements as defined in the attached Rider(s); a Grantee’s confidential or proprietary information; and personal information as defined under section 501.171, F.S., and any other applicable privacy or data breach notification laws as may exist.

G. Data Breach – Either (1) any unauthorized access to, or use or disclosure of, Covered Data for any purpose other than as expressly permitted by this DSA or required by law; or (2) a breach of privacy or of the security of the Covered Data. Good faith access of data by an employee or agent of the Grantee does not constitute a breach of security, provided that the information is not used for a purpose unrelated to the business or subject to further unauthorized use.

H. DSA Coordinators – The individuals appointed by the signatories to this DSA as the point of contact for this DSA, who are responsible for ensuring that the Authorized Users comply with the activities identified herein.

I. HIPAA - Health Insurance Portability and Accountability Act of 1996.

A. Information Technology (IT) Coordinators – The individuals appointed by the signatories to this DSA as responsible for data flow and other technology-related considerations under this DSA.

B. Information Technology Resources – As defined in section 282.0041, Florida Statutes, the data processing hardware and software and services, communications, supplies, personnel, facility resources, maintenance, and training. As used in this DSA, the term also includes the definition for "Information Technology," as defined in section 282.0041, Florida Statutes, to add equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material used to automatically, electronically, and wirelessly collect, receive, access, transmit, display, store, record, retrieve, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, communicate, exchange, convert, converge, interface, switch, or disseminate information of any kind or form.

C. Software Entitlement – Proprietary software provided to the Grantee under the Agreement to satisfy provision of the solution(s) awarded to the Grantee, as identified in Attachment A.1.

II. Responsibilities of the Parties

A. **Data Transmission**. Covered Data shall only be transmitted through secure file transfer protocol or other secure transmission methods utilizing a National Institute of Standards and Technology approved means of electronic encryption as well as password protection and in a file format and layout determined by FL[DS]. Covered Data shall not be transmitted via any other means, including electronic mail. If applicable to any transmission of the Covered Data, both transmitting and receiving Grantee shall completely and permanently remove Covered Data from any temporary transfer location within twenty-four (24) hours of receipt of the Covered Data.

B. **Compliance with Applicable Laws**. Each Party covenants and agrees that, in the performance of this DSA, it shall comply with all applicable federal, state, and local laws, statutes, and regulations including, but not limited to, such laws set forth in Article VI as applicable to a Project and such other data privacy or security laws, all as they exist now and as they may be amended from time to time ("Applicable Laws"). In the event of any notice of a material violation of Applicable Laws, or an investigation into an alleged material violation, the affected Party shall promptly notify the other in writing of such notice.

The Parties further agree to follow and be bound by the terms and conditions of any policy decisions or directives from the federal and state agencies with jurisdiction over the use of the data described herein upon receipt of written notice directing that such rules, policy decisions, or directives apply to this DSA.

C. **Compliance with Information Security Standards**. Each Party covenants and agrees to comply with Rule Chapter 60GG-2, Florida Administrative Code ("Security Standards"), with respect to its obligations under this DSA. Grantee shall implement the Security Standards with respect to its obligations under this DSA as an "Agency," regardless of whether they meet the definition of "Agency" in Rule Chapter 60GG-2, Florida Administrative Code.

FL[DS], Grantee, and Authorized Third Parties shall implement reasonable and appropriate administrative, technical, and physical safeguards to maintain the security and protect the confidentiality, integrity, and availability of Access.

Grantee shall instruct all its Authorized Users with the opportunity for Access on the safeguards and requirements of the DSA and all applicable federal and state requirements.

A. **HIPAA Business Associate Agreement.** To the extent that a Party is acting as a Business Associate (as defined by HIPAA) of the other Party, the Parties further agree to enter into a Business Associate Agreement as necessary, in the form of a mutually agreed-upon appendix to the DSA.

B. **Incorporation and Compliance with Exhibits, Appendices and Riders, if Applicable.** The Project Riders, and any exhibits or appendices to this DSA are hereby incorporated and made a part hereof and are an integral part of this DSA. Each Rider, Exhibit, and Appendix attached hereto or referred to herein are hereby incorporated in and made a part of this DSA as if set forth in full herein.

III. FL[DS] Role and Responsibilities

A. FL[DS] is responsible for:

1. Processing Covered Data in accordance with the State Cybersecurity Act;

2. Facilitating data sharing with the Grantee and/or an Authorized Third Party in accordance with this DSA;

3. Providing the Grantee with the option to utilize Software Entitlements; and

4. Protecting the integrity of Covered Data obtained by FL[DS] through Grantee's use of any of the Software Entitlements. FL[DS] will not disclose this Covered Data to any third party unless required by law or as otherwise authorized by Grantee.

B. FL[DS] will only access, use, or disclose Covered Data, as permitted by Grantee, as required by Applicable Law, or as necessary for completion of its responsibilities under this DSA, including any Project Riders. FL[DS] will ensure that its Authorized Users only access, use, or disclose Covered Data, as permitted by Grantee, as required by Applicable Law, or as necessary for completion of its responsibilities for any Projects, as assigned by FL[DS].

C. FL[DS] will exercise reasonable care and no less than the same degree of care FL[DS] uses to protect its own confidential information to prevent confidential information from being used in a manner that is not expressly a purpose authorized in this DSA or as required by Applicable Law.

IV. Grantee's Role and Responsibilities

A. Covered Data is and shall remain the property of Grantee.

A. Grantee is solely responsible for its Access to and use of Software Entitlements and Covered Data, including:

1. Ensuring a level of security appropriate to the risk in respect of Covered Data;

2. Securing Grantee's and its Authorized Users' systems and devices that can Access FL[DS] systems and Software Entitlements and complying with the Security Standards;

3. Selecting and/or ensuring that Grantee has selected its Authorized Users; activating and deactivating the Access, credentials, and privileges of its Authorized Users; and managing access controls to the FL[DS] system and Software Entitlements in a timely manner in accordance with the Security Standards;

4. Securing the account authentication credentials, systems, and devices of Grantee personnel who the Grantee designates to be Authorized Users;

5. Managing the compliance of its Authorized Users with the Grantee's established security measures and as required by Applicable Law;

6. Maintaining audit logs, as deemed necessary by the Grantee to demonstrate compliance with its obligations under this DSA;

7. Backing up Covered Data, if required by law or Grantee policy; and

8. Ensuring that it and its Authorized Users remain in compliance with the terms and conditions of any Software Entitlements.

B. FL[DS] is not responsible for, and has no obligation for:

1. Selecting or verifying Grantee's Authorized Users, activating or deactivating the Access or credentials of Authorized Users; or

2. Protecting Covered Data that Grantee elects to store or transfer outside of FL[DS]'s and its sub-processors' systems (for example, offline or on-premises storage).

V. Unauthorized Disclosure/Data Breach

A. In the event of a Data Breach of the Covered Data while in Grantee's (or an Authorized Third Party's) custody or control or as a result of Grantee's (or an Authorized Third Party's) access to or use of the Covered Data, which requires the provision of notice in accordance with section 501.171, F.S., or other Applicable Law (including, but not limited to, HIPAA), the Parties agree as follows:

1. Grantee shall notify FL[DS] of the Data Breach not more than 24 hours after discovery that a Data Breach has occurred or is reasonably likely to have occurred.

2. Grantee (or its Authorized Third Party) shall be responsible for all costs related to the Data Breach including FL[DS]' and/or Grantee's (or an Authorized Third Party's) costs of complying with all legal requirements, including the requirements for Data Breach

notification under Applicable Law, as well as defending any claims, actions, or lawsuits related thereto.

1. If a Data Breach is subject to the notice provisions of section 501.171, F.S., or Applicable Law, the Parties agree to cooperate and work together to ensure full legal compliance and to provide breach notification to the extent required by Applicable Law. Grantee shall use its best and diligent efforts to identify the individuals entitled to receive notice of the Data Breach and obtain the names and mailing information of such individuals, so that FL[DS] and/or Grantee are able to distribute the notices within the legally required time periods. FL[DS] and/or Grantee, as applicable, shall bear its internal administrative and other costs incurred in identifying the affected individuals and their mailing information.

2. In the event of a Data Breach, including the privacy or security of the Covered Data, while in the custody or control of the Grantee, if the Grantee must provide notice as a result of the requirements contained in section 501.171, F.S., or other Applicable Law, the Grantee shall submit a draft of the notice to FL[DS] for prior review and approval of the contents of the notice, prior to disseminating the notice. Such approval shall not be unreasonably delayed or withheld.

B. If Grantee experiences a breach of the security of its systems that results in a breach of the security of FL[DS]'s systems ("FL[DS] Breach"), Grantee shall be responsible for all costs related to the FL[DS] Breach including FL[DS]'s costs of complying with all legal requirements, including any costs for data breach notification under section 501.171, F.S., or Applicable Law, as well as defending any claims, actions, or lawsuits against the FL[DS] related thereto. Grantee, at its own expense, shall cooperate fully with FL[DS] in the investigation, eradication, remediation, and recovery from the FL[DS] Breach.

C. If FL[DS] experiences a breach of the security of its systems that results in a breach of the security of Grantee's systems ("Grantee Breach"), FL[DS] shall be responsible for all costs related to the Grantee Breach including Grantee's costs of complying with all legal requirements, including the requirements for data breach notification under section 501.171, F.S., or Applicable Law, as well as defending any claims, actions or lawsuits related thereto. FL[DS], at its own expense, shall cooperate fully with Grantee in the investigation, eradication, remediation, and recovery from the Grantee Breach.

D. If either FL[DS] or Grantee is obligated under this Section to pay costs incurred by the other Party, the Party required to pay such costs shall submit a draft of the legal notifications and other public communications to the other Party for prompt review and approval of the contents prior to disseminating the notification or communication. Such approval shall not be unreasonably delayed or withheld.

E. The Parties understand and agree the provisions of this DSA relating to the protection and security of the Covered Data constitute a material condition of this DSA.

VI. Additional Terms Applicable to Certain Circumstances.

A. Grantee is responsible for their Covered Data and entering into any required additional agreements related thereto. Grantee shall provide the FL[DS] DSA Coordinator with written notice prior to granting Access to any of the data types listed in subsections B-E,

below, to FL[DS] or Software Entitlements. In the event of a conflict between the terms and conditions of this Article VI and the remainder of the DSA, the terms and conditions of Article VI shall control. Moreover, a Project may include the use of information described in more than one (1) of the provisions set forth in this Article VI, or it may include the use of information not described in this Article VI. In the event of a conflict between or among the terms and conditions of Subsections B, C, D or E of this Article VI, the more restrictive terms and conditions shall apply unless otherwise provided by Applicable Law or guidance by the applicable regulatory enforcement agencies or bodies.

A. **CJIS**. The terms and conditions of this Section VI.B. apply when Covered Data involved in a Project includes criminal justice information.

1. CJIS Covered Data. Covered Data may also include, but shall not be limited to, CJIS Covered Data. For purposes of this DSA, CJIS Covered Data shall mean criminal justice information that is provided by the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) system and that is necessary for law enforcement and civil agencies to perform their missions, including, but not limited to, biometric, identity history, biographic, property, and case/incident history data.

2. Disclosure of CJIS Covered Data. The disclosure of CJIS Covered Data under the DSA, as modified by this section, is governed by the CJIS Security Policy, available at https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center. In accordance with the CJIS Security Policy and 28 CFR Part 20, use of the CJIS system under the DSA is restricted to: detection, apprehension, detention, pretrial release, post-trial release, prosecution, adjudication, correctional supervision, rehabilitation of accused persons or criminal offenders, and other legally authorized purposes.

3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the CJIS Covered Data under the CJIS Security Policy.

4. Access Requirements. Unique authorization is required for Access to the CJIS Covered Data and must be properly authenticated and recorded for audit purposes, including CJIS security and other applicable audit requirements.

B. **HIPAA and State Protected Health Information.** The terms and conditions of this Section VI.C. apply when Covered Data involved in a Project includes protected health information (PHI) and such other sensitive health information, the disclosure of which may be limited or restricted by law, including, but not limited to, mental health and drug and alcohol related information.

1. PHI Covered Data. Covered Data may also include, but shall not be limited to, PHI Covered Data. For purposes of this DSA, "PHI Covered Data" shall mean "protected health information" or "PHI," as such term is defined by HIPAA. PHI shall include, but shall not be limited to, any other medical or health-related information that is afforded greater protection under more restrictive federal or state law, including, but not limited to, the Substance Abuse and Mental Health Services Act (SAMSHA), located at 42 C.F.R. Part 2, the Florida Mental Health Act (the Baker Act), located at Fla. Stat. § 394.451 – 394.47892, and the Hal S. Marchman Alcohol and Other Drug Services Act, located at Fla. Stat. § 397.301 et seq.

1. Disclosure of PHI Covered Data. The disclosure of PHI Covered Data under the DSA, as modified by this section, is governed by HIPAA and more restrictive federal or state law, as applicable. Accordingly, the disclosure of PHI Covered Data under the DSA is permitted only with the consent of the individual who is the subject of the PHI Covered Data, by court order that meets the requirements of applicable law, and for other purposes as permitted by Applicable Law.

2. Business Associate Agreement. To the extent that FL[DS] is a "Business Associate" of Grantee, as such term is defined under HIPAA, the Parties agree to enter into a mutually agreeable Business Associate Agreement.

3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the PHI Covered Data under HIPAA and more restrictive federal or state law, to the extent applicable.

4. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including HIPAA audit requirements and other audit requirements under more restrictive federal or state law, to the extent applicable.

C. **FERPA**. The terms and conditions of this Section VI.D. apply when Covered Data includes student education records as defined by the Family Educational Rights and Privacy Act, 20 USC §1232g, and its implementing regulations set forth at 34 CFR Part 99 (collectively, "FERPA").

1. FERPA Covered Data. Covered Data may also include, but shall not be limited to, FERPA Covered Data. For purposes of this DSA, "FERPA Covered Data" shall mean student education records as defined by FERPA).

2. Disclosure of FERPA Covered Data. The disclosure of FERPA Covered Data under the DSA, as modified by this section, is governed by FERPA. Accordingly, the disclosure of FERPA Covered Data under the DSA is permitted with parent or eligible student consent and, without such consent, in the following circumstances: (i) to school officials with legitimate educational interest; (ii) to other schools to which a student is transferring; (iii) to specified officials for audit or evaluation purposes; (iv) to appropriate parties in connection with financial aid to a student; (v) to organizations conducting certain studies for or on behalf of the school; (vi) to accrediting organizations; (vii) to comply with a judicial order or lawfully issued subpoena; (viii) to appropriate officials in cases of health and safety emergencies; (ix) to state and local authorities, within a juvenile justice system, pursuant to specific state law; and (x) as otherwise provided by FERPA.

3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the FERPA Covered Data under FERPA.

4. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including FERPA and any other applicable audit requirements.

A. **DPPA**. The terms and conditions of this Section VI.E. apply when Covered Data includes motor vehicle record information.

1. DPPA Covered Data. For purposes of the DSA, Covered Data may include, but shall not be limited to, DPPA Covered Data. For purposes of this DSA, "DPPA Covered Data" shall mean motor vehicle information as set forth in the Driver Privacy Protection Act, 18 U.S.C. § 2721 ("DPPA").

2. Disclosure of DPPA Covered Data. The disclosure of DPPA Covered Data under the DSA, as modified by this section, is governed by DPPA. DPPA prohibits the disclosure of personal information, as defined in 18 U.S.C. § 2725(3), that is contained in motor vehicle records, but such information may be used by any government agency, such as FL[DS] and Grantee, in carrying out its functions. Such personal information may not be re-disclosed by FL[DS] or Grantee, however, except in accordance with the permissible uses set forth at 18 U.S.C. § 2721(b). With certain limited exceptions, DPPA further prohibits the disclosure of highly restricted personal information, as defined in 18 U.S.C. § 2725(4), without the express consent of the individual who is the subject of such information. In accordance with section 119.0712(2)(d)(2), F.S., the emergency contact information contained in a motor vehicle record, without the express consent of the person to whom such emergency contact information applies, may be released only to: (a) law enforcement agencies for purposes of contacting those listed in the event of an emergency; or (b) a receiving facility, hospital, or licensed detoxification or addictions receiving facility pursuant to sections 394.463(2)(a) or 397.6772(1)(a), F.S., for the sole purpose of informing a patient's emergency contacts of the patient's whereabouts. E-mail addresses that are collected by the Florida Department of Highway Safety and Motor Vehicles also may not be disclosed pursuant to Section 119.0712(2)(c), F.S.

3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the DPPA Covered Data under DPPA and the Florida Statutes referenced above.

4. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including, but not limited to, compliance with these terms and conditions.

VII. Designation of DSA Coordinators

A. The Coordinators for this DSA are:

FL[DS] DSA Coordinator:

Policy Manager
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-413-0604
Email: mailto:Policy@digital.fl.gov

FL[DS] IT Coordinator:

State Cybersecurity Information Security Officer
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-413-0604
Email: Cyber@digital.fl.gov

Grantee's DSA Coordinator:

Name: Kevin Greenville
City/County of: Village of Estero
Street: 9401 Corkscrew Palms Circle
Estero, 33928
Telephone: (239) 221-5035
Email: greenville@estero-fl.gov

Grantee's IT Coordinator:

Name:
City/County of: Village of Estero
Street: 9401 Corkscrew Palms Circle
Estero, 33928
Telephone:
Email:

A. Changes to the DSA and/or IT Coordinator designations may be accomplished by providing email change notification that is acknowledged by both Parties.

VIII. Inspection of Records

Each Party shall permit the other Party and any other applicable state and federal representatives with regulatory oversight over the other Party, or their designees, to conduct inspections described in this paragraph, or to make on-site inspections of records relevant to this DSA to ensure compliance with any state and federal law, regulation, or rule. Such inspections may take place with notice during normal business hours wherever the records are maintained. Each Party shall ensure a system is maintained that is sufficient to permit an audit of such Party's compliance with this DSA and the requirements specified above. Failure to allow such inspections constitutes a material breach of this DSA. This DSA may be terminated in accordance with Section VII.C. for a material breach.

IX. Grantee Additional Terms

A. Contractors. Grantee shall ensure all contractors that have Access to Covered Data or Software Entitlements comply with all requirements of this DSA. The Software Entitlements shall not be Accessible by, or deployed on, Information Technology Resources not owned, employed, or controlled by Grantee.

RELEVANT FLORIDA STATUTES (2022)

Section 282.3185, Florida Statutes (F.S.), the "Local Government Cybersecurity Act," directs the Florida Digital Service (FL[DS]) to provide training in cybersecurity to local governments, oversee their compliance in adopting cybersecurity standards, and to receive cybersecurity incident and ransomware event notifications through the State Cybersecurity Operations Center. Such incident reporting must also include "[a] statement requesting or declining assistance from the Cybersecurity Operations Center, the Cybercrime Office of the Department of Law Enforcement, or the sheriff who has jurisdiction over the local government." S. 282.3185, F.S.

Under Specific Appropriation 2944A of the 2022-2023 General Appropriations Act, FL[DS] was directed to establish a competitive cybersecurity technical assistance grant program for municipalities and counties.

Section 119.0725, F.S., establishes that coverage limits and deductible or self-insurance amounts of insurance or other risk mitigation coverages acquired for the protection of information technology systems, operational technology systems, or data of entities subject to the requirements of section 119.07(1), F.S., and section 24(a), Article I of the State Constitution; information relating to existing or proposed information technology and operational technology systems and assets, whether physical or virtual, the incapacity or destruction of which would negatively affect security, economic security, public health, or public safety; cybersecurity incident information reported under section 282.3185, F.S.; network schematics, hardware and software configurations, or encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches, if the disclosure of such information would facilitate unauthorized access to or unauthorized modification, disclosure, or destruction of data or information, whether physical or virtual, or information technology resources, which include an agency's existing or proposed information technology systems; and the recordings and transcripts of public meetings where such information may be revealed are confidential and exempt, and such public meetings are exempt from section 286.011, F.S., and section 24(b), Article I of the State Constitution.

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Exhibit A

Cybersecurity Incident Response Rider

I. Definitions

In addition to the defined terms in the DSA, capitalized terms used herein have the meanings provided below:

A. Cloud Console – The global administrative accounts for Software Entitlements directly managed and licensed by FL[DS].

B. Customer Account – The accounts for Software Entitlements directly utilized by Grantee.

C. Information Technology Resources – As defined in section 282.0041, Florida Statutes, data processing hardware and software and services, communications, supplies, personnel, facility resources, maintenance, and training. As used in this IR Rider, the term also includes the definition for "Information Technology," as defined in section 282.0041, Florida Statutes, to add equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material used to automatically, electronically, and wirelessly collect, receive, access, transmit, display, store, record, retrieve, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, communicate, exchange, convert, converge, interface, switch, or disseminate information of any kind or form.

D. Managing Organization – The entity managing the use of the Software Entitlements and their Cloud Consoles. As used in this IR Rider, the Managing Organization is FL[DS].

E. Protected Grantee Data – Data, not including Telemetry Data, maintained and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, Software Entitlements.

F. Solution Data – Data, reports, or other information generated by Software Entitlements. This may be derived from, but does not include, Telemetry Data.

G. Telemetry Data – Data generated by Grantee through automated communication processes from multiple data sources and processed by Software Entitlements.

H. View - The permissions Grantee grants to FL[DS] to see Telemetry and Solutions Data provided to the Managing Organization by Customer Accounts. A View does not permit FL[DS] Access to Protected Grantee Data.

II. Purpose

FL[DS] and Grantee enter into this IR Rider to establish the terms and conditions for FL[DS] access to assist Grantee with responding to incidents.

I. Incident Response

A. **Incident Response Support**. As specified in section 282.3185(5), F.S., upon discovery of an incident, Grantee may request, or FL[DS] may offer to provide, incident response support. Access to Grantee Information Technology Resources shall be limited to the extent expressly agreed to by Grantee. Such Access and support are unilaterally terminable at any time by either Party. FL[DS] may establish, and Grantee shall comply with, protocols or procedures for reporting and requesting support for incidents under this IR Rider, responding to incidents, and the types of support available to be provided for an incident. Grantee shall mitigate the impact of the incident and preserve all relevant documents, records, and data. Grantee shall cooperate and coordinate with FL[DS] in responding to incidents where incident response support is received, including, but not limited to:

1. Assisting with any incident response related investigation by FL[DS];
2. Providing FL[DS] with physical access to the affected facilities and operations;
3. Facilitating interviews with Grantee personnel; and
4. Making all relevant records, logs, files, data reporting, and other materials available to FL[DS] or Grantee-authorized third parties.

FL[DS] shall only Access Covered Data, other Grantee data, and Grantee Information Technology Resources as permitted by Grantee. Any specific limitations on such Access shall be documented.

Upon termination of each instance of incident response support, regardless of the reason for such termination, Grantee shall assist FL[DS] with any close-out or post-incident documentation upon request.

B. **Covered Data and Personally Identifiable Information**. FL[DS] will not disclose Covered Data or other data made Accessible during incident response support to any third party unless required by law or as authorized by Grantee. In the event such data is required by law to be disclosed, FL[DS] shall make best efforts to notify Grantee prior to such disclosure.

II. FL[DS] Role and Responsibilities

FL[DS] shall provide Grantee with the option to utilize the Software Entitlements to enhance the Grantee's cybersecurity and protect the Grantee's infrastructure from threats.

FL[DS] will Access a View of the Telemetry Data and Solution Data. FL[DS] will only use Telemetry and Solutions Data for the purpose of developing and implementing the Program; identifying and responding to risks and incidents; and in furtherance of meeting FL[DS]' and Grantee's statutory and regulatory obligations. FL[DS] will not disclose the Telemetry Data and Solutions Data to any third party unless required by law or as otherwise authorized by Grantee. FL[DS] will provide incident response services and resources as allowed and agreed to by FL[DS] and Grantee in responding to risks and incident.

I. Grantee Roles and Responsibilities

Grantee shall cooperate with and provide all assistance necessary to FL[DS]' incident response support.

II. Indemnification

For the avoidance of doubt, the Grantee agrees to indemnify FL[DS] and the Department for any claims related to this rider pursuant to the terms provided in section R., Indemnification, of the Grant Agreement.

III. Conflict

In the event of a conflict between this IR Rider, the DSA, and any other rider, the terms of this IR Rider shall control.

IV. Liability and Termination of Incident Response Support

Except as described in the DSA or other riders, incident response services and resources of FL[DS] or Grantee-authorized third parties shall be provided by FL[DS] without warranty by, and without liability to, FL[DS] or such Grantee-authorized third parties. Upon request, FL[DS] or Grantee-authorized third parties shall provide reasonable assistance to return Grantee Information Technology Resources to the operational status prior to the involvement of FL[DS] incident response support.

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Exhibit B

Solution Rider

I. Definitions

In addition to the defined terms in the DSA, capitalized terms used herein have the meanings provided below:

A. Protected Grantee Data – Data, not including Telemetry Data, maintained, and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, the Licensed Software Solution.

B. Customer Account – The Licensed Software Solution account directly utilized by Grantee.

C. Local Government Cybersecurity Grant Program ("the Program") –The Program established by the 2022-2023 General Appropriations Act to improve county and municipal cybersecurity posture and resiliency.

D. Licensed Software Solutions – Proprietary software provided to the Grantee under the Agreement to satisfy provision of the solution(s) awarded to the Grantee, as identified in Attachment A.1 of the Grant Agreement.

E. Managing Organization – The entity managing the use of the Licensed Software Solution and its implementation. As used in this Rider, the Managing Organization is FL[DS].

F. Protected Grantee Data – Data, not including Telemetry Data, maintained, and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, the Licensed Software Solution.

G. Solution Console – The global administrative account(s) directly managed and licensed by FL[DS] to provide the Grantee with the Software Entitlement.

H. Solution Data – Data, reports, or other information generated by the Licensed Software Solution. May be derived from but shall not include Telemetry Data.

I. Telemetry Data –The data generated by Grantee through automated communication processes from multiple data sources and processed by the Licensed Software Solution.

J. View – The permissions granted for FL[DS] to see Telemetry Data provided to the Managing Organization's Solution Console by the Customer Account. A View does not permit FL[DS] Access to Protected Grantee Data.

II. Statement of Work

A. **Purpose/Scope:** FL[DS] and Grantee enter into this Rider to establish the terms and conditions for Grantee Access to the Licensed Software Solution provided by FL[DS]; to establish the maintenance, use, and disclosure of the Telemetry Data generated by

Grantee and uploaded to the Solution Console; and to provide terms and conditions for the use of the Licensed Software Solution.

A. **FL[DS] Role and Responsibilities**: FL[DS] is responsible for providing Grantee with the option to utilize the Licensed Software Solution.

FL[DS] shall be permitted to Access a View of the Telemetry Data provided within the Solution Console via permissions to the Customer Account.

FL[DS] will only use Telemetry Data for the express purpose of developing and implementing the Program and in furtherance of FL[DS]' and Grantee's statutory and regulatory obligations. FL[DS] will not disclose the Telemetry Data to any third party unless required by law or as otherwise authorized by Grantee.

B. **Grantee's Role and Responsibilities:** Grantee is responsible for:

a. Grantee Access to and use of the Licensed Software Solution in compliance with all terms and conditions related thereto, including the Agreement terms and the vendor terms and conditions to be provided to the Grantee by FL[DS] without need for an amendment hereto by the Parties and which, after provision thereof, will be deemed incorporated herein and a material component hereof;

b. Activating and deactivating the Access, credentials, and privileges of its authorized users;

c. Ensuring no Protected Grantee Data is submitted to the Licensed Software Solution;

d. Entering into any additional agreement with FL[DS], the Licensed Software Solution provider, or other third-parties as may be required by law regarding Protected Grantee Data, as applicable; and

e. Managing access controls to allow View by FL[DS] and Access by the Licensed Software Solution.

Telemetry Data, even as it may be housed, maintained, or processed by the Licensed Software Solution, is and shall remain the property of Grantee.

C. **Indemnification:** For the avoidance of doubt, the Grantee agrees to indemnify FL[DS] and the Department for any costs related to Grantee's use of the Licensed Software Solution pursuant to the terms provided in section R., Indemnification, of the Grant Agreement.

D. **Conflict:** In the event of a conflict between this Rider and the DSA, the terms of this Rider shall control.

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Liaison Assignments

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
JUNE 21, 2023

Agenda Item:

Resolution No. 2023-13 Plat for Milan Villas

Motion to Approve Plat

Background:

The Council approved rezoning from Commercial Planned Development (CPD) to Residential Planned Development (RPD) on November 16, 2022 (Ordinance 2022-11), 10.02 acres, located on the northwest corner of Three Oaks Pkwy and Williams Road. The Development Order (DOS2022-E005) was issued on February 9, 2023 for Milan Villas which consists of 44 lots.

Description:

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

Action Requested:

Motion to Approve Plat

Process and Timeline:

- Preliminary Plat submitted on May 20, 2022
- Reviewed by staff, professional surveyors, Village Attorney
- Revisions by applicant
- Deemed complete by Village attorney on June 14, 2023

Financial Impact:

No financial impact

Prepared by: Mary Gibbs

Attachments:

1. Resolution No. 2023-13
2. Staff Report

RESOLUTION NO. 2023-13

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING MILAN VILLAS A REPLAT OF A PORTION OF LOT 1, BLOCK "C" OF FLORIDA GULF LAND COMPANY'S SUBDIVISION, PLAT BOOK 1, PAGE 59, LYING IN SECTION 34, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LOCATED ON THREE OAKS PKWY AND WILLIAMS ROAD; MAKING RELATED FINDINGS; PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes § 177.071(1) provides, in relevant part, that before a plat located wholly within the boundaries of a municipality is offered for recording, it must be approved by the municipality's governing board, which has exclusive jurisdiction to approve the replat, and evidence of such approval must be placed on the replat; and

WHEREAS, D.R. Horton, Inc., a Delaware corporation, licensed to do business in Florida, (the "Applicant"), filed an application for Milan Villas a replat of a portion of LOT 1, BLOCK "C" OF FLORIDA GULF LAND COMPANY'S SUBDIVISION for residential lots located on the northwest corner of Three Oaks Pkwy and Williams Road (the "Property"); and

WHEREAS, the Property STRAP number is 34-46-25-E3-0100C.0010 and legally described as:

> A portion of LOT 1, BLOCK "C" OF FLORIDA GULF LAND COMPANY'S SUBDIVISION as recorded in PLAT BOOK 1, PAGE 59 of the public records of Lee County Florida; and

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

WHEREAS, on June 21st, 2023, the Village Council conducted a duly noticed public meeting, at which meeting the Council considered: 1) the plat application materials and presentations of the Applicant, 2) comments and input from the Village's professional staff, and 3) comments of the public; and

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

WHEREAS, the Council finds that plat meets the technical requirements of Part I of Florida Statutes Chapter 177, and the requirements of the Village's Land Development Code; and

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

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

1. The Milan Villas a replat for of a portion of LOT 1, BLOCK "C" OF FLORIDA GULF LAND COMPANY'S SUBDIVISION (incorporated herein by reference) is approved.

2. The Village Manager, through staff and/or agents of the Village, is hereby authorized to execute any supplemental documentation the Applicant may request which may be required to allow the Applicant to complete the recordation of the approved plat.

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

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

DULY ADOPTED with a quorum present and voting this 21st day of June 2023.

_____
Jon, McLain, Mayor

Attest:

_____
Carol Sacco, Village Clerk

VILLAGE OF ESTERO
PLAT REVIEW
STAFF REPORT

PROJECT NAME: **MILAN VILLAS**

CASE TYPE: **Replat**

CASE NUMBER: **PLT2022-E001**

COUNCIL DATE: **June 21, 2023**

REQUEST
The applicant has requested Council approval for the Milan Villas **a** REPLAT OF A PORTION OF LOT 1, BLOCK "C" OF FLORIDA GULF LAND COMPANY'S SUBDIVISION LYING IN SECTION 34, TOWNSHIP 46 SOUTH, RANGE 25 EAST. The replat creates 44 residential lots. A copy of the replat is provided in Attachment B.

PROPERTY DESCRIPTION
The 10.02-acre development was formerly known as FLORIDA GULF LAND COMPANY'S SUBDIVISION. It is located on the northwest corner of Three Oaks Pkwy and Williams Road.

ZONING
The property is zoned Residential Planned Development (RPD).

FUTURE LAND USE DESIGNATION
Village Neighborhood 2

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

EASEMENTS
There are a total of eight (8) easement types present on the subject property.

STAFF ANALYSIS
The preliminary plat package was submitted to the Village for review on May 20, 2022. Staff reviewed the plat to confirm that it is consistent with the approved Development Order. The Village Professional Surveyor Mapper (Banks Engineering) and the Village attorney reviewed the final plat for consistency with the Florida Statutes and the Village of Estero's Administrative Code. The Village attorney deemed the replat to be complete on June 14, 2023 (Attachment A).

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

ATTACHMENTS

A. Attorney Memorandum
B. Plat

Exhibit A

From: Robert Eschenfelder
To: Jim Hart
Cc: Mary Gibbs
Subject: RE: PLT2022-E001 Milan Villas Plat
Date: Wednesday, June 14, 2023 7:49:05 AM
Attachments: image001.png
image003.png

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

Mr. Hart,

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

Please let me know if you have any questions.

Regards,
Robert M. Eschenfelder, Esquire
Board Certified in City, County and Local Government Law
Rob@cityattorneys.legal
TRASK DAIGNEAULT, LLP
Harbor Oaks Professional Center
1001 South Fort Harrison Avenue, Suite 201
Clearwater, FL 33756
(727) 733-0494 Phone
(727) 733-2991 Fax

CONFIDENTIALITY NOTICE

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From: Jim Hart <hart@estero-fl.gov>
Sent: Tuesday, June 13, 2023 9:40 AM
To: Robert Eschenfelder <Rob@cityattorneys.legal>
Cc: Mary Gibbs <gibbs@estero-fl.gov>

Exhibit B

INSTRUMENT NUMBER

SHEET 1 OF 4

MILAN VILLAS

A REPLAT OF A PORTION OF LOT 1, BLOCK "C", OF FLORIDA GULF LAND COMPANY'S SUBDIVISION, PLAT BOOK 1, PAGE 59, LYING IN SECTION 34, TOWNSHIP 46 SOUTH, RANGE 25 EAST, VILLAGE OF ESTERO, LEE COUNTY, FLORIDA

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT D.R. HORTON, INC., A DELAWARE CORPORATION, LICENSED TO DO BUSINESS IN FLORIDA, THE OWNER OF THE HEREON DESCRIBED LANDS HAS CAUSED THIS PLAT OF MILAN VILLAS, A REPLAT OF A PORTION OF LOT 1, BLOCK C, OF FLORIDA GULF LAND COMPANY'S SUBDIVISION, LEE COUNTY, FLORIDA, TO BE MADE, AND DOES HEREBY DEDICATE THE FOLLOWING:

1. DEDICATE TO MILAN VILLAS HOMEOWNERS' ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT:
   A. TRACTS "O-1" AND "O-2", AS OPEN SPACE AND AS A DRAINAGE EASEMENT (D.E.), WITH RESPONSIBILITY FOR MAINTENANCE.
   B. TRACT "R" AS PRIVATE ROAD RIGHT OF WAY, ACCESS EASEMENT (A.E.), DRAINAGE EASEMENT (D.E.), AND IRRIGATION EASEMENT (I.E.), WITH RESPONSIBILITY FOR MAINTENANCE.
   C. ALL DRAINAGE EASEMENTS (D.E.), WITH RESPONSIBILITY FOR MAINTENANCE.
   D. ALL LANDSCAPE BUFFER EASEMENTS (L.B.E.), WITH RESPONSIBILITY FOR MAINTENANCE.

2. DEDICATE TO LEE COUNTY, FLORIDA, ITS SUCCESSORS AND /OR ASSIGNS, FOR THE PURPOSE OF PERFORMING AND DISCHARGING ITS DUTIES AND OBLIGATIONS TO PROVIDE POTABLE WATER DISTRIBUTION AND SANITARY WATER COLLECTION SERVICES, NON-EXCLUSIVE UTILITY EASEMENTS (L.C.U.E.'S) AS SHOWN AND/OR NOTED HEREIN, SUBJECT TO A RIGHT OF ACCESS TO THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND TO ANY PUBLIC OR PRIVATE UTILITY, OVER AND THROUGH THE DESCRIBED L.C.U.E.'S.

3. DEDICATE TO FEDERAL, STATE AND LOCAL GOVERNMENT AGENCIES AND DEPARTMENTS AND TO ALL PUBLIC UTILITIES AS DEFINED BY FLORIDA LAW AND MAY BE AMENDED FROM TIME TO TIME, WHETHER PRIVATELY OR GOVERNMENTALLY OWNED, FOR USE IN PERFORMING AND DISCHARGING OF THEIR RESPECTIVE OFFICIAL DUTIES AND OBLIGATIONS TO PROVIDE UTILITY AND OTHER GOVERNMENTAL SERVICES, INCLUDING INGRESS AND EGRESS BY POLICE, FIRE AND OTHER EMERGENCY SERVICES:
   A. A NON EXCLUSIVE, PERPETUAL ACCESS EASEMENT (A.E.) FOR INGRESS AND EGRESS OVER, UNDER AND ACROSS TRACT "R".
   B. A NON EXCLUSIVE, PERPETUAL PUBLIC UTILITY EASEMENT (P.U.E.) OVER, UNDER AND ACROSS TRACT "R".
   C. ALL PUBLIC UTILITY EASEMENTS SHOWN ON PLAT.

THE PUBLIC UTILITY EASEMENTS DESCRIBED HEREIN MAY ALSO BE USED FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER, SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION (I) SHALL NOT INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY AND (II) SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, THE CABLE TELEVISION COMPANY SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.

ALL THE DESCRIBED DEDICATIONS, RESERVATIONS, TRACTS AND EASEMENTS ARE IN ACCORDANCE WITH THE GENERAL NOTES DESCRIBED ON THIS SHEET. IN WITNESS WHEREOF, D.R. HORTON, INC., A DELAWARE CORPORATION, LICENSED TO DO BUSINESS IN FLORIDA, HAS CAUSED THIS DEDICATION TO BE MADE THIS _____ DAY OF _____, 2023, A.D.

D.R. HORTON, INC., A DELAWARE CORPORATION, LICENSED TO DO BUSINESS IN FLORIDA,

BY _____;

WITNESS:_____ WITNESS:_____

BY:_____ PRINT NAME:_____ PRINT NAME:_____

JUSTIN ROBBINS
BY: _____ VICE PRESIDENT D.R. HORTON, INC., A DELAWARE CORPORATION;

ACKNOWLEDGMENT

STATE OF FLORIDA, COUNTY OF LEE
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, ON _____ (DATE) BY JUSTIN ROBBINS, VICE PRESIDENT OF D.R. HORTON, INC., A DELAWARE CORPORATION, ON BEHALF OF THE CORPORATION. HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC (SEAL)

_____ MY COMMISSION EXPIRES:

_____
PRINTED NAME:

PROPERTY OWNERS ASSOCIATION ACCEPTANCE AND ACKNOWLEDGMENT

WHERE PORTIONS OF THE INFRASTRUCTURE ARE DEDICATED TO A PROPERTY OWNERS ASSOCIATION, THE PROPERTY OWNERS ASSOCIATION MUST ACCEPT THE DEDICATION AND AFFIRMATIVELY ACKNOWLEDGE THE OBLIGATION TO MAINTAIN THE INFRASTRUCTURE THAT IS THE SUBJECT OF THE DEDICATION. THIS SHALL BE ACCOMPLISHED BY SIGNING THE FACE OF THE PLAT. PROPERTY OWNERS ASSOCIATION HEREBY ACCEPTS THE DEDICATION AND ACKNOWLEDGES RESPONSIBILITY FOR MAINTENANCE OF THE INFRASTRUCTURE ASSOCIATED WITH THE DEDICATION.

OWNER:
MILAN VILLAS HOMEOWNERS' ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT

WITNESS:_____ WITNESS:_____

BY:_____

_____, PRESIDENT/SECRETARY PRINT NAME:_____ PRINT NAME:_____

ACKNOWLEDGMENT

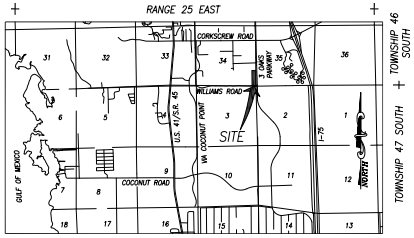
STATE OF FLORIDA, COUNTY OF LEE
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, ON _____ (DATE) BY _____, AS _____ WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC (SEAL)

_____ MY COMMISSION EXPIRES:

_____
PRINTED NAME:

D052022-5005 / PLT2022-E001



LOCATION SKETCH
(NOT TO SCALE)

LEGAL DESCRIPTION

A PORTION OF LOT 1, BLOCK "C", OF THAT CERTAIN SUBDIVISION KNOWN AS FLORIDA GULF LAND COMPANY'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND RECORDED IN PLAT BOOK 1, PAGE 59 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 46 SOUTH, RANGE 25 EAST, ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 89°57'26" WEST ALONG THE SOUTH LINE OF SAID LOT 1, ALSO BEING THE SOUTH LINE OF SAID SECTION 34 AND THE NORTH RIGHT-OF-WAY OF WILLIAMS ROAD FOR 20.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°57'26" WEST ALONG SAID LINE FOR 309.62 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00°40'10" WEST ALONG THE WEST LINE OF SAID LOT 1 FOR 1320.47 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89°42'15" EAST ALONG THE NORTH LINE OF SAID LOT 1 FOR 331.52 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, BEING ON THE EAST LINE OF SAID SECTION 34 AND THE WESTERLY RIGHT-OF-WAY OF THREE OAKS PARKWAY; THENCE SOUTH 00°35'12" EAST ALONG THE EASTERLY BOUNDARY OF SAID LOT 1, SAID SECTION 34, AND THE WESTERLY RIGHT-OF-WAY OF THREE OAKS PARKWAY FOR 1,291.91 FEET; THENCE SOUTH 33°16'13" WEST FOR 35.90 FEET TO THE POINT OF BEGINNING.

LEGEND

■	=	PERMANENT REFERENCE MONUMENT (P.R.M.) 4"X 4" CONCRETE MONUMENT STAMPED "PRM DAG GED LB 6896" (UNLESS NOTED)
●	=	PERMANENT CONTROL POINT P.C.P. – SET A PK NAIL AND DISK STAMPED "PCP DAG GED LB 6896"
A.E.	=	ACCESS EASEMENT
D.E.	=	DRAINAGE EASEMENT
P.U.E.	=	PUBLIC UTILITY EASEMENT
L.B.E.	=	LANDSCAPE BUFFER EASEMENT
I.E.	=	IRRIGATION EASEMENT
O.R.	=	OFFICIAL RECORDS
PG.	=	PAGE
R.O.W.	=	RIGHT-OF-WAY
I.E.	=	IRRIGATION EASEMENT
L.C.U.E.	=	LEE COUNTY UTILITY EASEMENT
L.B.E.	=	LANDSCAPE BUFFER EASEMENT
R	=	RADIUS
L	=	ARC LENGTH
CHB	=	CHORD BEARING
CH	=	CHORD
(N.R.)	=	NON-RADIAL

NOTICE:

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

NOTICE:

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

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED UPON THE WESTERLY RIGHT-OF-WAY OF THREE OAKS PARKWAY HAVING A BEARING OF SOUTH 00°35'12" EAST, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD83/2011) FLORIDA WEST ZONE. DISTANCES SHOWN ARE GROUND DISTANCES MEASURED IN FEET.
2. ALL MEASUREMENTS ARE BASED ON THE UNITED STATES SURVEY FOOT, SHOWN IN FEET AND DECIMAL PARTS THEREOF.
3. ALL CURVES ARE CIRCULAR, CURVE RADII WERE HELD, CURVE DELTA VALUES MAY VARY BY ± 01" (± ONE SECOND) DUE TO ROUNDING OF TANGENT BEARINGS.
4. ALL LOT LINES ARE RADIAL TO THE RIGHT-OF-WAY UNLESS OTHERWISE SHOWN.

VILLAGE OF ESTERO APPROVALS

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

JON MCLAIN
MAYOR

CAROL SACCO
VILLAGE CLERK

ROBERT M. ESCHENFELDER, ESQ.
CITY ATTORNEY

MARY GIBBS
DIRECTOR OF COMMUNITY DEVELOPMENT

VILLAGE OF ESTERO SURVEYOR

REVIEW BY THE VILLAGE DESIGNATED PSM DETERMINED THAT THIS PLAT CONFORMS TO THE REQUIREMENT OF F.S. CH. 177, PART 1.

ALLEN M. VOSE III, PSM LS7191
PROFESSIONAL SURVEYOR AND MAPPER
AS VILLAGE OF ESTERO DESIGNATED PSM

CLERK OF COURT CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF MILAN VILLAS, A REPLAT OF A PORTION OF LOT 1, BLOCK C, OF FLORIDA GULF LAND COMPANY'S SUBDIVISION, RECORDED IN PLAT BOOK 1, PAGE 59, LEE COUNTY, FLORIDA, WAS FILED FOR RECORD

AT _____M., THIS _____ DAY OF_____, 2023 AND DULY RECORDED AS INSTRUMENT NUMBER _____ IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

KEVIN C. KARNES
LEE COUNTY CLERK OF COURT
IN AND FOR LEE COUNTY, FLORIDA

PREPARING SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF MILAN VILLAS, A REPLAT OF A PORTION OF LOT 1, BLOCK C, OF FLORIDA GULF LAND COMPANY'S SUBDIVISION, RECORDED IN PLAT BOOK 1, PAGE 59, LEE COUNTY, FLORIDA, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS (P.R.M.S) HAVE BEEN PLACED AT THE LOCATIONS SHOWN ON THE PLAT.

DAGOSTINO GEOSPATIAL, INC.

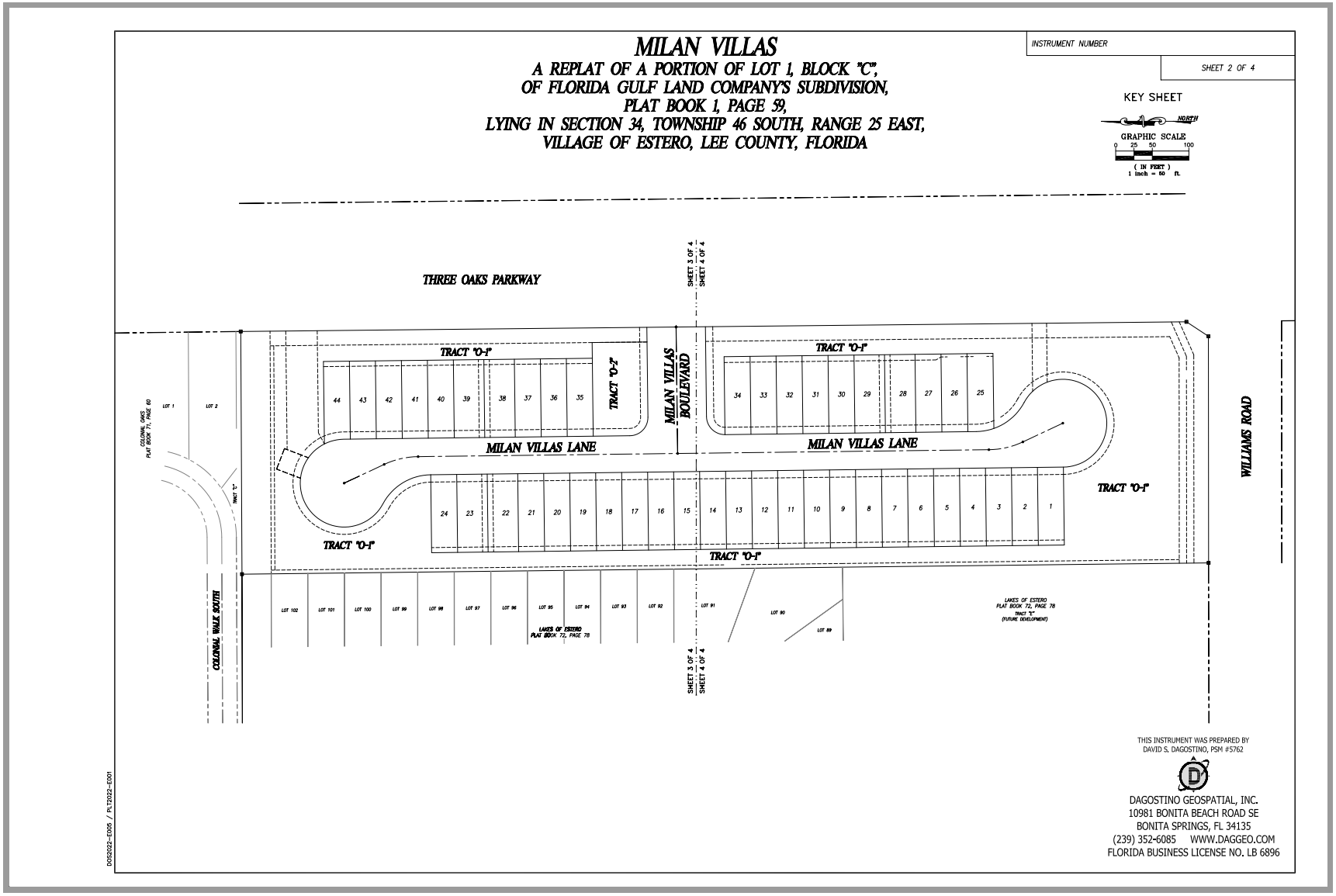
BY:_____

THIS 6TH DAY OF APRIL, 2023

DAVID S. DAGOSTINO, PSM
PROFESSIONAL SURVEY AND MAPPER
STATE OF FLORIDA LICENSE NUMBER 5762

THIS INSTRUMENT WAS PREPARED BY
DAVID S. DAGOSTINO, PSM #5762

DAGOSTINO GEOSPATIAL, INC.
10981 BONITA BEACH ROAD SE
BONITA SPRINGS, FL 34135
(239) 352-6085 WWW.DAGGEO.COM
FLORIDA BUSINESS LICENSE NO. LB 6896


MILAN VILLAS
A REPLAT OF A PORTION OF LOT 1, BLOCK "C",
OF FLORIDA GULF LAND COMPANY'S SUBDIVISION,
PLAT BOOK 1, PAGE 59,
LYING IN SECTION 34, TOWNSHIP 46 SOUTH, RANGE 25 EAST,
VILLAGE OF ESTERO, LEE COUNTY, FLORIDA
INSTRUMENT NUMBER
SHEET 2 OF 4
KEY SHEET
NORTH
GRAPHIC SCALE
0 25 50 100
(IN FEET)
1 inch = 50 ft.
THREE OAKS PARKWAY
SHEET 3 OF 4
SHEET 4 OF 4
TRACT "O-1"
TRACT "O-2"
MILAN VILLAS BOULEVARD
MILAN VILLAS LANE
WILLIAMS ROAD
COLONIAL WALK SOUTH
COLONIAL OAKS
PLAT BOOK 71, PAGE 60
LAKES OF ESTERO
PLAT BOOK 72, PAGE 78
LAKES OF ESTERO
PLAT BOOK 72, PAGE 78
TRACT "L"
(FUTURE DEVELOPMENT)
THIS INSTRUMENT WAS PREPARED BY
DAVID S. DAGOSTINO, PSM #5762
DAGOSTINO GEOSPATIAL, INC.
10981 BONITA BEACH ROAD SE
BONITA SPRINGS, FL 34135
(239) 352-6085 WWW.DAGGEO.COM
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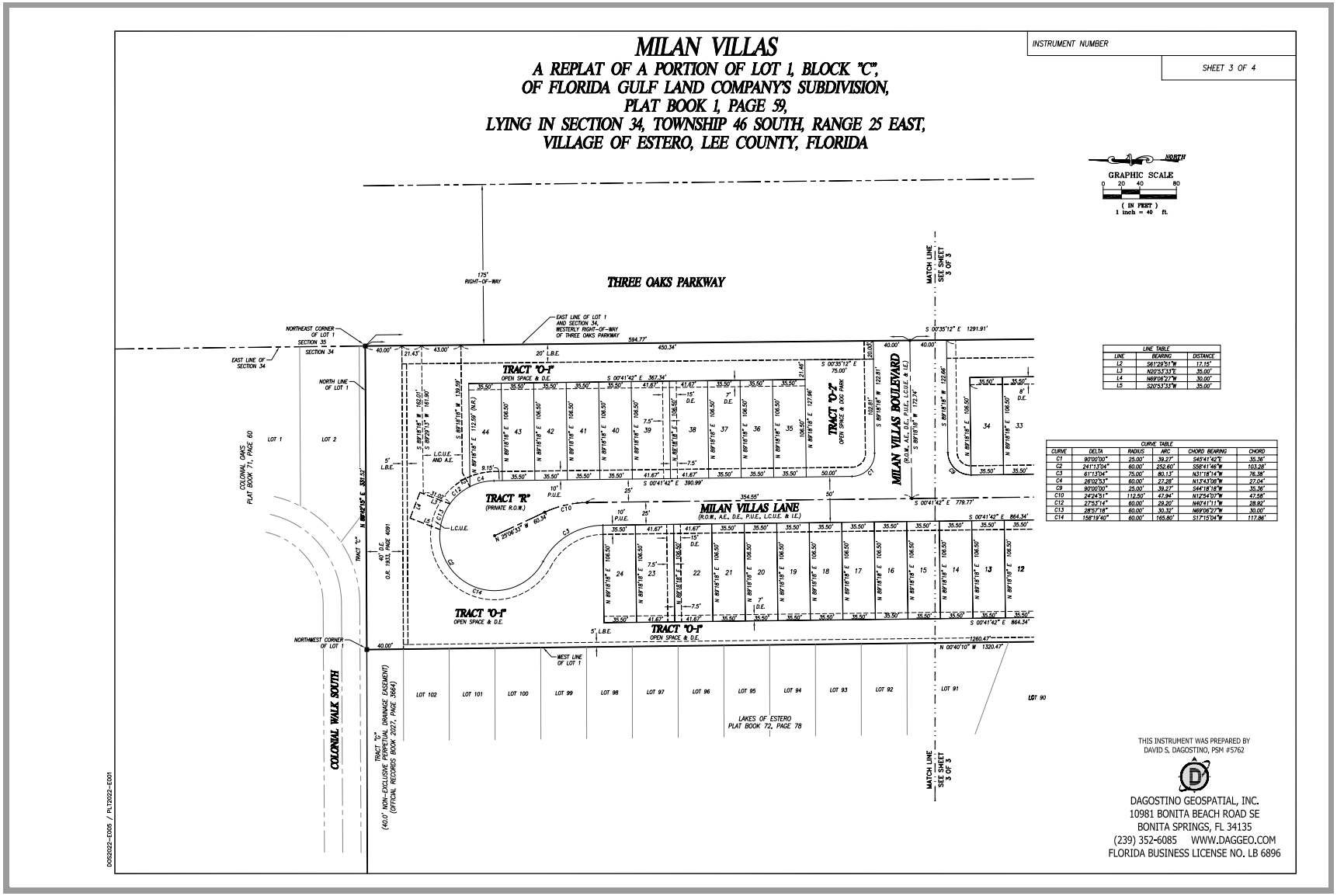
0052022-E005 / PLT2022-E001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OF FLORIDA GULF LAND COMPANY'S SUBDIVISION,
PLAT BOOK 1, PAGE 59,
LYING IN SECTION 34, TOWNSHIP 46 SOUTH, RANGE 25 EAST,
VILLAGE OF ESTERO, LEE COUNTY, FLORIDA
INSTRUMENT NUMBER
SHEET 3 OF 4
NORTH
GRAPHIC SCALE
0 20 40 80
(IN FEET)
1 inch = 40 ft.
THREE OAKS PARKWAY
175' RIGHT-OF-WAY
MILAN VILLAS BOULEVARD
(R.O.W., A.E., D.E., P.U.E., L.C.U.E. & I.E.)
MILAN VILLAS LANE
(R.O.W., A.E., D.E., P.U.E., L.C.U.E. & I.E.)
TRACT "R"
(PRIVATE R.O.W.)
TRACT "O-1"
OPEN SPACE & D.E.
TRACT "O-2"
OPEN SPACE & DOG PARK
COLONIAL WALK SOUTH
TRACT "C"
(40.0' NON-EXCLUSIVE PERPETUAL DRAINAGE EASEMENT)
(OFFICIAL RECORDS BOOK 2027, PAGE 3864)
LAKES OF ESTERO
PLAT BOOK 72, PAGE 78
COLONIAL OAKS
PLAT BOOK 71, PAGE 60
MATCH LINE
SEE SHEET
3 OF 3
NORTHEAST CORNER OF LOT 1 SECTION 35 SECTION 34
NORTHWEST CORNER OF LOT 1
EAST LINE OF SECTION 34
NORTH LINE OF LOT 1
WEST LINE OF LOT 1
EAST LINE OF LOT 1 AND SECTION 34, WESTERLY RIGHT-OF-WAY OF THREE OAKS PARKWAY
LOT 1
LOT 2
LOT 90
LOT 91
LOT 92
LOT 93
LOT 94
LOT 95
LOT 96
LOT 97
LOT 98
LOT 99
LOT 100
LOT 101
LOT 102
LINE TABLE
LINE | BEARING | DISTANCE
L2 | S61°29'51"W | 17.15'
L3 | N20°53'33"E | 35.00'
L4 | N69°06'27"W | 30.00'
L5 | S20°53'33"W | 35.00'
CURVE TABLE
CURVE | DELTA | RADIUS | ARC | CHORD BEARING | CHORD
C1 | 90°00'00" | 25.00' | 39.27' | S45°41'42"E | 35.36'
C2 | 241°13'04" | 60.00' | 252.60' | S58°41'46"W | 103.28'
C3 | 61°13'04" | 75.00' | 80.13' | N31°18'14"W | 76.38'
C4 | 26°02'53" | 60.00' | 27.28' | N13°43'08"W | 27.04'
C9 | 90°00'00" | 25.00' | 39.27' | S44°18'18"W | 35.36'
C10 | 24°24'51" | 112.50' | 47.94' | N12°54'07"W | 47.58'
C12 | 27°53'14" | 60.00' | 29.20' | N40°41'11"W | 28.92'
C13 | 28°57'18" | 60.00' | 30.32' | N69°08'27"W | 30.00'
C14 | 158°19'40" | 60.00' | 165.80' | S17°15'04"W | 117.86'
THIS INSTRUMENT WAS PREPARED BY
DAVID S. DAGOSTINO, PSM #5762
DAGOSTINO GEOSPATIAL, INC.
10981 BONITA BEACH ROAD SE
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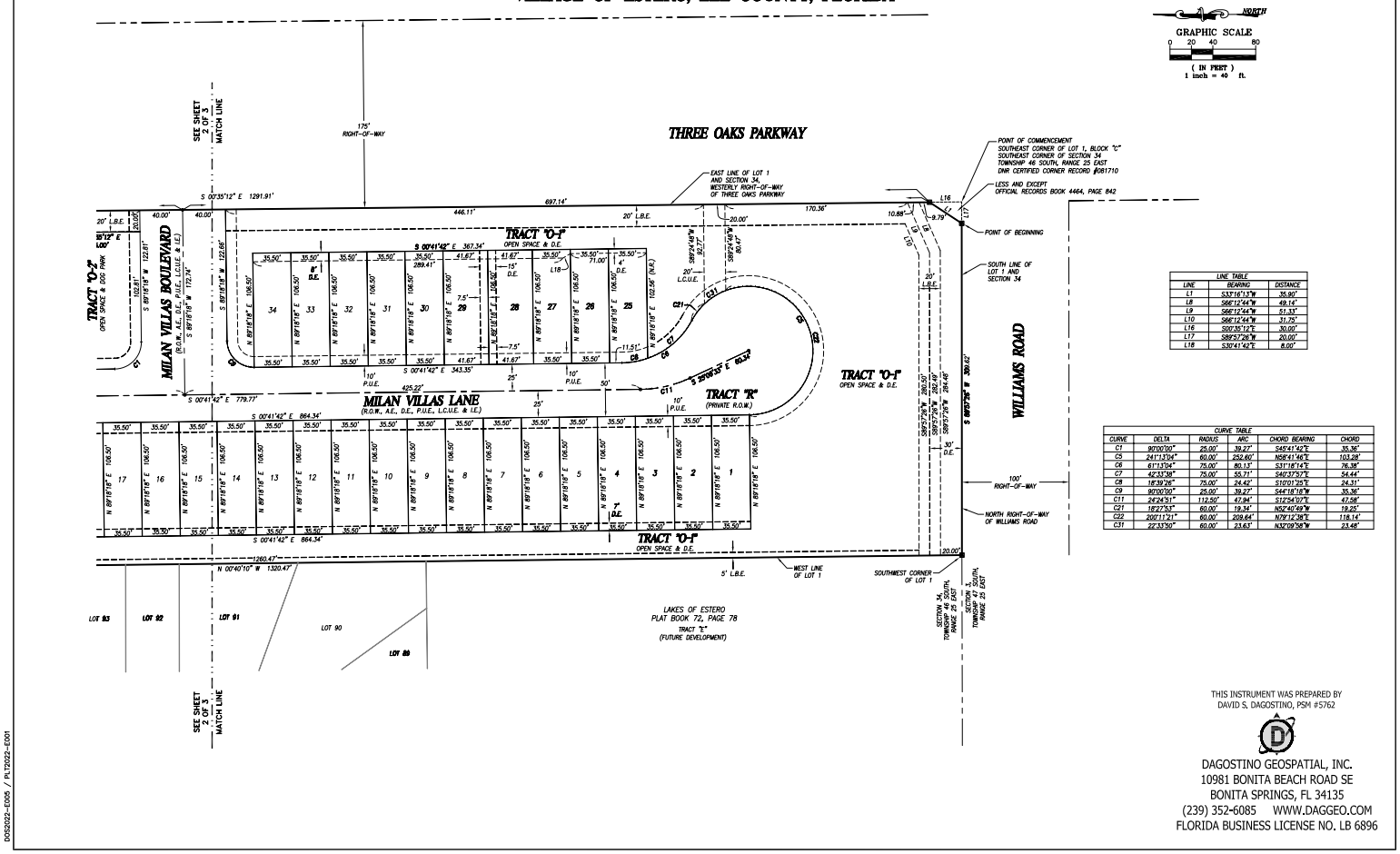
D052022-E005 / PLT2022-E001

MILAN VILLAS

A REPLAT OF A PORTION OF LOT 1, BLOCK "C", OF FLORIDA GULF LAND COMPANY'S SUBDIVISION, PLAT BOOK 1, PAGE 59, LYING IN SECTION 34, TOWNSHIP 46 SOUTH, RANGE 25 EAST, VILLAGE OF ESTERO, LEE COUNTY, FLORIDA

INSTRUMENT NUMBER

SHEET 4 OF 4



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S3°16'13"W	35.90'
L8	S66°12'44"W	49.14'
L9	S66°12'44"W	51.33'
L10	S66°12'44"W	51.75'
L16	S00°35'12"E	30.00'
L17	S89°57'26"W	20.00'
L18	S30°41'42"E	8.00'

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	90°00'00"	25.00'	39.27'	S45°41'42"E	35.36'
C5	241°13'04"	60.00'	252.60'	N58°41'46"E	103.28'
C6	61°13'04"	75.00'	80.13'	S31°18'14"E	76.39'
C7	42°33'38"	75.00'	55.71'	S46°37'57"E	54.44'
C8	18°39'26"	75.00'	24.42'	S10°01'25"E	24.31'
C9	90°00'00"	25.00'	39.27'	S44°18'18"W	35.36'
C11	24°24'51"	112.50'	47.94'	S12°54'07"E	47.58'
C21	18°27'53"	60.00'	19.34'	N52°40'49"W	19.25'
C22	200°11'21"	60.00'	209.64'	N79°12'38"E	116.14'
C31	22°33'50"	60.00'	23.62'	N33°09'58"W	23.46'

THIS INSTRUMENT WAS PREPARED BY
DAVID S. DAGOSTINO, PSM #5762

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10981 BONITA BEACH ROAD SE
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FLORIDA BUSINESS LICENSE NO. LB 6896

D052022-E005 / PLT2022-E001

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 21, 2023

Agenda Item:

Cypress Park Circle Utility Extension Project (UEP) Design & Permitting - EC 2022-29 STA 02

Motion to approve STA 02 to Contract EC 2022-29 with Weston & Sampson to design and permit the extension of utilities to Cypress Park Circle for $311,650.

Approve a $ 31,000 contingency (10%) for additional services that may be required to complete the project.

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

Background:

The Estero River is identified as impaired by the Florida Department of Environmental Protection (FDEP) for bacteria, iron, and copper. This means the waterbody is not meeting the State's water quality standards. In addition, Estero Bay has been identified as impaired for nutrients.

Water quality data collected by Lee County over the past few decades indicate the source of bacteria is likely originating within the Village of Estero's boundaries.

To identify potential sources of nutrients originating within the Village's boundaries, Village Council partnered with Florida Gulf Coast University (FGCU) to identify potential bacteria sources. FGCU previously presented these findings to Village Council on April 7, 2021. While the FGCU study was not able to conclusively identify the sources, the study did note that bacteria and sucralose levels in ditches located in neighborhoods with septic tanks were both high compared to other areas. Septic tanks are likely sources of bacteria and nutrients to the Estero River.

Description:

Cypress Park Circle is an approximately 0.4-mile-long road located along the north side of Corkscrew Road directly west of the Villages at Country Creek Community. There are 32 residential lots, The Cypress Park Motel, and a vacant commercial lot located along

Cypress Park Circle. The northern most residential property is bisected by the Estero River. A bridge is required to access the home, which is located on the north side of the river.

Village Staff is proposing to hire Weston & Sampson to design and permit utilities along Cypress Park Circle. Designing the utility improvements now will allow the Village to investigate alternative funding sources for the project.

Following is an outline of the services included in this contract.

1. Funding Assistance
2. Design
3. Permitting
4. Bidding
5. Public Involvement

Action Requested:

Motion to approve STA 02 to Contract EC 2022-29 with Weston & Sampson to design and permit the extension of utilities to Cypress Park Circle for $311,650.

Approve a $31,000 contingency (10%) for additional services that may be required to complete the project.

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

Process and Timeline:

A project schedule is included (Attachment B) in the attached contract. Following is a summary of the schedule. Days are from the project notice to proceed:

Preliminary Design:	2 months
60% Design Plans:	5 months
Permitting:	6 months

The start of construction will be contingent upon additional funding sources and Council approval.

Financial Impact:

The fiscal impact is $342,650 for the design and permitting of the Cypress Park Circle UEP. This includes $311,650 for the contract approval and a 10% project contingency of $31,000.

This project is not currently included within the Fiscal Year 2022-2023 budget. However, sufficient funds are available in unallocated general funds to fund the contract. A budget amendment will be processed to allocate funds to this project.

Prepared by: David Willems, P.E.

Attachments:

1. Location Map
2. EC 2022-29 STA 02
3. Vendor Disclosure


Highlands Ave
Estero
Sandy Ln
Fruitful Dr
Tanglewood Ln
Rivers Ford
Persimmon Pl
Pkwy
Estero River
Estero River Cir
Country Creek Dr
Andiron Pl
See See St
Arcos Ave
Corkscrew Rd
Corkscrew Rd
850
Three Oaks Pkwy
Via Coconut Point
Coralee Ave
Estero Palm Way
Montevina Dr

Misc. Professional Services

EC 2022-29

STA No. 02

Project Name: Cypress Park Circle UEP

Consultant: Weston & Sampson

Jennifer Werner - werner.jennifer@wseinc.com

Village of Estero Contract No.: EC 2022-29

Village of Estero Account Number:

Brief Description: Provide design and permitting services for the Cypress Park Circle UEP

Total Fees: $311,650

The Consultant shall perform the services outlined in the attached Exhibit A – Scope of Services and Fees, under the terms and conditions outlined in the above referenced Village of Estero Contract No. EC2022-29.

Consultant: Weston & Sampson	Village of Estero
By:	By:
Name:	Name: Steve Sarkozy
Title:	Title: Village Manager
Date:	Date:

Attachments:
Exhibit A – Scope of Services and fees

EXIHIBIT A

1520 Royal Palm Square Blvd, Suite 260, Fort Myers, FL 33919
Tel: 239.437.4601

PROJECT UNDERSTANDING

Weston & Sampson is currently under a Misc. Professional Services Contract with the Village of Estero (Village). As part of this contract, the Village has requested a proposal for the conversion of private water and sewer services to public water and sewer services for the Cypress Park neighborhood as shown on the map below.



Cypress Park consists of an 11.3-acre neighborhood of single-family residences, mobile homes, and one motel located on Cypress Park Circle. The area is located on the north side of Corkscrew Road next to the Village at Country Creek. The residents in this area do not have public water or sewer services. According to Lee County Utilities, the existing water main to service this new area is located on the south side of Corkscrew Road. There is also an existing water main located to the east at The Villages of Country Creek entrance. In addition, GIS indicates there is an existing twelve-inch force main located on the north side of Corkscrew Road. Approximately 2,200 LF of gravity sanitary sewer and a new lift station and force main are anticipated to serve this area. Current roadway and drainage conditions will need to be addressed, as the roads are not paved and there are no public rights of way.

The area contains a mix of residential and commercially zoned properties. A vacant 1.46-acre commercial parcel located along Corkscrew Road to the west of the Cypress Park Circle and owned by QJR Properties LLC is not connected to central sewer, and a stub out has been assumed for this property.

The onsite connection to the existing homes or buildings will include abandoning septic tanks and installing water and sewer service lines for the improvements to the to the homes and businesses. Potential funding sources, including CDBG grants, for these connections will be explored.

This neighborhood has no public right of way. Individual landowner access will need to be provided in order to conduct topographic surveys, geotechnical evaluations, or any fieldwork required to prepare the study. Therefore, early public outreach is necessary. Once the preliminary design and construction cost estimate is complete, the Village will assess the ability to secure funding and grants for the project. The Village will need landowners to provide easements to construct the project. The ultimate goal of the project is to design the necessary sanitary sewer and potable water facilities, along with paving and drainage for the area. The water and sewer utilities will be dedicated to Lee County Utilities at project completion.

The anticipated tasks and steps necessary to complete this work are described in the Scope of Services below. ***It is acknowledged that each task outlined in the scope of services is dependent on the general consensus of the affected Landowners to progress the project. Therefore, the project may be suspended and/or resumed at any stage, at the direction of the Village.***

SCOPE OF SERVICES:

Upon written authorization to proceed, Weston & Sampson will immediately begin work which will include the following tasks.

Task 1: Project Kickoff and Information Review: Weston & Sampson shall meet with Village of Estero and Lee County Utilities staff to discuss the project and obtain record information regarding existing utilities within the project area. Following the meeting, Weston & Sampson shall perform an existing information review including but not limited to the following:

- Existing record mapping of the Cypress Park Circle neighborhood
- GIS and/or record mapping of existing utilities within the Corkscrew Rd including hydraulic models, and operating pressures of the water and wastewater system.
- Record information regarding private well and septic sewer locations from the local DOH.

Task 2: Conceptual Design: Weston & Sampson Provide shall preliminary design services for the replacement of the private water and sewer services with public water and sewer services for the Cypress Park neighborhood. The design will also include a pump station to connect to the existing Lee County Utilities force main along Corkscrew Road. Weston & Sampson will develop a conceptual utility plan and report to serve the Cypress Park Circle neighborhood. The report shall include the following:

- 30% conceptual plans, profiles, details, and cross sections as necessary to accurately represent the proposed water system, sanitary sewer collection system, sewer pump station, and drainage improvements. The plans will utilize the topographic surveys developed within Task 6 of this proposal, as well as geotechnical information obtained within Task 7 of this proposal.
- Preliminary hydraulic modeling for the potable water system, wastewater system, and stormwater systems, as appropriate
- A preliminary 30% opinion of probable construction cost estimate for the work. Costs for the possible paving and obtaining of the right of way easements will be included.
- Discussion of development of property assessments based on the estimated project costs and available grant funding.

The 30% plan set is anticipated to include the following sheets:

Sheet	*Sheet No(s).*
Cover & Index	1
General Notes/Key Map/Legend	2
Gravity Sewer, Water, and Stormwater Plan & Profile Sheets	3 - 6
Force Main Plan & Profile Sheets	7 - 8
Electrical Site Plan	9

Weston & Sampson shall submit one hard copy plus one PDF copy to the Village of Estero for review and attend one (1) review meeting with the Village of Estero to receive comments and discuss the report. After integrating the Village's comments, a final submittal will be provided that will include preliminary 30% construction plans and details, a Preliminary Engineering Report, and a preliminary 30% opinion of probable construction cost estimate.

Task 3: Final Design: Weston & Sampson and their Electrical Engineering Subconsultant will develop detailed design plans, technical specifications, and updated construction cost opinions at the 60%, 90% and final design stages. A review meeting with Village staff will be held at each submittal stage and each subsequent submittal will address the Village's review comments from the previous submittal stage.

The 60% plan set is anticipated to include the following sheets:

Sheet	*Sheet No(s).*
Cover & Index	1
General Notes/Key Map/Legend	2
Gravity Sewer, Water, and Stormwater Plan & Profile Sheets	3 - 6
Force Main Plan & Profile Sheets	7 - 8
Electrical Site Plan	9
Lift Station Detail Sheets	10-13
Stormwater and Water Detail Sheets	14

The 90% and final plan sets are anticipated to include the following sheets:

Sheet	*Sheet No(s).*
Cover & Index	1
General Notes/Key Map/Legend	2
Gravity Sewer, Water, and Stormwater Plan & Profile Sheets	3 - 6
Force Main Plan & Profile Sheets	7 - 8
Lift Station Detail Sheets	9 - 12
Civil Details Sheets	13 - 14
Electrical Site Plan	15
Electrical Details Sheets	16 - 18

Deliverables associated with this task will be two hard copies plus one PDF copy of each progress plan set, specifications, hydraulic models, and updated construction cost opinion.

Task 4: Public Outreach

Through the use of our subconsultant Cella Molnar (CM), our team will provide Public Outreach Services. Public involvement includes communicating to all tenants/property owners and interested persons, groups, government organizations, and Committees, information regarding the development of the project. This includes providing the Village with all Public Involvement documents (i.e., newsletters, property owner letters, etc.) associated with the following tasks for review and approval prior to printing and/or distribution.

Initial Public Outreach

- **Project Planning & Coordination with Project Team** - CM will meet initially with the Village and project team to strategize together on project planning with regards to the public and affected parties. Both will coordinate activities so that the Subconsultant can proactively notify the public.
- **Attend Design Progress Meetings –** CM will attend project progress meetings to obtain the most up-to-date information from the engineer on the status of the project.
- **Attend Coordination Meetings with Village of Estero –** CM will attend coordination meetings with Village of Estero staff/officials to obtain the most up-to-date information on the project.

Design-Level Public Involvement Activities

- **Prepare Mailing List Database:** CM will identify residents and businesses in the project area, permit and review agencies, property owners and tenants adjacent to, and other interested parties that may be designated by the Village and prepare a mailing database of all such entities. The database will be added to and/or updated on an as-needed basis.
- **Prepare Email Database:** CM will develop a comprehensive email database for all elected officials, agencies, property owners, tenants, and interested parties. The databases will be added to, and/or updated, on an as-needed basis.

- **Project Kick-Off Newsletter:** CM will prepare a project kick-off newsletter addressing frequently asked questions for distribution to elected officials, public officials, property and business owners, stakeholders, and other interested parties. The newsletters will be sent by CM.
- **Project PowerPoint Presentation:** CM will develop a project PowerPoint Presentation to be used for meetings, and they will assist with the PowerPoint Presentation.
- **Communicate & Coordinate Onsite Visits with Affected Parties:** CM will schedule and attend onsite meetings with property owners/tenants to discuss their concerns.
- **Advanced Notification:** CM will prepare a notification letter to elected officials/agencies, property owners, and interested parties.
- **Preparation of Press Release, Media/Media Interviews:** At the beginning of, and throughout, the project as needed, CM will provide press releases to media and assist with media interviews.

Design Public Meetings (3)

- **Secure Meeting Sites:** CM will coordinate with Village staff and investigate potential meeting sites to advise the Village on their suitability.
- **Newsletters (3):** CM will prepare newsletter for distribution to elected officials, public officials, property owners along the corridor, review committee members, and other interested parties. The newsletters will be sent by CM.
- **Prepare Press Release for Public Meetings:** CM will provide press releases to announce the public meeting.
- **Develop & Prepare Meeting Materials;** CM will prepare the necessary materials for use in public meeting including materials such as hand-outs, scripts or agenda for presentation, graphics for presentation (to be mounted on boards district specify), briefing and debriefing of CITY staff, displays of plans and report(s) for the public display, etc.
- **Attend, Setup and Breakdown at Public Information Meetings (3):** CM will schedule and attend three (3) public meetings, assisting with meeting setup and breakdown.
- **Technical Memorandum:** CM will also prepare a summary of the public meeting that includes all copies of all materials shown or provided at the public meeting. The summary will also include a listing of all written comments made during or after the meeting and responses to those written comments in the form of a meeting summary.

Public Inquiries

Respond & Record Requests/Concerns from the Public: At the beginning of the project, CM will establish a telephone hotline and shall maintain and record all calls throughout the project.

Project Website

Develop and Maintain Project Website: CM will prepare and maintain a project website to provide information on project events, construction progress maps, and status. CM will provide a page to respond to questions and solicit email for a list of interested stakeholders in order to provide progress and/or informational electronic mailings.

Task 5.1: Survey

Through the use of our subconsultant, T2 Utility Engineering Services (T2), we shall provide topographical and boundary survey services for all of the parcels within the Cypress Park Circle project area. The survey shall include the following:

- Establish horizontal project control. All horizontal survey data will be collected in the North American Datum of 1983, 2011 adjustment (NAD83 – 2011), Florida West Zone.
- Establish vertical project control. All vertical survey data will be collected in the North American Vertical Datum of 1988 (NAVD88) and tied to a published vertical control benchmark.
- Locate existing survey control for computation of the project boundary(s).
- Locate or set boundary corners if no existing corner is found.
- Locate visible, above ground improvements within five (5) feet of the overall project perimeter.
- Locate internal improvements to include buildings, roadways, fences, and above ground utilities.

Deliverables:
Provide a Boundary and Topographic Survey signed and sealed by a Professional Surveyor and Mapper licensed in the State of Florida including the following:

- Boundary and Topographic Survey for each of the 33 parcels within the subdivision and frontage of Corkscrew Road
- The Boundary Survey will include all above ground visible improvements including buildings, roadways, sidewalks, driveways, parking, drainage / sanitary structures, and above ground utilities.
- Topographic data will be provided as needed to define the existing surface of the project and extend 10 feet outside the property boundary.
- Provide digital CAD file and 3-D surface of the collected topographic data. The digital CAD file submitted will be a combined master file of all 33 parcels.

Basis and Assumptions:
Unless specifically stated otherwise in the Scope of Services, this proposal is conditioned on the following. Differences may result in necessary changes to the proposed scope and fee.

- Field data collection can occur within normal business hours between 8:00 a.m. and 5:00 p.m.
- No subsurface utilities will be located as part of this scope and fee.
- A Boundary survey will be provided for each lot within the project limits. For the purposes of this scope and fee it has been assumed there are 33 total parcels.
- No Mean High-Water Survey or procedures have been considered for this scope and fee.
- Well heads and sanitary cleanouts will be field located if clearly visible and above ground.

Task 5.2: Easement Descriptions
Since private property owners will need to agree to this project, our fee for the individual lot easement sketches and descriptions are developed as per-parcel unit prices. We anticipate 33 individual easement sketches and descriptions will be prepared by our survey subconsultant.

Task 6: Geotechnical Investigation
Through the use of our subconsultant, Ardaman & Associates, Inc. (Ardaman), we will provide preliminary geotechnical investigative services within the limits of the project area, based on homeowner permissions obtained. The geotechnical investigation will include subsurface borings to determine depth to groundwater and location of rock.

Ardaman will perform up to five (5) Standard Penetration Test (SPT) borings. It is anticipated that casing will be needed to maintain some of the boreholes open during the drilling operations, therefore the cost for casing has been included in this proposal. The potential soil boring locations are shown in Attachment A. The tasks will include the following:

Pre-Exploration:
Prior to beginning field operations, Ardaman will perform the following tasks:

- Review all available information.
- Develop a boring plan.
- Submit permit applications to the applicable permitting agencies.
- Layout the proposed test boring locations in the field.
- Submit utility tickets to Sunshine State One-Call in general accordance with Florida Statute 556.101-111 (Underground Facility Damage Prevention and Safety Act).
- Coordinate boring locations with utility companies for potential conflicts.

Field Exploration:
Subsurface soil exploration will consist of conducting five (5) Standard Penetration Test (SPT) borings. One (1) SPT bore will be drilled to a maximum depth of 40 feet for a potential lift station, and up to four (4) borings will be drilled to a maximum depth of 15 feet along the utility alignment for the proposed pipelines. Ardaman will also collect one (1) soil sample for Corrosivity testing.

The SPT bores will be drilled using a procedure consistent with the one outlined in ASTM D-1586. The borings will be sampled at 18-inch intervals to 10 feet deep and at 5-foot intervals thereafter. Each sample will be removed from the sampler in the field and then examined and visually classified by Ardaman. Water level observations will be made in the boreholes during the drilling operation. Representative portions will be sealed and packaged for transportation to Ardaman's laboratory for further analysis as required.

Ardaman will use a handheld Global Positioning System (GPS) device and aerial images to stake and conduct the borings, which is typically accurate to ± 20 feet, depending on field conditions.

Laboratory Analysis:
Routine laboratory visual classification will be performed along with specific classification tests deemed necessary (i.e., percent fines, Atterberg limits, and organic content tests). Additionally, Ardaman will perform a corrosion series test consisting of pH of Soil (FM 5-550), Minimum Resistivity of Soil (FM 5-551), Chloride in Soil (FM 5-552), and Sulfate in Soil (FM 5-553) test.

Geotechnical Engineering Report:
Engineering and technical support services will also be required to analyze the data and to prepare a geotechnical engineering report. This report will present the results of the findings and provide recommendations for site preparation and foundation design. The report will be digitally signed and sealed, and an electronic version will be provided in Adobe pdf format.

Prior to conducting any geotechnical field work, property owner approval will need to be obtained. Weston & Sampson shall assist the Village with property owner approvals as described in Task 10.

Task 7: Funding Assistance
Weston & Sampson will assist the Village with identification of potential funding sources, requirements, and application timing, including, but not limited to:

- SFWMD Alternative Water Supply (AWS) grant
- State Revolving Fund (SRF) loan
- CDBG Grants (private water & sewer connections)
- Legislative appropriations and other State and/or Federal grants
- Potential cost share with public and/or private entities

Weston & Sampson will prepare the required documentation for submittal and shall assist the Village with applications for grant and/or loan funds from the viable agencies.

Task 8: Permitting
Weston & Sampson shall work with Village to compile and submit the permit applications for the agencies listed below. Weston & Sampson shall also assist with the processing of the applications through the agencies.

a) FDEP Permit (Sanitary Sewer)
   i) Weston & Sampson shall prepare the permit application and supporting documentation for the FDEP construction permit.
      (1) The Village shall pay the permit fees directly.
      (2) Weston & Sampson shall prepare and submit written responses for up to two (2) FDEP RAIs.
b) DOH Permit (Water Main)
   i) Weston & Sampson shall prepare the permit application and supporting documentation for the DOH permit.
      (1) The Village shall pay the permit fees directly.
      (2) Weston & Sampson shall prepare and submit written responses for up to two (2) DOH RAIs.
c) Lee County LDO Permit
   i) Weston & Sampson shall prepare the permit application and supporting documentation for the Lee County Limited Review Development Order (LDO) permit.
      (1) The Village shall pay the permit fees directly.

(2) Weston & Sampson shall prepare and submit written responses for up to two (2) Lee County LDO RAIs.

d) Village of Estero LDO Permit
   i) Weston & Sampson shall prepare the permit application and supporting documentation for the Village of Estero Limited Review Development Order (LDO) permit.
      (1) The Village shall pay the permit fees directly.
      (2) Weston & Sampson shall prepare and submit written responses for up to two (2) Village LDO RAIs.

The LDO Permit requires multiple components. Below is a list of the submittal requirements along with whether we anticipate this being needed as part of the scope.

LDO Application Requirement	Included within Scope
Affidavit of Authorization	Yes
Owner, applicant, and developer information	Yes
Property information	Yes
General development information	Yes
Comprehensive Plan Consistency Statement	Yes
Additional Agents	Yes
Site Plan	Yes
Exotic Vegetation Removal Plan	N/A
Landscape Plan	N/A
Utility Plan	Yes
Exterior Lighting Plan	N/A
Drainage Plan	Yes
Traffic Impact Study	N/A
Protected Species Survey	Yes
Protected Species Habitat Management Plan	Yes
Opinion of Probable Construction Costs	Yes
Surety or Cash Performance Bond	N/A
Operation and Maintenance Covenants	N/A
Articles of Incorporation or Other Legal Documents for Assignment of Maintenance	N/A
Wireless Communications Facility-Shared Use Agreement	N/A
Port Authority (Tall Structures) Permit	N/A
Legal Description and Sketch to Accompany Legal Description	Yes
Boundary Survey	Yes
Title Certification	N/A

Task 9.1: Protected Species Survey

Through the use of our subconsultant, a protected species survey shall be prepared to support the Village LDO application. A protected species survey is required to accompany all applications which are greater than 10 acres in size or contain 2 or more acres of impervious area and where the Florida Land Use, Cover and Forms Classification System codes for the property indicate a possible presence of species listed in LDC Appendix G, Protected Species list (LDC Section 7-201.C.2.). The survey will be prepared by using survey methods which are set forth in the administrative code in Chapter 4 of the Administrative Manual. The survey will include Village of Estero listed species presence (sightings, signs, tracks, trails, nests, evidence of feeding, etc.), population estimates and occupied habitat boundaries. A map and narrative will be developed to describe the methodology

as applied and the findings. The mapped information will be at the same scale as the development order or zoning application plans and an aerial map at a scale of one inch is less than or equal to 400 feet.

Task 9.2: Protected Species Habitat Management Plan
Based on the results of the Protected Species Survey, a Protected Species Habitat Management Plan, per species identified, may be required. If it is required, a management plan for protected species habitat shall be prepared, as required LDC Section 7-201.C.2. Since the scope and need for this plan(s) is unknown, we recommend allocating an allowance of up to 250 staff hours for Village budgetary purposes.

Task 10: Bidding
Weston & Sampson shall compile the Civil, Electrical, and Structural plans and specifications into one bid package. Weston & Sampson shall assist the Village to solicit bids from contractors. Deliverables associated with this task will be one PDF copy of the final Bid plans and specifications.

Weston & Sampson shall schedule and chair the pre-bid meeting for the project. Deliverables associated with this task will be one PDF copy of the pre-bid meeting minutes.

Weston & Sampson and the ENGINEER's subconsultants shall prepare up to three (3) addenda to answer questions from the bidders and to clarify the design intent, if necessary. Deliverables associated with this task will be one PDF copy of each addendum issued.

Weston & Sampson shall attend the bid opening and shall prepare a tabulation of the bids received. Weston & Sampson shall evaluate the bids received and make a written recommendation for a contract award to the Village. Deliverables associated with this task consist of one PDF copy of each bid received, one PDF copy of the bid tabulation, and one hard copy of the written recommendation letter.

Weston & Sampson shall prepare the contract agreements, notice of award, and notice to proceed for signatures by the Village and the selected Contractor. Deliverables associated with this task consist of three hard copies of the contract documents.

Task 11: Property Acquisition Support
Weston & Sampson shall assist the Village in establishing the easement limits and prepare the sketch & legal descriptions for the easements. We will work with the Village's attorney to put on the Village's form for recording the easements. Our staff will be available to attend preliminary meetings with the landowners to determine the size/width of the utility easements. Our staff will assist the Village with establishing a reasonable cost for the easement if it is not given for free. If a parcel needs to be acquired for the lift station, Weston & Sampson will identify a few parcels that could support the infrastructure needs and then work with Village staff to contact the landowners. Our search can include parcels that are currently available for sale, and evaluate them to see if each one could logistically work for the specific need. Due to the unknown variables for this task, we have allocated up to 80 staff hours of assistance to the Village for budgeting purposes, in addition to development of easement descriptions and sketches.

ASSUMPTIONS
Weston & Sampson has based this scope of services on the following understanding and assumptions:

- The subject site is accessible for truck-mounted drilling equipment.
- *Weston & Sampson shall provide a proposal for construction phase services of the proposed upgrades, submitted under a separate cover.*
- *It is acknowledged that each task outlined in the scope of services is dependent on the general consensus of the affected Landowners to progress the project. Therefore, the project may be suspended and/or resumed at any stage by the direction of the Village.*

FEE SCHEDULE:
The proposed fees below include all labor, equipment, materials, and expenses required to complete the scope of work as outlined above. Our proposed fees are summarized in the tables below.

Project Task	NTE Fee
Task 1: Project Kickoff and Information Review	$6,400
Task 2: Conceptual Design	$24,000
Task 3: Final Design	$65,400
Task 4: Public Outreach	$56,600
Task 5.1: Survey (Boundary and Topo, 33 lots and Corkscrew Road) ($1,670/ lot)	$56,780
Task 5.2: Easement Descriptions – 33 Individual Easement Descriptions ($740/lot)	$24,420
Task 6: Geotechnical Investigation	$15,700
Task 7: Funding Assistance	$4,200
Task 8: Permitting	$10,300
Task 9.1: Protected Species Survey	$9,900
Taks 9.2: Protected Species Habitat Management Plan	$14,800
Task 10: Bidding	$11,800
Task 11: Property Acquisition Support	$11,350
TOTAL T&M NTE FEE	$311,650

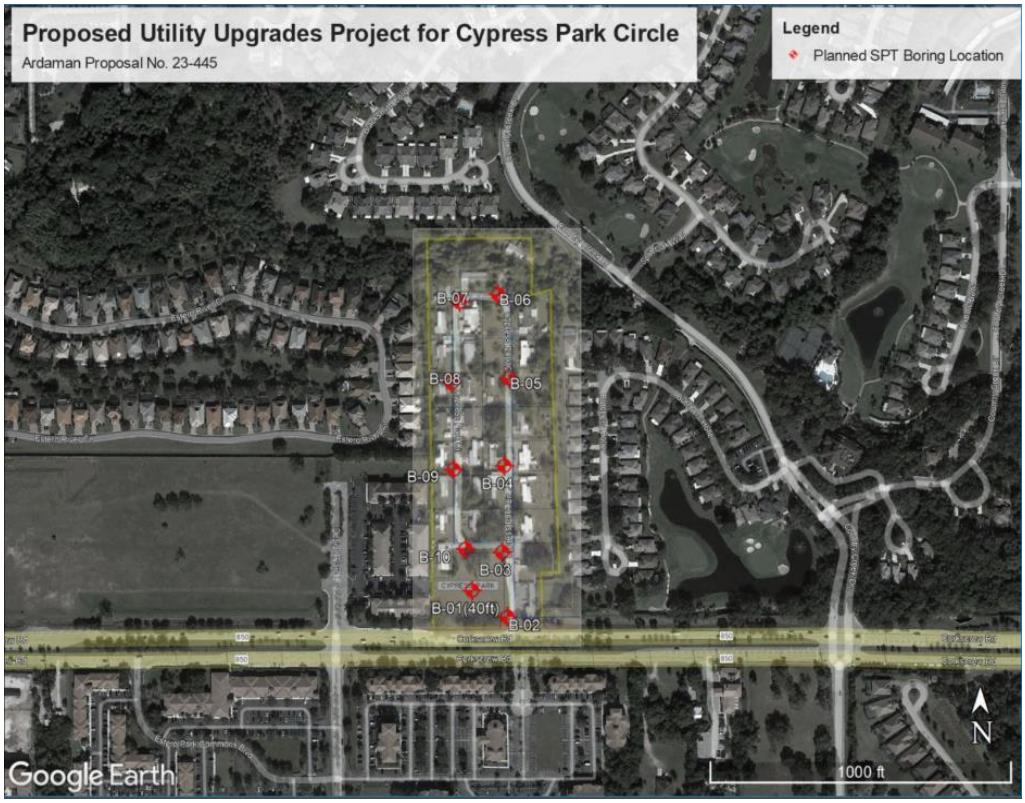
PAYMENT:
Weston & Sampson understands the following:

- All tasks will be NTE.
- Project compensation will be invoiced on an hourly rate basis per our approved May 2022-May 2025 rate schedule.
- All expenses, including reproduction costs are included in the estimated fee provided above.
- Subconsultants shall be invoiced per our approved May 2022-May 2025 rate schedule.
- Additional expenses beyond the estimated not-to-exceed will not be billed to the Village without prior written authorization.

PROJECT SCHEDULE:
Weston & Sampson is prepared to proceed with work immediately upon execution of an agreement and receipt of written notice to proceed. Attachment B contains the anticipated project schedule.

GENERAL TERMS & CONDITIONS
The previously approved Terms & Conditions under our current Miscellaneous Professional Services Agreement shall also apply to this work assignment.

Attachment A
Potential Soil Boring Locations



*Five borings proposed are in the vicinity of B-01, B-02, B-04, B-08, & B-06.

Attachment B
Anticipated Project Schedule

TASK	Months after NTP											
			3			6			9			12
Coordination												
Project Kickoff and Information Review												
Public Stakeholder Meetings/Coordination												
Village Staff Mngs./LCU Mtng./Coordination												
Design Tasks												
Topographic Survey												
Geotechnical Investigation												
30% Preliminary Plans, Report, EOPCC												
60% Plans, Specs, EOPCC, Report												
Electrical Engineering												
Stormwater and Drainage Plans												
Paving, Signing, Pavement Marking Plans												
90% Plans, Specs, EOPCC, Report												
Final Plans, Specs, EOPCC, Report												
QA/QC Review												
Funding Assistance												
Identify Sources, Requirements, Timing, Etc.												
Prepare Funding Docs, Assist Village with Apps.												
Permitting												
Prepare Permit Apps. & Assist with Processing												
Protected Species Survey												
Property Acquisition Support												
Prepare Easement Descriptions and Sketches												
Bidding												

CN No.: CN 2023-01

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.:_____

Project Name:_____

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_____

Company Name:_____

Date:_____

CN No.: CN 2023-01

NAMES & ADDRESSES OF OWNERS

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

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 21, 2023

Agenda Item:

8801 Corkscrew Road Structure Demolition – RFB 2023-04

Motion to approve award of Request for Bids No. RFB 2023-04, 8801 Corkscrew Road Structure Demolition to Southwest Builders Inc. to demolish the structure located at 8801 Corkscrew Road at a grand total cost of $106,890.

Also approve a contingency fund amount of $10,689 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur.

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

Background:

In August 2022, Archeological Consultant, Inc. completed a Cultural Resource Assessment that included the subject property. The assessment included the following findings for the residence at 8801 Corkscrew Road

- Has been significantly altered, lacks sufficient architectural features, and is not a significant embodiment of a type, period, or method of construction.
- Background research did not reveal any historic association with significant persons and/or events.
- The structure does not appear eligible for listing in the NRHP, either individually or as part of a historic district.

Hurricane Ian flooded the structure and took out power to the property.

Description:

The Village of Estero requested bids to demolish the structure located at 8801 Corkscrew Road. Bids were received on June 14, 2023.

The Village received one (1) bid, from Southwest Builders Inc. The Southwest Builders Inc. bid of $106,890 was determined to be both responsive and reasonable.

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

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

Action Requested:

Motion to approve award of Request for Bids No. RFB 2023-04, 8801 Corkscrew Road Structure Demolition to Southwest Builders Inc. to demolish the structure located at 8801 Corkscrew Road at a grand total cost of $106,890.

Also approve a contingency fund amount of $10,689 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur.

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

Process and Timeline:

Per the bid documents and contract the contractor must start demolition within 30 days of the Notice to Proceed (executed contract) and complete the structure demolition within 45 days of the start of demolition.

Financial Impact:

The financial impact of the proposed project is $117,579. This includes the contract amount plus a 10% contingency.

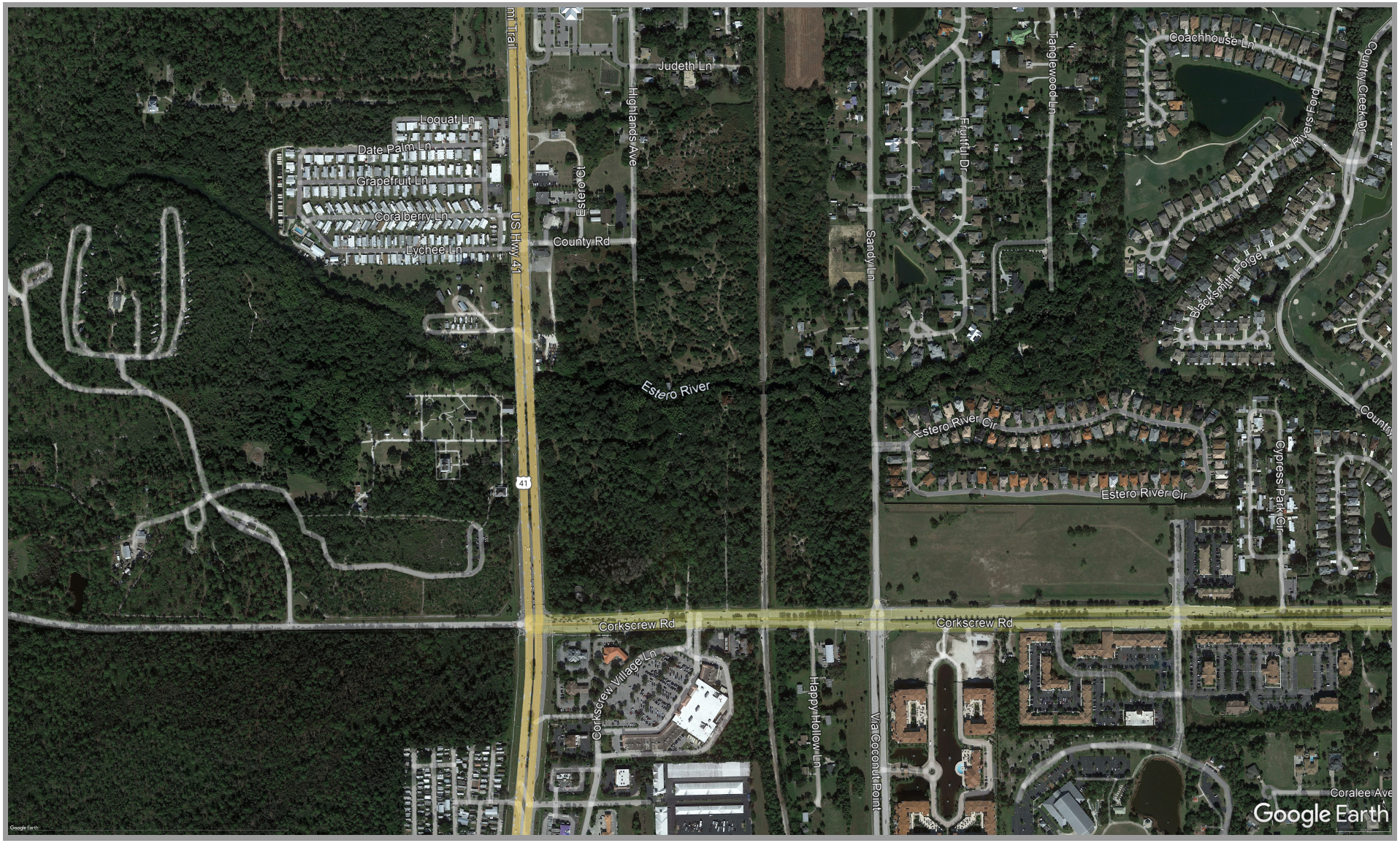
Funds are currently available within the Village's Fiscal Year 2022/2023 budget for the Estero on the River Improvements Project. The Fiscal Year 2022/2023 budget is $2,250,000.

Prepared by: David Willems, P.E.

Attachments:

1. Location Map

2. Bid from Southwest Builders, Inc.
3. Contract with Southwest Builders, Inc.
4. Vendor Disclosure Form
5. Cultural Resource Assessment
6. Resolution No. 2023-02


Loquat Ln
Date Palm Ln
Grapefruit Ln
Coralberry Ln
Lychee Ln
US Hwy 41
Estero Pl
County Rd
Judeth Ln
Highlands Ave
Sandy Ln
Tanglewood Ln
Fruitful Dr
Coachhouse Ln
Rivers Ford
Country Creek Dr
Blacksmith Forge
Estero River
Estero River Cir
Cypress Park Cir
Corkscrew Rd
Corkscrew Village Ln
Happy Hollow Ln
Via Coconut Point
Coralee Ave
Google Earth

Bid No.: RFB 2023-04

VILLAGE OF ESTERO, FLORIDA
PROPOSAL QUOTE FORM
FOR
8801 CORKSCREW ROAD STRUCTURE DEMOLITION

DATE SUBMITTED: 6/7/2023

VENDOR NAME: Southwest Builders 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

SALVAGED ITEMS	$ 48,650.00
STRUCTURE DEMOLITION	$ 58,240.00
GRAND TOTAL	$ 106,890.00 **(BASIS OF AWARD)**

NOTE: PLEASE INCLUDE THE SALVAGE BID TABLE WITH YOUR BID RESPONSE.

NOTE: ALL WORK IS TO BE CONDUCTED IN ACCORDANCE WITH THE DETAILED AND TECHNICAL SPECIFICATIONS INCLUDED HEREIN.

NOTE: AN ASBESTOS SURVEY HAS BEEN COMPLETED FOR THE BUILDING. THE ASBESTOS FOUND DURING THIS SURVEY WILL BE REMOVED BY THE VILLAGE'S CONSULTANT PRIOR TO THE START OF THIS DEMOLITION PROJECT. A COPY OF THIS SURVEY HAS BEEN ATTACHED TO THIS BID FOR REFERNECE.

HOWEVER, SHOULD ASBESTOS, ETC. BE DISCOVERED, ITS MITIGATION – AND THE COST OF SAME – SHALL BE ADDRESSED ON A CASE-BY-CASE BASIS. DO NOT INCLUDE THE COST OF POTENTIAL ASBESTOS REMOVAL (OR THAT OF ANY OTHER HAZARDOUS MATERIAL) IN THE COST BID TO DEMOLISH THE STRUCTURE.

TO BE STARTED WITHIN 30 CALENDAR DAYS AFTER RECEIPT OF NOTICE TO PROCEED AND COMPLETED WITHIN 45 CALENDAR DAYS OF START.

Bid No.: RFB 2023-04

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

Are there any modifications to the bid or specifications:

YES_____ NO__X__

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

MODIFICATIONS:

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 Southwest Builders Inc.

BY (Printed): Maureen A. Tafelmeier

BY (Signature): Maureen A Tafelmeier

TITLE: President

FEDERAL ID # OR S.S.# 59-2816040

ADDRESS: 11997 Princess Grace Ct.

Cape Coral, FL 33991

PHONE NO.: 239-673-9288

FAX NO.: 239-673-9274

CELLULAR PHONE NO.: _____

E-MAIL ADDRESS: office@Southwestbilderscorp.com

Bid No.: RFB 2023-04

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: RFB 2023-04

Project Name: 8801 Corkscrew Road Structure Demolition

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: Maureen A Tafelice
Vendor

Printed Name Maureen A. Tafelice

Company Name Southwest Builders Inc.

Date: 6/7/2023

Bid No.: RFB 2023-04

NAMES & ADDRESSES OF OWNERS

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

Maureen A. Jafelicel
11997 Princess Grace Ct.
Cape Coral, FL 33991

Sharon Thornton
5150 Jackson Rd
Fort Myers, FL 33905

Bid No.: RFB 2023-04

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: RFB 2023-04 PROJECT NAME: 8801 Corkscrew Road Structure Demolition

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: Southwest Builders Inc.

Maureen Fafeliece President 6/6/2023
Signature Title Date

STATE OF FL
COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 6 day of June 20 23, by Maureen Fafeliece who has produced
(Print or Type Name)
Known to me as identification.
(Type of Identification and Number)

Stephen Chapman
Notary Public Signature

STEPHEN R CHAPMAN
Notary Public - State of Florida
Commission # HH 078835
My Comm. Expires Feb 5, 2025
Bonded through National Notary Assn.

Printed Name of Notary Public

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.

Bid No.: RFB 2023-04

PUBLIC ENTITY CRIME FORM

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

1. This sworn statement is submitted to Village of Estero
(*Print name of the public entity*)

by Maureen A. Iafelice, President
(*Print individual's name and title*)

for Southwest Builders Inc.
(*Print name of entity submitting sworn statement*)

whose business address is 11997 Princess Grace Ct. Cape Coral, FL 33991

(If applicable) its Federal Employer Identification Number (FEIN) is 59-2816040

(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 Unites 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.*)

Bid No.: RFB 2023-04

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.

Maureen Ieteliece
(Signature)

6/6/2023
(Date)

STATE OF FL
COUNTY OF Lee

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Maureen Ieteliece
(Name of individual signing)
who, after first being sworn by me, affixed his/her signature in the space provided above on this 6 day of June, 2023.

Stephen Chapman
(NOTARY PUBLIC)

My Commission Expires: _____

STEPHEN R CHAPMAN
Notary Public - State of Florida
Commission # HH 078835
My Comm. Expires Feb 5, 2025
Bonded through National Notary Assn.

Bid No.: RFB 2023-04

Scrutinized Companies Certification

1. This sworn statement is submitted with a bid, proposal, contract, or contract renewal RFB 2023-04 ___, for 8801 Corkscrew Road Structure Demolition
number] **[Project name]** **Project or contract**

2. This sworn statement is submitted by Southwest Builders Inc. whose
[Name of entity submitting sworn statement]
business address is 11997 Princess Grace Ct. Cape Coral, FL 33991.

3. Federal Employer Identification Number (FEIN) is 59-2816040 (or if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

4. My name is Maureen A. Iafelice and my relationship to the above is:
[Please print name of individual signing]
President.

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

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

[X] 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)

[X] 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)

[X] 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)

[X] The entity submitting this sworn statement does not have business operations in Cuba or Syria.

[ ] The entity submitting this sworn statement does have business operations in Cuba or Syria.

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

Bid No.: RFB 2023-04

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.

Maureen A. Iafeliece
AFFIANT

Maureen A. Iafeliece
Typed Name of AFFIANT

President
Title

STATE OF FL COUNTY OF Lee

The foregoing instrument was executed before me this 6 day of June, 2023, by Maureen Iafeliece as president of Swith west Builders, 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.

STEPHEN R CHAPMAN
Notary Public - State of Florida
Commission # HH 078835
My Comm. Expires Feb 5, 2025
Bonded through National Notary Assn.

(stamp)

Stph Chapm
NOTARY PUBLIC, State of FL

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

THORNTON, SHARON LYNN

SOUTHWEST BUILDERS INC
11997 PRINCESS GRACE COURT
CAPE CORAL FL 33991

LICENSE NUMBER: CBC037905

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/6/2023

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	CONTACT NAME: Certificate Department
Five County Insurance Agency Inc 14120 Metropolis Ave Fort Myers FL 33912	PHONE (A/C, No, Ext): 239-939-1400 FAX (A/C, No): 239-939-3813 E-MAIL ADDRESS: certs@fivecountyinsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Southwest Builders Inc SOUTH17 11997 Princess Grace Ct Cape Coral FL 33991	INSURER A : FCCI Insurance Company	10178
	INSURER B : James River Insurance Co.	12203
	INSURER C : Bridgefield Casualty Insurance	10335
	INSURER D : Westchester Surplus Lines	10172
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 505772581 **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	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y		001134722	2/28/2023	2/28/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA10007578301	2/28/2023	2/28/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			001278851	2/28/2023	2/28/2024	EACH OCCURRENCE AGGREGATE $	$ 3,000,000 $ 3,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		19648300	3/20/2023	3/20/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A D	EQUIPMENT FLOATER CONTRACTORS POLLUTION			CM100075784 G71473284005	2/28/2023 2/28/2023	2/28/2024 2/28/2024	LIMIT: LIMIT	150,000 2,000,000

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

The Village of Estero, Florida, its agents, employees, and public officials are named as an additional insured when required per written contractual agreement on a primary & non-contributory basis including ongoing and completed operations with respects to General Liability.

CERTIFICATE HOLDER

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

CANCELLATION

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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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 Southwest Builders Inc. ("Bidder") whose address is 11997 Princess Grace Ct., Cape Coral, FL 33991, as follows:

WITNESSETH

WHEREAS, the Village has determined that the demolition of a structure located at 8801 Corkscrew Road is required; and

WHEREAS, this demolition work has been competitively solicited through Request for Bids RFB 2023-04 ("RFB") in accordance with the Village's procurement regulations; and

WHEREAS, the Bidder submitted its Bid in response to the RFB, and the Village determined that Bidder met the Village's minimum qualifications and Bidder's bid was the lowest responsive bid received; and

WHEREAS, the Parties subsequently negotiated the terms of this Agreement.

NOW, THEREFORE, the Village and the Bidder, 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 RFB.
c. The RFB, including all attachments thereto.
d. The Bidder's Bid.

1.2 In the event of any conflict between the Contract Documents, the document earlier listed above shall prevail over any later listed document. In the event of any conflict between a term of this Agreement and any Exhibit or Attachment thereto, the term in the Agreement shall prevail over the Exhibit or Attachment.

ARTICLE 2.
SCOPE OF SERVICES

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

2.2. Bidder agrees to provide its services and materials in the times allowed for performance contained in the Scope of Services. The Bidder will make no claims for

additional compensation or damages owing to suspensions, delays, or hindrances which arise during the performance of this Agreement. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the Village may decide. However, such extension will not operate as a waiver of any other rights of the Village.

ARTICLE 3.
COMPENSATION AND PAYMENT OF BIDDER'S SERVICES

3.1. Village will pay Bidder for the services provided and related services performed by Bidder.

3.2. Payment for services rendered by Bidder will be made on a Lump Sum basis. Services performed will be subject to review and approval by the Village Manager or his or her designee.

3.3. Bidder must submit all billings for payment of services provided and associated services rendered to the Village Finance Department (please email all billing invoices to: accountspayable@estero-fl.gov) for processing.

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

3.5. Village will pay Bidder's billing(s) and will follow the dispute resolution procedures set forth in Florida Statutes 218.70 through 218.80, the Local Government Prompt Payment Act. Bidder 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 Bidder that funding for any successive fiscal years may be contingent upon appropriation of monies by the Village Council or other entities. In the event that funds are not available or appropriated, the Village reserves the right to terminate the Agreement without penalty or liability. Termination will occur (1) upon notice to the Bidder or automatically (2) on the last day of the then current fiscal year or (3) when the appropriation made for the then-current year or specific appropriation for the services covered by this Agreement is spent, whichever event occurs first.

ARTICLE 4.
BIDDER'S RESPONSIBILITIES

4.1. Bidder will perform or furnish the product 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 product and 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 Bidder, in writing, to be possessed by Bidder, all in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted standards of professional consulting practice and with the laws, statutes, ordinances, codes, rules and regulations governing Bidder's profession. Only to the extent this Agreement expressly allows subcontracting, any subcontract issued by the Bidder related to the provision of the Scope

of Services shall ensure the subcontractor will perform pursuant to these same standards of care.

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

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

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

4.5. Risk of Loss: To the extent this Agreement contemplates the Bidder's delivery of equipment, parts, or any other physical commodity, Bidder shall bear the risk of loss FOB delivery destination.

ARTICLE 5.
OWNERSHIP AND USE OF DOCUMENTS

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

5.2. Bidder agrees that any software, computer systems and databases used for providing the documents necessary to this Agreement will be compatible with existing

Village software and systems. It is anticipated that any software utilized will be run on windows based PC's and will consist of Microsoft Office 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 Bidder.

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

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

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

6.5 Delivery of Commodities. To the extent this Agreement contemplates the Bidder's delivery of equipment, parts, or any other physical commodity, the Village shall provide Bidder with the date(s), time(s) and location(s) where such equipment, parts or commodities shall be delivered, and shall ensure that an authorized Village agent is present to receive and inspect the delivered equipment, parts or commodities.

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 until terminated in accordance herewith, or until all Parties have performed all of their duties under the Agreement such that the Agreement has ceased being executory. Notwithstanding the termination or expiration of the Agreement, any warranties set forth herein, and any duties to indemnify the Village, shall remain in effect.

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 Bidder must cease work and will deliver to the Village all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the Bidder in connection with its services. The Village will, upon receipt of the aforementioned documents, pay any undisputed invoices of the Bidder.

ARTICLE 8.
NOTICES

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

Bidder: Southwest Builders 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 Bidder without the prior written consent of the Village. Further, no portion of the Scope of Services may be performed by subcontractors or without the express prior written approval by the Village Manager or designee. In the event the Village authorizes subcontracting, Bidder shall remain fully responsible and liable for all such subcontracted work, and Bidder 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 Bidder 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 Bidder and supersedes all prior negotiations, representations or agreements, either written or oral.

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

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

10.4. This is a nonexclusive contract. The Village has the right to enter 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 the interpretation or performance of this Agreement, venue for such litigation shall lie exclusively in Lee County, Florida.

ARTICLE 12.
INDEPENDENT CONTRACTOR STATUS

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

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

ARTICLE 13.
AUDIT AND RECORDS REQUIREMENTS

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

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

13.3. Public Records Act Compliance. The Bidder 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 Bidder 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 Bidder 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 Bidder or keep and maintain public records required by the Village to perform the service. If the Bidder transfers all public records to the Village upon completion of the Agreement, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Bidder 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 Bidder 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 Bidder 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. Bidder will pay on behalf of or indemnify and hold harmless the Village, its officials, officers, employees, agents and volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, including 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 Bidder or Bidder's officers, employees, agents, servants, volunteers or subcontractors, if any, related to the Bidder's performance or failure to perform under the terms of this Agreement.

14.2 Bidder 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. Bidder 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 Bidder's employment of unauthorized aliens is a violation of 274(e) of the Federal Immigration and Employment Act. The Bidder 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), Bidder shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Bidder's contract with the Village cannot be renewed unless, at the time of renewal, Bidder certifies in writing to the Village that it has registered with and uses the E-Verify system. If Bidder enters into a contract with a subcontractor to perform Services under this Agreement, the subcontractor must provide the Bidder with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Bidder shall maintain a copy of such affidavit for the duration of the contract. If Bidder 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) Bidder shall terminate the contract with the subcontractor. If the Village develops a good faith belief that Bidder 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 Bidder has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Bidder will ensure that the offender's or predator's work on the project is consistent with the terms of their probation and registry requirements.

15.3. The Bidder will incorporate the terms of this section into all contracts with any authorized subcontractors.

ARTICLE 16.
NO CONTINGENT FEES

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

ARTICLE 17.
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 Bidder shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Bidder's officers, employees, agents, or subcontractors, or the delivery of the Bidder'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 Bidder. 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 Bidder is not eligible to enter, or renew, this Agreement if:

(i) The Bidder 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 Bidder engages in business operations in Cuba or Syria; or

(iii) The Bidder 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 Bidder 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 Bidder acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Bidder 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 Bidder 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 Bidder has submitted a false certification or that Bidder 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 Bidder, pursuant to Florida Statutes 287.135. In addition, the Village may pursue any and all other legal remedies against the Bidder.

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

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

Southwest Builders Inc.	VILLAGE OF ESTERO
_____	_____
	Steve Sarkozy, Village Manager

Exhibit List:
Exhibit A – Scope of Services
Exhibit B – Pricing Proposal
Exhibit C – Insurance Requirements

EXHIBIT A

8801 CORKSCREW ROAD STRUCTURE DEMOLITION

STATEMENT OF WORK

A. PROJECT OVERVIEW

To provide the services necessary to demolish a structure within the Village of Estero, Florida; specifically, the structure located on Village-Owned property – address: 8801 Corkscrew Road, Estero, FL. Work consists of providing all labor, materials, equipment, permits, inspections, and incidentals necessary to perform the work.

B. SCOPE OF SERVICES

The address of the subject property is: 8801 Corkscrew Road, Estero, FL. The project includes the work required to demolish the structure and remove/dispose of all materials offsite to an appropriate disposal site in accordance with local, state, and federal regulations. The demolition services desired also include, but are not limited to, the provision of technical guidance and advice, preparation of reports and project management, and on-site representation during demolition and clean-up in accordance with the terms of this contract and RFB 2023-04.

The Salvage Items described within the bid package have been identified by the Estero Historical Society as items that should be removed prior to structure demolition. Each of these items shall be removed from the structure and placed in the Barn/Garage. A Village of Estero representative shall be present when these items are being removed from the structure. Each item will be tagged by the Historical Society prior to the start of demolition. It will be the responsibility of the awarded contractor to ensure that these items are removed, intact, from the site before any demolition work occurs.

C. SCHEDULE

To be started within 30 calendar days after receipt of Notice to Proceed and completed within 45 calendar days of start.

D. COMPENSATION

Per the Grand Total Cost quoted in RFB 2023-04 (see Exhibit B).

EXHIBIT B

PRICING PROPOSAL

Per pricing submitted in response to RFB 2023-04 – Grand Total Cost: $106,890

EXHIBIT C

INSURANCE REQUIREMENTS

As per attached.

VILLAGE OF ESTERO, FLORIDA

STANDARD INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Village Manager or designee for review and approval. The certificate shall provide for the following:

   a. The certificate holder shall read as follows:
      The Village of Estero, Florida
      9401 Corkscrew Palms Circle
      Estero, Florida 33928
   b. "*The Village of Estero, Florida, its agents, employees, and public officials"* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

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

Bid No.: RFB 2023-04

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: RFB 2023-04

Project Name: 8801 Corkscrew Road Structure Demolition

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: Maureen A. Lafelice
Vendor

Printed Name Maureen A. Lafelice

Company Name Southwest Builders Inc.

Date: 6/7/2023

Bid No.: RFB 2023-04

NAMES & ADDRESSES OF OWNERS

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

Maureen A. Iafelice
11997 Princess Grace Ct.
Cape Coral, FL 33991

Sharon Thornton
5150 Jackson Rd
Fort Myers, FL 33905

CULTURAL RESOURCE ASSESSMENT SURVEY ADDENDUM
± 50-ACRE PORTION OF ESTERO ON THE RIVER
LEE COUNTY, FLORIDA

Prepared for:

Village of Estero
9401 Corkscrew Palms Circle
Estero, Florida 33928

Prepared by:

Florida's First Choice in Cultural Resource Management

Archaeological Consultants, Inc.
8110 Blaikie Court, Suite A
Sarasota, Florida 34240
(941) 379-6206

August 2022

CULTURAL RESOURCE ASSESSMENT SURVEY ADDENDUM
± 50-ACRE PORTION OF ESTERO ON THE RIVER
LEE COUNTY, FLORIDA

Prepared for:

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Prepared by:

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8110 Blaikie Court, Suite A
Sarasota, Florida 34240

Maranda Kles -Project Manager
Elizabeth A. Horvath – Project Archaeologist
Kimberly Irby – Project Architectural Historian
Savannah Young – Architectural Historian

August 2022

TABLE OF CONTENTS

1.0 INTRODUCTION 1
2.0 ENVIRONMENTAL SETTING 4
3.0 HISTORIC OVERVIEW 7
4.0 BACKGROUND RESEARCH AND CONSIDERATIONS 10
5.0 STUDY METHODS 14
6.0 SURVEY RESULTS 15
7.0 CONCLUSIONS 22
8.0 BIBLIOGRAPHY 23

APPENDICES
Appendix A: Lee County Resolution
Appendix B: Happehatchee Center (Girl Scout House) Designation Report
Appendix C: Florida Master Site File Forms
Appendix D: Demolished Building Letter
Appendix E: Survey Log

Figures

Figure 1. Location of the APE, Lee County. 2
Figure 2. Boundary of the previous 2005 survey and current survey boundary APE. The area labeled "Preserve" was not surveyed in 2005 but is included in this survey. 3
Figure 3. Environmental setting of the APE. 6
Figure 4. Soil types within the APE. 7
Figure 5. 1944 and 1958 setting of the APE. 9
Figure 6. Previously recorded cultural resources within and in close proximity to the APE. 12
Figure 7. Approximate location of shovel tests and cultural resources within the APE. 16

Tables

Table 1. Previously recorded archaeological resources within the APE and in close proximity. 10
Table 2. Previously recorded historic resources within the APE. 11
Table 3. Buildings designated for movement, 2005 Plan. 23

Photos

Photo 1. Natural vegetation within the APE. 4
Photo 2. Exotic vegetation within the APE. 5
Photo 3. Overgrown area with native and invasive species in northern portion of APE. 5
Photo 4. Grassy open area in northwest portion of APE. 5
Photo 5. Shovel test south of the river terminating at limestone 17
Photo 6. Shovel test south of the river terminating at water. 17
Photo 7. Shovel test in northeast region of the APE. 17
Photo 8. 20721 Highlands Avenue (8LL02359), looking east. 18
Photo 9. 8801 Corkscrew Road/River House (8LL01081), looking north. 19
Photo 10. 8801 Corkscrew Road (Outbuilding) (8LL02941), looking northeast. 20
Photo 11. Happehatchee Center/Girl Scout House (8LL02622), looking southwest. 21

1.0 INTRODUCTION

Archaeological Consultants, Inc. (ACI) prepared a Cultural Resource Assessment Survey (CRAS) Addendum on behalf of the Village of Estero to update the survey of a ± 50-acre area in consideration of a previous request for a Historic Preservation Plan by the Board of Commissioners of Lee County (Resolution Number Z-07-021- Board of Commissioners of Lee County (page 8) **Appendix A**) (**Figure 1**).

In 2005, ACI conducted a CRAS of the ± 85-acre *Estero on the River Property* (Survey No. 22678) for a private developer. That survey covered a larger area (**Figure 2**), and only the results of the survey related to the current boundaries are presented in this report. In 2005 ACI excavated 35 shovel tests within the current boundaries, all of which were negative. However, an approximately 15-acre portion south of the river was not surveyed in 2005, as the eastern portion was to be a preserve and the western portion, containing the Happehatchee Center, was excluded from private development at that time. The historic results from the 2005 survey documented five historic resources within the current boundaries. These include the River House (8LL01081), the Alvarez Packinghouse (8LL01088), the John Hall House (also called the Collier Residence) (8LL01090), the Estero Creek School (8LL01091), and 20721 Highlands Avenue (also called the Smith/Alvarez residence) (8LL02359). None of the buildings have been evaluated by the State Historic Preservation Officer (SHPO). As a result of the 2005 survey, a Historic Preservation plan was initiated with the Lee County Historic Preservation Board/Board of Commissioners, which included preserving or relocating certain structures. Additional aspects of the plan were to be finalized in the future.

Since that time the Village of Estero was incorporated and took possession of much of the property included in the 2005 survey as well as he Happehatchee Center parcel. Thus, the purpose of the 2022 survey is to update the previous survey, locate, identify and evaluate any cultural resources within the project Area of Potential Effects (APE) in terms of eligibility for listing in the National Register of Historic Places (NRHP). This effort will include the recording and evaluating historic resources that were not 50 years of age in 2005 and Florida Master Site File forms will be updated, as needed for previously recorded structures. Additional archaeological testing will also be conducted. This archaeological and historical field surveys were completed in July 2022.

All work was carried out in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended, and its implementing regulations in 36 CFR Part 800: Protection of Historic Properties, and in conformity with the standards contained in the Florida Division of Historical Resources' (FDHR) *Cultural Resource Management Standards and Operational Manual* (FDHR 2003). The resulting survey and report meet specifications in Chapter 1A-46, Florida Administrative Code (FAC), and complies with Chapters 267 and 373, Florida Statutes (FS), as well as Florida's Coastal Management Program. Principal Investigators meet the *Secretary of the Interior's Historic Preservation Professional Qualification Standards* (48 FR 44716) for archaeology, history, architecture, architectural history, or historic architecture.

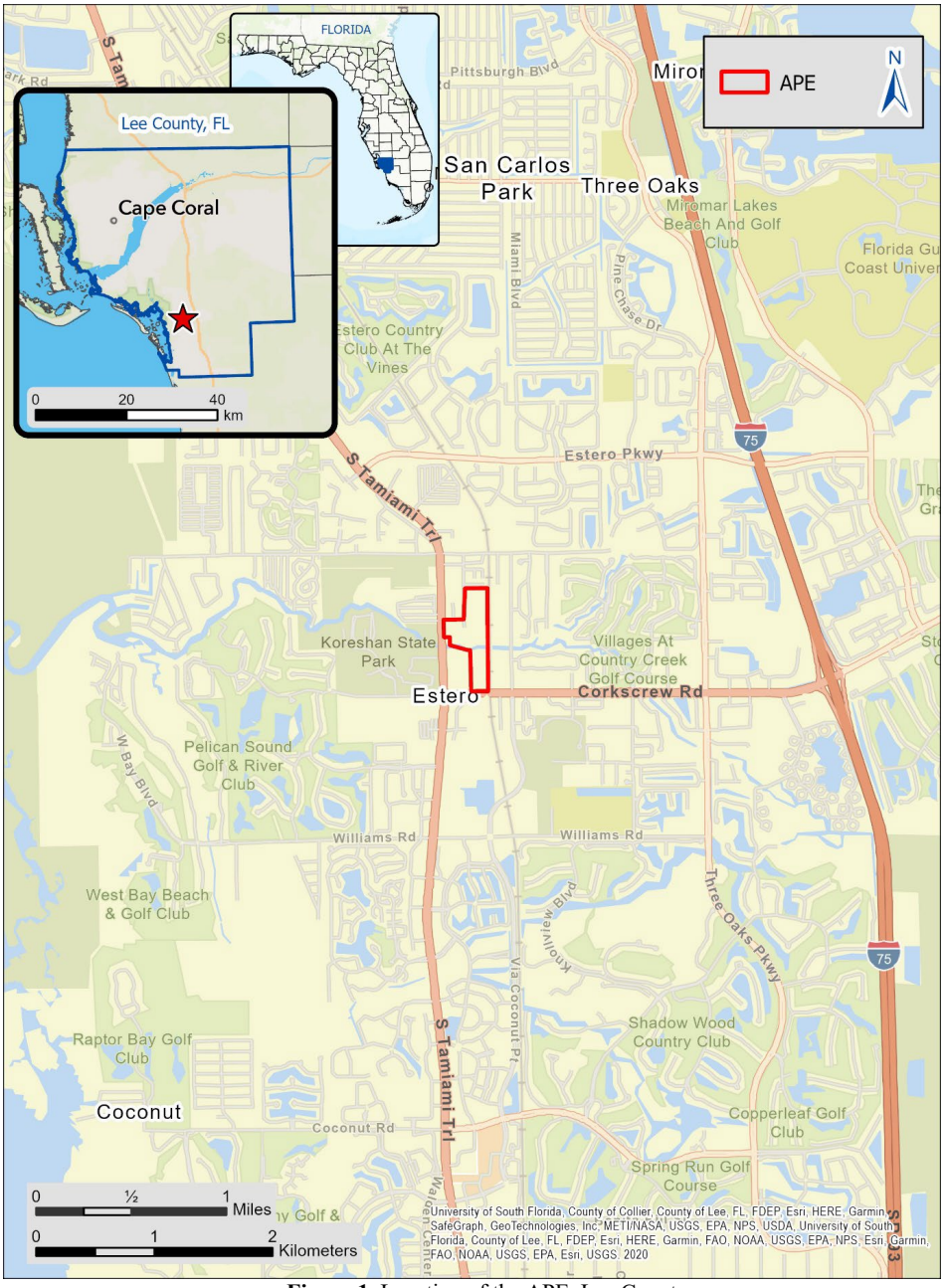

Figure 1. Location of the APE, Lee County.

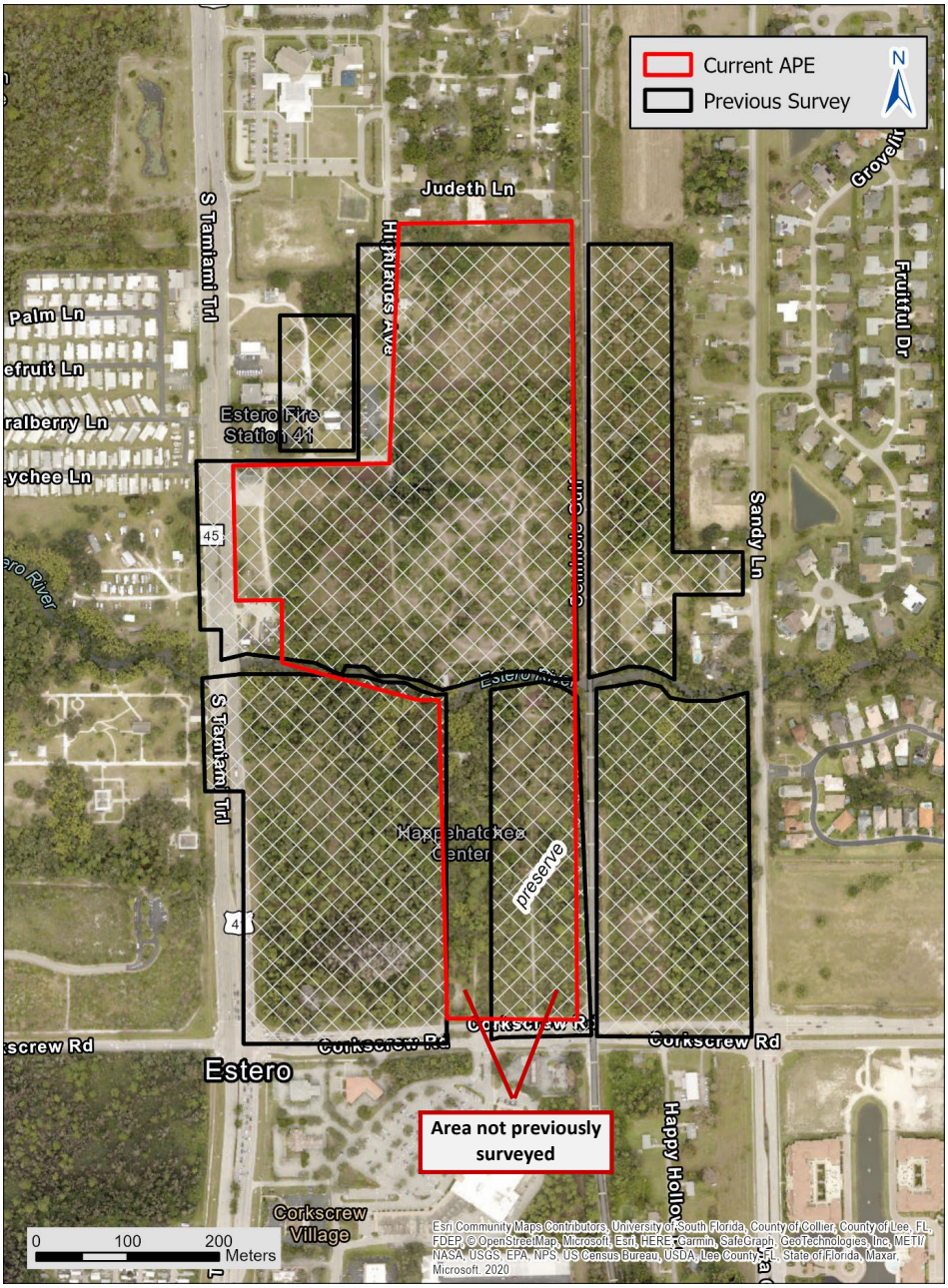

Figure 2. Boundary of the previous 2005 survey and current survey boundary APE. The area labeled "Preserve" was not surveyed in 2005 but is included in this survey.

2.0 ENVIRONMENTAL SETTING

The project APE is located in Sections 28 and 33 of Township 46 South, Range 25 East in Lee County (United States Geological Survey [USGS] Estero, Fla. 1958, PR 1987, 2013) (**Figure 3**). The northern boundary of the APE is just south of Judeth Lane, the CSX Railroad is to the east, Corkscrew Road is to the south, and the western boundary extends along an unnamed dirt road, continues north along US 41 and then runs along Highlands Avenue. The Estero River runs through the center of the APE. The Estero River is tidal and drains into the Estero Bay estuary, one of the most productive estuaries in the state (Florida Department of Environmental Protection [FDEP] 2005).

The APE is located within the Southwest Slope physiographic region (White 1970). The land adjacent to the coastline is generally low in elevation and poorly drained. It is underlain by shelly sediments of the Plio-Pleistocene that are surficially evidenced by shelly sand and clay (FDEP 2001a, 2001b). The general topography of the survey area is low and nearly level with an elevation of 5 to 15 feet (ft) above mean sea level (amsl).

A review of the United States Department of Agriculture (USDA) Lee County Soil Survey revealed that the APE is located within the Hallandale-Boca soil association (Henderson 1984). These nearly level and poorly drained sandy soils are typical of flatwoods and sloughs. The specific soils within the APE include moderately well drained Cocoa fine sand and the poorly drained Immokalee sand and Pompano fine sand; all are associated with urban lands. Their locations are depicted on **Figure 4**. The APE has exotic vegetation, and Brazilian pepper and bamboo are common (**Photos 1-4**). Natural vegetation consists of South Florida slash pine with palmetto and pineland threeawn, and the wetter areas have cypress (Henderson 1984).



Photo 1. Natural vegetation within the APE.



Photo 2. Exotic vegetation within the APE.



Photo 3. Overgrown area with native and invasive species in northern portion of APE.



Photo 4. Grassy open area in northwest portion of APE.

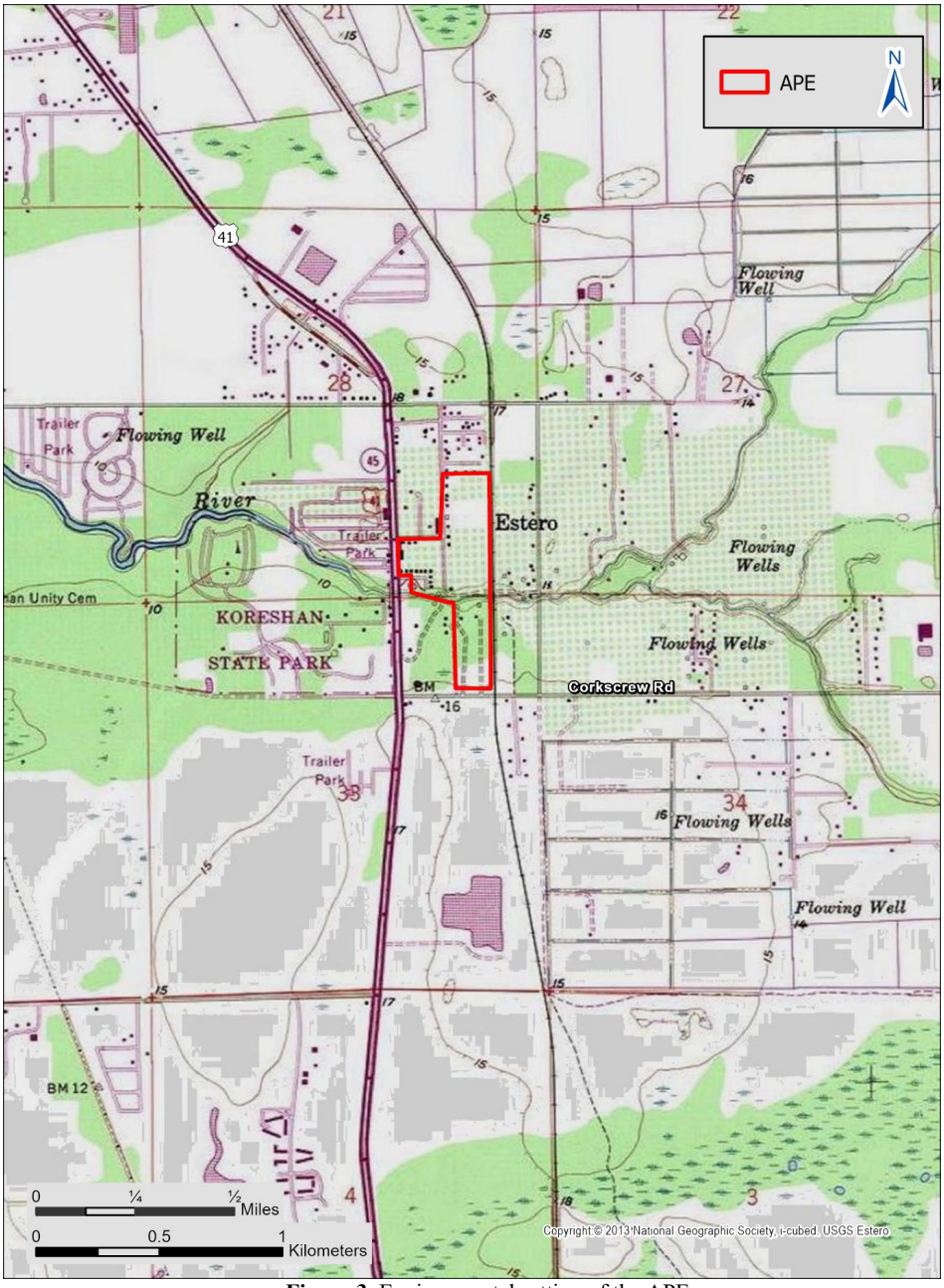

Figure 3. Environmental setting of the APE.

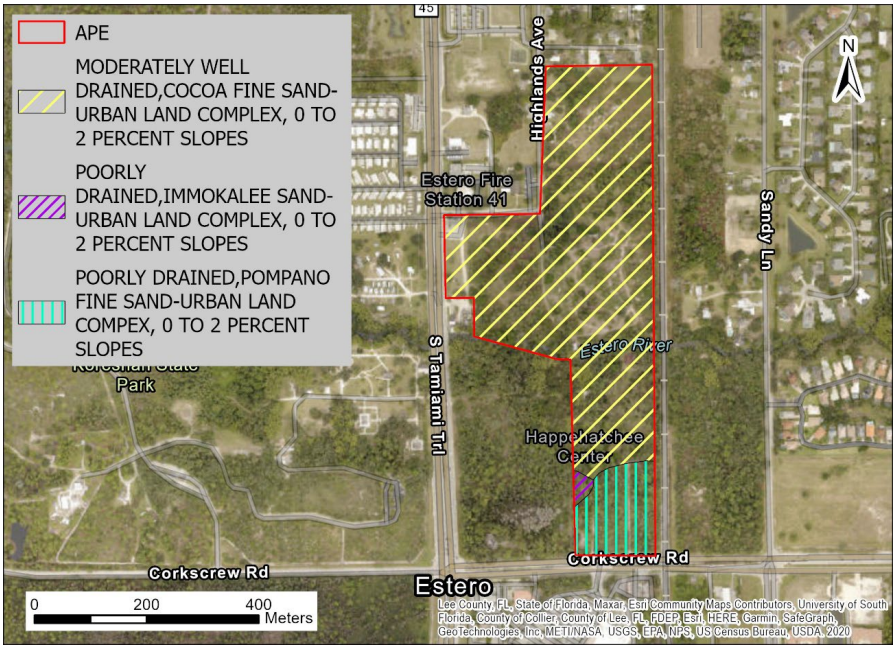

Figure 4. Soil types within the APE.

3.0 HISTORIC OVERVIEW

An in-depth historic and prehistoric overview was completed during the previous CRAS and will not be repeated here (ACI 1997, Survey No. 5215; ACI 2005, Survey No. 22678). The following is an updated historic context overview.

Following the rise of automobile-based travel and the subsequent construction of the Tamiami Trail (US 41) through Lee County, the Koreshan Unity Settlement was forced to make changes to their way of life in order to sustain their livelihood. As a result, the community focused on Tamiami Trail traffic as a source of income. The north-south connector between Tampa and Miami was constructed through the central portion of the Koreshan Unity Settlement, thus bisecting the community into east and west segments. In 1920, a general store and gas station were constructed on the west side of US 41 – outside of the project area – to accommodate travelers along the newly constructed route. At the time of its construction, the general store was the only store between Fort Myers and Naples, selling "groceries, fishing supplies, and the famous Koreshan 'risin' bread…it also housed the Estero Post Office, the 'Riverview' Restaurant and a Mobil Oil gas station" (Koreshan Unity Alliance, Inc. n.d.).

World War II (WWII) brought the construction of two air bases in the Fort Myers area, Buckingham and Page Fields (Grismer 1949). Following the war, many of the servicemen stationed in the area returned with their families to make Lee County and the Fort Myers area their home (Board and Bartlett 1985). This contributed to the continued, steady growth of the region with new housing focused on the development of small tract homes in new subdivisions. The post-WW II development of Lee County is similar to that of the rest of America: increasing numbers of automobiles and asphalt, an

interstate highway system, suburban sprawl, and strip development along major state highways. Florida's population increased from 1,897,414 to 2,771,305 from 1940 to 1950 (Tebeau 1971). This increase in population and residential construction is evidenced by the construction of multiple residences to the east of the Koreshan Unity-related properties, as well as mobile home parks within the general vicinity (USDA 1953). In addition, land to the east of US 41 was cleared between circa (ca.) 1953 and 1958 for future road widenings and bridge improvements (see **Figure 5**) which resulted in the demolition of several structures immediately adjacent to the route (USDA 1953, 1958).

In 1961, Hedwig Michel, the last surviving member of the Koreshan Unity Settlement, donated the 300 acres comprising the settlement to the State of Florida for its protection (Fryman 1975; Ohnemus 2001). The Koreshan State Historic Site opened on the west side of US 41 in 1967. The Koreshan Unity Foundation, Inc. – later known as the College of Life Foundation, Inc. – continued to maintain the land east of US 41, including the ruins of the publishing house, tea house, former industrial and commercial buildings, and the Anna Lewis House (Dauray 2005; Fryman 1975). The Koreshan Unity Settlement Historic District (HD) (8LL00094), comprised of both state-owned lands and those owned by the foundation, was listed in the NRHP in May 1976 (Fryman 1975). In addition, the Koreshan State Historic Site/Koreshan Settlement became a locally designated historic district (HD District 2000-06-01) in Lee County on July 10, 2000. The boundary for the local designation is contained within the Koreshan State Historic Site on the west side of US 41.

Approximately five acres of the land to the east of US 41 was purchased by Ellen Peterson in 1972 (Carloni 2019). This land – originally a part of the Koreshan Settlement – was later utilized for citrus groves and then purchased by the Girl Scout Council during the 1940s (Sowder 2009). The Girl Scouts Council moved WWII era barracks from Page Field onto the property and converted the structures into a camp building for the Girl Scouts. The property was sold again during the 1960s, after which it was purchased by Peterson who lived on the property and hosted nature retreats for small groups (Sowder 2009). In 2006, Peterson formed Happehatchee Center, Inc. – a non-profit "eco-spiritual center" which offered yoga and meditation practices within the natural Florida setting along the Estero River (Carloni 2019). Happehatchee is believed to translate to "happy river" from Seminole to English (Sowder 2009). The historic structure composed of WWII barracks is now a locally designated property known as the "Happehatchee Historic House" (Case No. 2012-00005, recorded as Official Records Instrument No. 2013000009427, as amended in Official Records Instrument No. 2015000219891). The Happehatchee Center property was purchased by the Village of Estero in 2019 for inclusion in the Estero on the River site. Planning for the Estero on the River site remains in progress and possible amenities include "a waterfront café, waterfront promenade, nature trails and signage, environmental education center, canoe/kayak launch, and outdoor amphitheater" (Village of Estero 2020).

More recent widening operations for US 41 north of Corkscrew Road and south of the Estero River began during the late 1970s and carried on into the 1980s (Florida Department of Transportation [FDOT] 1979). During this time, US 41 was widened into a four-lane divided highway and a new bridge was constructed in ca. 1982 to carry the widened US 41 over the Estero River (FDOT 1986). Approximately three decades later, this portion of US 41/Tamiami Trail was further widened due to increased residential and commercial development in the area. In ca. 2013, the segment adjacent to the APE was widened into a six-lane divided highway and the associated bridge crossing the Estero River was widened in accordance (Google Earth 2022). In addition to the improved infrastructure, the increased residential development in the area also led to the incorporation of the Village of Estero on December 31, 2014 (Village of Estero 2016).

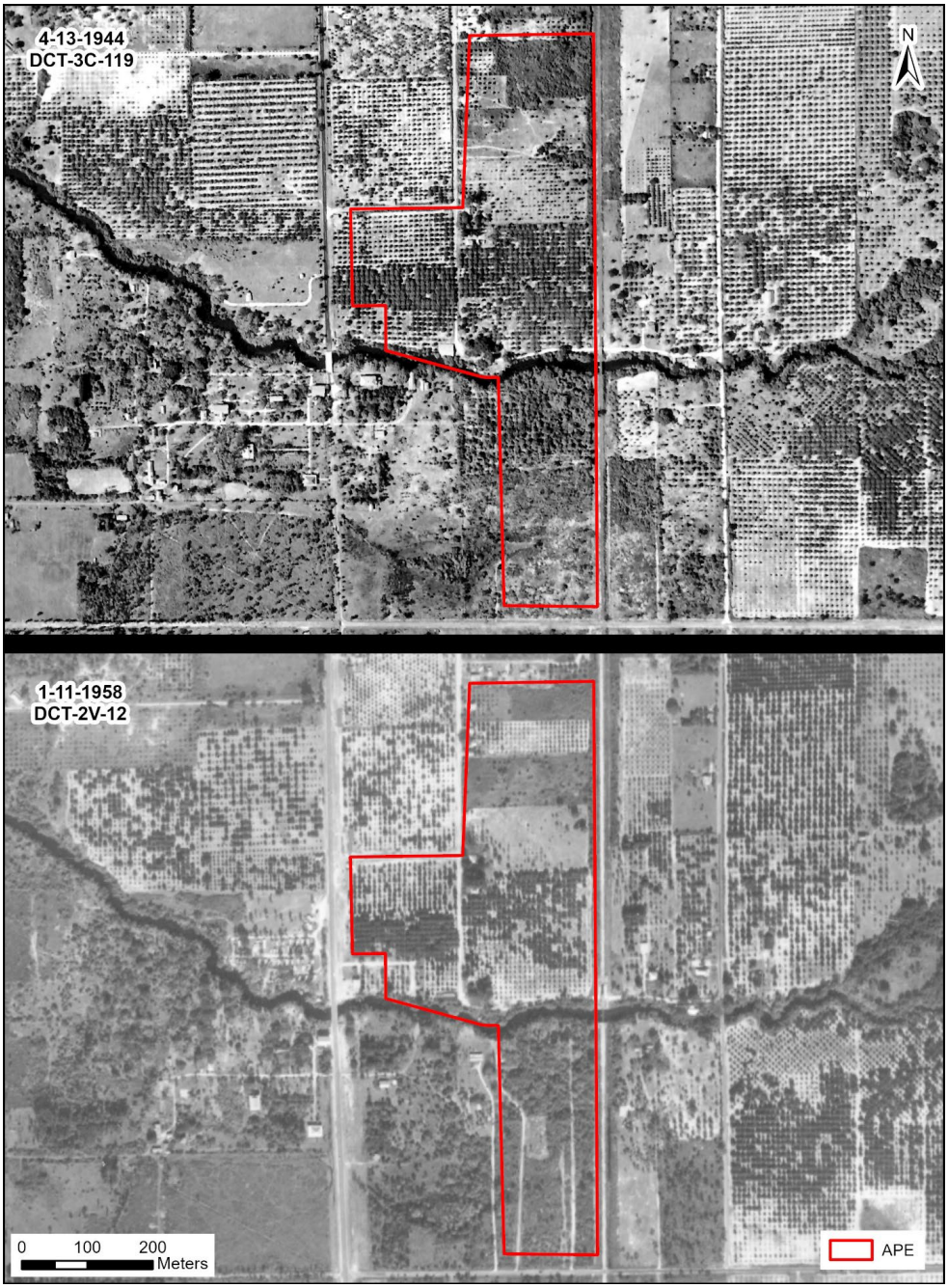

Figure 5. 1944 and 1958 setting of the APE.

4.0 BACKGROUND RESEARCH AND CONSIDERATIONS

The field survey was preceded by background research, which included a comprehensive review of archaeological and historical literature, records and other documents and data pertaining to the project area. This research was conducted to ascertain the types of cultural resources known in the project area and vicinity, their cultural affiliations, site location information, and other relevant data. This included a review of sites listed in the NRHP, the Florida Master Site File (FMSF), cultural resource survey reports, published books and articles, maps, historic aerials, a review of the Estero quadrangle map (USGS 1958), the Lee County property appraiser (Caldwell 2022), and information from the files of ACI. The FMSF data used in this report were initially obtained in March 2022.

Archaeological background research revealed a total of 20 historic and prehistoric archaeological sites are located within, and in close proximity to, the APE (**Figure 6; Table 1**). Of these, five are adjacent to the APE (blue in table below) and consists of building remains/historic refuse sites and historic refuse sites with a prehistoric component. These were recorded during various surveys of the general area (ACI 1997, 2005; Baker and Wheeler 2000; Clay and Wiseman 2000; Wayne and Dickinson 2004). The building remains were previously found ineligible for listing individually on the NRHP; however, they were considered contributing resources to the NRHP-listed Koreshan Unity Settlement Historic District (8LL00094) (Percy 1997. The other resources have not been evaluated by the SHPO.

The 1997 and 2005 surveys conducted by ACI as well as the updated survey of the parcel to the west of the current parcel include a detailed discussion of all but two of these resources. 8LL02815 Zone 1 Refuse is a historic refuse pile recorded by the Koreshan State Park and it has not been evaluated by the SHPO for NRHP eligibility. 8LL02362, Estero on the River Scatter, recorded by ACI in 2005, is an aboriginal artifact scatter; this site has also not been evaluated. ACI excavated 35 shovel tests within the current APE in 2005.

Table 1. Previously recorded archaeological resources within the APE and in close proximity.

FMSF No.	Site Name	Style/Site Type	Year Built; Culture Pd.	SHPO Evaluation
8LL01912	Estero Riverbank	Historic refuse, artifact scatter	Post-Archaic, 20th century	Ineligible for NRHP
8LL02815	Zone 1 Refuse	Historic refuse		Not Evaluated
8LL01845	Founder's House	Homestead, artifact scatter	Post-Archaic, 19th & 20th century	Eligible for NRHP
8LL01988	The Koreshan Laundry	Building remains	20th century	Not Evaluated
8LL02035	Koreshan Waterline for Planetary Court	Historic refuse	20th century	Not Evaluated
8LL02064	Membership Cottage	House	19th & 20th century	Not Evaluated
8LL02065	Small Machine Shop	Industrial	20th century	Not Evaluated
8LL02352	Guiding Star Publishing House Foundation	Building remains	20th century	Ineligible; Contributing
8LL02353	Limerock Retaining Wall	Building remains	20th century	Ineligible; Contributing
8LL02354	Machine and Woodworking Bldg Foundation	Building remains	20th century	Ineligible; Contributing
8LL02355	Boatworks #2 & Blacksmith & Plumbing	Building remains	20th century	Ineligible; Contributing
8LL02356	Apiary	Building remains	20th century	Not Evaluated
8LL02362	Estero on the River Scatter	Campsite	Post-Archaic	Not Evaluated

FMSF No.	Site Name	Style/Site Type	Year Built; Culture Pd.	SHPO Evaluation
8LL02363	Boatworks/Plumbing Shop/Apiary Scatter	Artifact scatter	20th century	Ineligible; Not contributing
8LL02364	Publishing House Scatter	Artifact scatter	20th century	Not Evaluated
8LL02365	College of Life Scatter	Artifact scatter	20th century	Not Evaluated
8LL02402	Cactus	Campsite, procurement, habitation, midden	Glades	Potentially Eligible
8LL02541	Koreshan Bakery	Building remains	20th century	Not Evaluated
8LL02858	Blue Trail	Building remains	20th century	Not Evaluated
8LL02866	Koreshan Nursery	Historic refuse	20th century	Not Evaluated

Historical/architectural background research including a review of the FMSF and the NRHP indicated that six historic resources were previously recorded within the APE (**Figure 6; Table 2**). In addition, the NRHP-listed Koreshan Unity Settlement Historic District (8LL00094) is located to the west of, but outside, the APE. In 2005, ACI conducted a CRAS of the Estero on the River Property (Survey No. 22678) for a private developer. That survey included land adjacent to the APE, as well as within the APE; however, it did not include the Happehatchee Center parcel. Seventeen historic resources were documented during the 2005 survey, including five within the APE – the River House (8LL01081), the Alvarez Packinghouse (8LL01088), the John Hall House (8LL01090), the Estero Creek School (8LL01091), and 20721 Highlands Avenue (8LL02359). None of the buildings have been evaluated by the SHPO. Following the 2005 CRAS, a Historic Preservation plan was initiated with the Lee County Historic Preservation Board/Board of Commissioners, which included preserving or relocating certain structures. As a result of the preservation plan, two buildings (8LL01090 & 8LL01091) were moved to another location. The Estero School (8LL01091) and the John Hall House (8LL01090) were both moved to the Estero Historical Society at the Estero Community Park in ca. 2008-2009 and can be visited on tours (Estero Historical Society 2020a, 2020b).

Table 2. Previously recorded historic resources within the APE.

FMSF	Site Name / Address	Style	Build Date	Survey No.
8LL01090	John Hall House /20821 Highlands Avenue	Folk Victorian	ca. 1906	22678
8LL01091	Estero School House /20861 Highlands Avenue	Frame Vernacular	ca. 1905	22678
8LL01088	Alvarez Packinghouse /20721 Highlands Avenue	Frame Vernacular	ca. 1916	22678
8LL02359	Smith Residence / 20721 Highlands Avenue	Frame Vernacular	ca. 1916	22678
8LL01081	River House / 8801 Corkscrew Road	Mission	ca. 1910	22678
8LL02935	20871 S Tamiami Trail	Frame Vernacular	ca. 1968	N/A

The Happehatchee Center located at 8791 Corkscrew Road was locally designated by the Lee County Historic Preservation Board in November 2012 (HDC-2012-00005), at which time the resource was assigned the FMSF number 8LL02622; however, a FMSF form was not completed. Per the designation report, the resource is significant for its "associat[ion] with two significant institutions that have had broad historical and cultural impacts in Lee County: the Buckingham Army Air Field and the Girl Scouts of the USA. It is also associated with a person who is significant to our past in Lee County: Ellen Peterson, a well-known advocate for the environment and in 2006 the founder of the Happehatchee Center, a contemporary eco-spiritual center" (Lee County 2012) (**Appendix B**). The building was constructed in ca. 1947 and is comprised of two ca. 1943 Army barracks that were originally located at the nearby Buckingham Army Air Field (BAAF) Base (Lee County 2012). Following WWII, the base was dismantled, and the barracks were moved to the current location and joined together to form the current T-shaped building. The parcel and barracks were acquired by the local Girl Scouts troop in 1947 to serve as the troop campsite – Camp Caloosa. The property remained in continuous use by the Girl

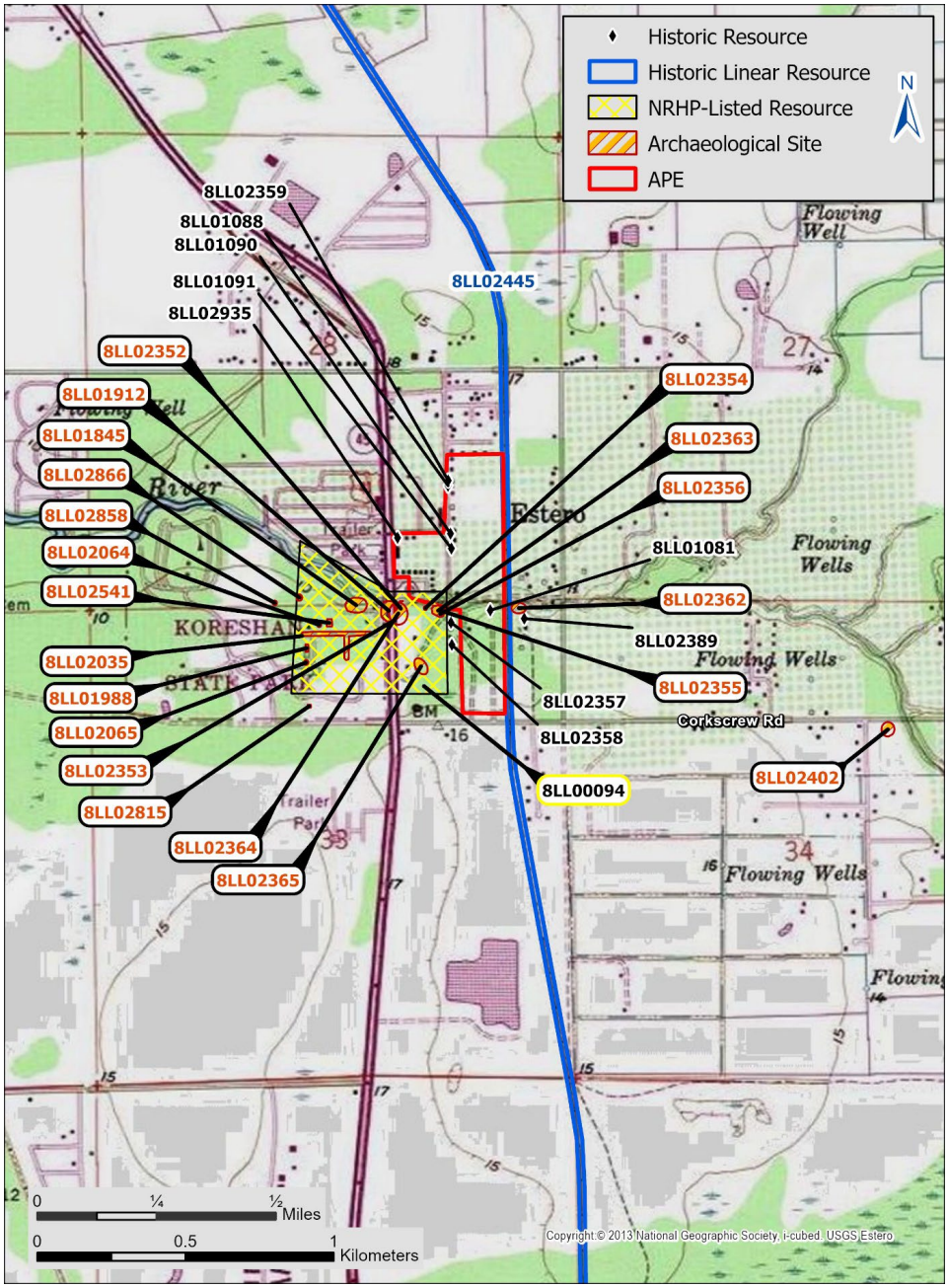

Figure 6. Previously recorded cultural resources within and in close proximity to the APE.

Scouts as a campsite and meeting place until it was sold to Herman and Catherine Polhamus in 1963. By 1972, the property was sold again and came under the ownership of Ellen Peterson. Peterson was a well-known environmental advocate in Lee County and served on several boards and committees, such as the Environmental Confederation of Southwest Florida, Save Our Creeks, the Responsible Growth Management Coalition, the Everglades Committee, and the Environmental and Peace Education Center (Lee County 2012). Over the years the property was utilized by Peterson for private retreats and also by the Girl Scouts. In 2006, Peterson established the Happehatchee Center on the property – a non-profit eco-spiritual center for the community (Carloni 2019).

In February 2022, a *Cultural Resource Assessment Survey of the Sunny Grove Wastewater Treatment Facility and Force Main, Lee County, Florida* was conducted by ACI for the decommissioning of the current wastewater treatment facility and the construction of a new force main (ACI 2022a). During this survey, a ca. 1968 Frame Vernacular style building (8LL02935) was recorded within the current APE at 20871 S Tamiami Trail. The report has not been assigned a Manuscript number and the building has not been evaluated by the SHPO.

In addition, the land adjacent to the western boundary of the APE was recently surveyed during the *Cultural Resource Assessment Survey Update Technical Memorandum ± 18 Acre Portion of Estero on the River, Lee County, Florida* conducted by ACI in March 2022 (ACI 2022b). During this survey, one historic resource (8LL02938) was newly identified, recorded, and evaluated, and two previously recorded historic resources were identified and re-evaluated (8LL02357 and 8LL02358). These include the ca. 1949 Ranch style Holly Park House (8LL02357) and ca. 1950 Ranch style Lockwood House (8LL02358), as well as a Masonry Vernacular style bomb shelter (8LL02938) constructed in ca. 1957. These resources did not have a historic association with the Koreshan Unity Settlement. In addition, the relocation of the Anna Lewis House (8LL01114) from the property and to the west side of US 41 within Koreshan State Historic Site grounds for use as administrative offices was confirmed. Furthermore, the Rustic Tea Garden Outhouse (8LL02351) was confirmed as demolished. Both of these buildings were considered contributing resources to the NRHP-Listed Koreshan Unity Settlement Historic District (8LL00094). Due to alterations made to the landscape, the loss of formerly extant resources, and the present physical condition within the historic district on the east side of US 41, the boundaries of the Koreshan Unity Settlement Historic District (8LL00094) were updated to reflect these changes since being listed in the NRHP in 1976.

The Koreshan Unity Settlement Historic District (8LL00094) was listed in the NRHP on May 4, 1976. The Koreshan Unity Settlement Historic District (8LL0094) is comprised of approximately 54-acres north of Corkscrew Road, extending to the north side of the Estero River and bisected by the Tamiami Trail (US 41). The district extends east of US 41; however, it remains outside of the APE and to the west (**Figure 6**). The Koreshan Unity was a communal society based on Christian beliefs while maintaining their own scientific ideology. In 1893, Dr. Cyrus Teed, founder of the Koreshan Unity Settlement, established a colony in Florida. Teed purchased 300 acres along the Estero River from Gustave Damkohler for $200, and construction of the commune began shortly after (Fryman 1975:8/1; Rea 1994:20). The location on the Estero River provided a major transportation route utilized by the Koreshans for importing and exporting goods, providing for the economy of the settlement. The settlement was called "New Jerusalem," and Teed's name in Hebrew translated to *Koresh* (Rea 1994:1). By the early 20th century, the commune reached its zenith, consisting of numerous residences and community buildings, a general store, a bakery, a publishing house, a machine shop, a sawmill, a concrete factory, boat building facilities, and other industrial buildings. Following the death of Dr. Cyrus Teed in 1908, the Koreshan movement declined. The celibate lifestyle required new members to be recruited from outside the community and without Teed to attract new members, the settlement became limited (Fryman 1975:8/2-3; Rea 1994:58-59).

By the late 1940s, a majority of the industrial facilities were demolished or destroyed by fire and the newly constructed Tamiami Trail (US 41) was built through the center of the settlement, disrupting the continuity of the commercial and residential activities of the community. By 1960, only four members of the Unity remained and Hedwig Michel, the last surviving member, donated 300 acres comprising the settlement to the State of Florida for its protection (Fryman 1975:8/3; Ohnemus 2001:11). She formed the Koreshan Unity Foundation, Inc. to oversee the Koreshan lands and the foundation continued to maintain the land east of US 41, including the ruins of the publishing house, tea house, former industrial and commercial buildings, and the Anna Lewis House (Dauray 2005; Fryman 1975:8/3). The foundation changed its name in 2001 to the College of Life Foundation, Inc. and has increased its land holdings to include adjacent properties. On July 10, 2000, the Koreshan State Historic Site/Koreshan Unity Settlement became a locally designated historic district (HD District 2000-06-01) in Lee County. The boundary for the local designation is contained within the Koreshan State Historic Site on the west side of US 41.

A review of relevant historic USGS quadrangle maps, historic aerial photographs, and the Lee County property appraiser's website data revealed the potential for two new historic resources, 50 years of age or older (constructed in 1972 or earlier), within the APE (Caldwell 2022). This includes the Happehatchee Center/Girl Scout House (8LL02622; HDC-2012-00005) located at 8791 Corkscrew Road – a locally designated resource which was assigned a FMSF number upon designation in 2012 but was never formally documented with a FMSF form.

5.0 STUDY METHODS

The FDHR's Module Three, Guidelines for Use by Historic Professionals, indicates that the first stage of archaeological field survey is a reconnaissance of the project area to "ground truth," or ascertain the validity of the predictive model (FDHR 2003). During this part of the survey, the researcher assesses whether the initial predictive model needs adjustment based on disturbance or conditions such as constructed features (i.e., parking lots, buildings, etc.), underground utilities, landscape alterations (i.e., ditches and swales, mined land, dredged and filled land, agricultural fields), or other constraints that may affect the archaeological potential. Additionally, these Guidelines indicate that non-systematic "judgmental" testing may be appropriate in urbanized environments where pavement, utilities, and constructed features make systematic testing unfeasible; in geographically restricted areas such as proposed pond sites; or within project areas that have limited high and moderate probability zones, but where a larger subsurface testing sample may be desired. While predictive models are useful in determining preliminary testing strategies in a broad context, it is understood that testing intervals may be altered due to conditions encountered by the field crew at the time of survey. A reasonable and good faith effort was made to locate the historic properties within the project APE (Advisory Council on Historic Preservation n.d.).

Archaeological field methodology consisted of additional archaeological testing to bring testing methodology up to current standards and survey the area previously not tested. High probability testing was planned along the south side of the river at 25-meter (m) intervals, 50-meter and judgmental testing was planned in the remainder of the APE. A surface reconnaissance was also conducted where the ground was clear. Shovel tests were circular and measured approximately 0.5 m in diameter by at least 1 m in depth. All soil removed from the shovel tests was screened through 6.4 millimeters (mm) mesh hardware cloth to maximize the recovery of artifacts. The locations of all shovel tests were recorded with a Trimble Geo 7X Series GPS unit and following the recording of relevant data, such as stratigraphic profile, all shovel tests were refilled.

Historic/architectural field methodology consisted of a field survey of the APE to determine and verify the location of all buildings and other historic resources (i.e., bridges, roads, cemeteries) that are 50 years of age or older (constructed in or prior to 1972), and to establish if any such resources could be determined eligible for listing in the NRHP. The field survey focused on the assessment of existing conditions for all previously recorded historic resources located within the project APE, and the presence of unrecorded historic resources within the project area. For each property, photographs were taken, and information needed for the completion of FMSF forms was gathered. In addition to descriptions, each historic resource was reviewed to assess historic context, condition, and potential NRHP eligibility. Also, informant interviews would have been conducted, if possible, with knowledgeable persons to obtain site-specific building construction dates and/or possible associations with individuals or events significant to local or regional history.

Laboratory Methods and Curation: Artifacts, if found, would have been cleaned and sorted by artifact class and subjected to a limited technological analysis; however, no artifacts were found. All project records (including photos, field notes, and maps) will be curated at ACI in Sarasota in Project file P20116.2.

Inadvertent/Unanticipated Discovery of Cultural Remains: Occasionally, archaeological deposits, subsurface features or unmarked human remains are encountered during development, even though the project area may have previously received a thorough and professionally adequate cultural resources assessment. Such events are rare, but they do occur. If human burial sites such as Indian mounds, lost historic and aboriginal cemeteries, or other unmarked burials or associated artifacts are found, then the provisions and guidelines set forth in Chapter 872.05, *FS* (Florida's Unmarked Burial Law) are to be followed.

In the event such discoveries are made during the development process, all activities in the immediate vicinity of the discovery will be suspended, and a professional archaeologist will be contacted to evaluate the importance of the discovery. The area will be examined by the archaeologist, who, in consultation with the staff of the Florida SHPO, will determine if the discovery is significant or potentially significant. In the event the discovery is found to be not significant, the work may immediately resume. If, on the other hand, the discovery is found to be significant or potentially significant, then development activities in the immediate vicinity of the discovery will continue to be suspended until a mitigation plan, acceptable to the SHPO, is developed and implemented. Development activities may then resume within the discovery area, but only when conducted in accordance with the guidelines and conditions of the approved mitigation plan.

6.0 SURVEY RESULTS

Archaeological field survey field methodology consisted of additional archaeological testing to bring testing methodology up to current standards and address any unsurveyed areas. A total of 42 additional shovel tests were excavated, resulting in a total of 77 shovel tests within the APE, all were negative (**Figure 7**). No cultural materials were recovered from the shovel tests or noted on the surface. Typical stratigraphy varied throughout the APE and can be described as:

- SW Region of APE: 0-25 centimeter (cm) gray-brown sand; 25-100 cm orange-brown sand
- South of the river: 0-25 cm light gray-brown sand; 25-45 cm light orange-brown sand terminating at limestone or 0-20 cm brown sand; 20-30 cm gray-brown sand; 30-40 cm dark gray muck; 40-50 cm light gray-brown sandy muck, with water at 40 cm (**Photos 5-6**)
- NE region of APE: 0-30 cm gray-brown sand; 30-70 cm yellow-brown sand;70-100 cm orange-brown clayey sand, with limestone rock inclusions (**Photo 7**)

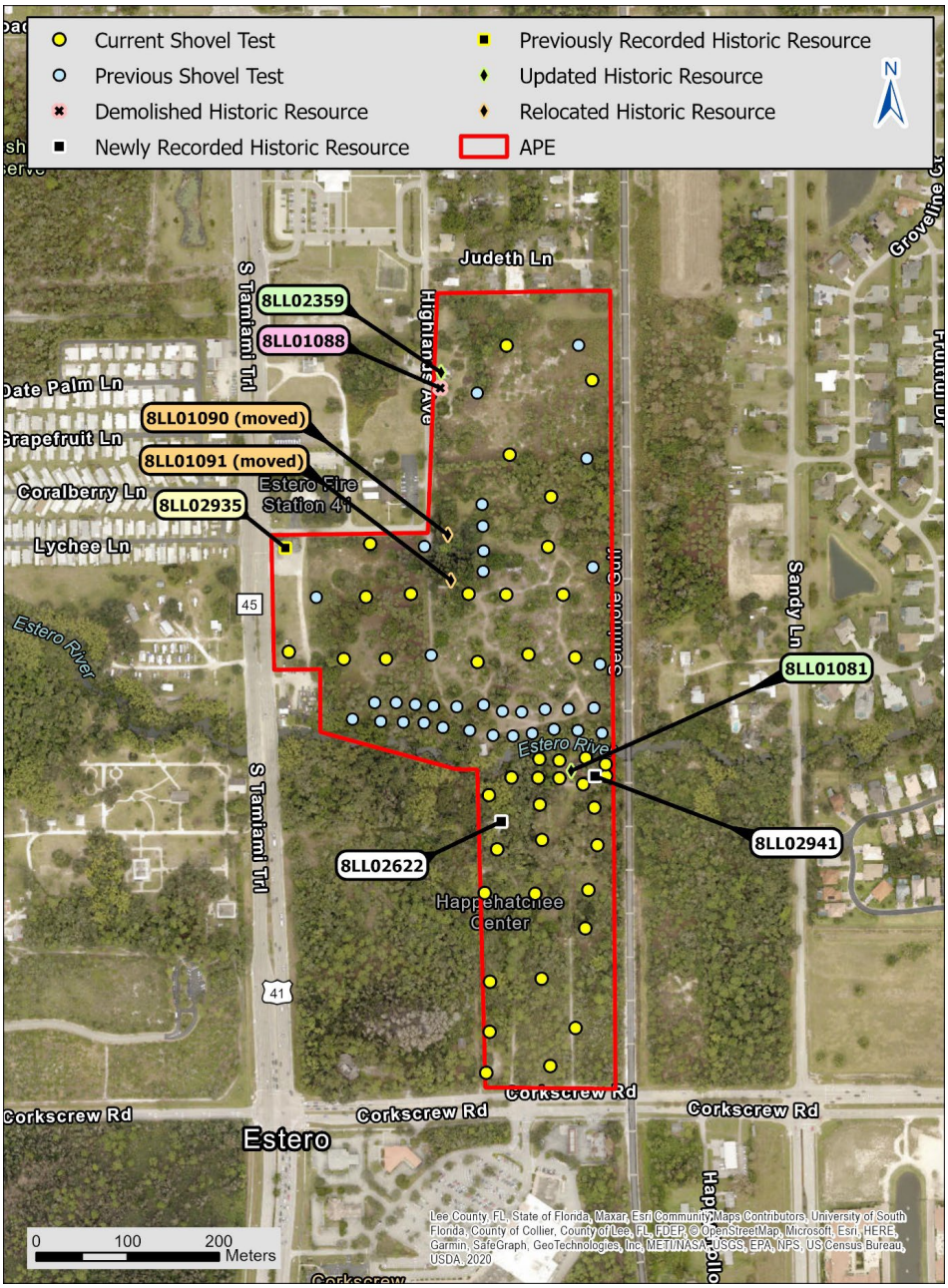

Figure 7. Approximate location of shovel tests and cultural resources within the APE.



Photo 5. Shovel test south of the river terminating at limestone



Photo 6. Shovel test south of the river terminating at water.



Photo 7. Shovel test in northeast region of the APE.

A reasonable and good faith effort was made per the regulations laid out in 36 CFR § 800.4(b)(1) (Advisory Council on Historic Preservation n.d.) to survey all areas of the project APE.

Historical/Architectural Results: Background research revealed that six historic resources were previously recorded within the APE. These include the River House (8LL01081), the Alvarez Packinghouse (8LL01088), the John Hall House (8LL01090), the Estero Creek School (8LL01091), 20721 Highlands Avenue (8LL02359), and 20871 S Tamiami Trail (8LL02935). None of the buildings have been evaluated by the SHPO. The historic resource located at 20871 S Tamiami Trail (8LL02935) was recently recorded in February 2022 and was not updated during this survey (ACI 2022a).

As a result of the historical/architectural field survey, two historic resources (8LL02622 and 8LL02941) were newly identified, recorded, and evaluated, and two previously recorded historic resources were identified and re-evaluated (8LL01081 and 8LL02359) (**Figure 7**). These include three Frame Vernacular style buildings (8LL02359, 8LL02622, 8LL02941) and one Mission style building (8LL01081), constructed between ca. 1910 and 1970. Overall, the updated and newly identified resources have been altered, lack sufficient architectural features, and are not significant embodiments of a type, period, or method of construction. In addition, the resources do not have any historic associations with significant persons and/or events. As such, the resources do not appear eligible for listing in the NRHP, either individually or as part of a historic district. In addition, the Alvarez Packinghouse (8LL01088) was demolished in ca. 2018 and this was confirmed during the field survey (Caldwell 2022). Furthermore, the previously recorded John Hall House, sometimes called the Collier Residence, (8LL01090) and Estero Creek School (8LL01091) were moved from the APE in ca. 2008 – 2009 and are now located at the Estero Community Park and maintained by the Estero Historical Society (Estero Historical Society 2020a, 2020b).

Descriptions and photographs of the newly identified and updated historic resources follow, and copies of the FMSF forms are included in **Appendix C**. In addition, a letter was prepared for the demolished Alvarez Packinghouse building and is contained in **Appendix D**. No informant interviews for historic resources were conducted during the field survey. A reasonable and good faith effort was made per the regulations laid out in 36 CFR § 800.4(b)(1) (Advisory Council on Historic Preservation n.d.) to survey all areas of the APE.



Photo 8. 20721 Highlands Avenue (8LL02359), looking east.

8LL02359: The Frame Vernacular style building at 20721 Highlands Avenue, also called the Smith/Alvarez residence, was constructed in ca. 1916 (**Photo 8**). The one-story, irregular plan building rests on a concrete pier foundation and has a wood frame structural system clad in novelty siding. The principal hip roof, half-hip roof, and gable extensions are covered with 3V crimp sheet metal, while the shed roof addition is covered with composition shingles. The main entryway is on the west elevation through a single door enclosed with plywood beneath a gable roof extension with metal pole supports. All visible windows have been enclosed with plywood. Distinguishing architectural features include overhanging eaves with exposed rafter tails, corner boards, and wooden lattice foundation skirting. Several outbuildings were located on the property but were all demolished between 2010 and 2017 (Google Earth 2022). Alterations include replacement roofing, the enclosure of all visible fenestrations with plywood, and an enclosed porch on the west elevation. The original foundation materials were replaced with concrete block piers ca. 1970. Additions include the gable extension entry portico on the west elevation and a shed roof on the northeast corner. Overall, the building has been altered, lacks sufficient architectural features, and is not a significant embodiment of a type, period, or method of construction. In addition, background research did not reveal any historic associations with significant persons and/or events. The Frame Vernacular style residence represents a common architectural building type, and the residence has undergone unsympathetic alterations which have resulted in a loss of historic integrity. As a result, 8LL02359 does not appear eligible for listing in the NRHP, either individually or as part of a historic district.



Photo 9. 8801 Corkscrew Road/River House (8LL01081), looking north.

8LL01081: The Mission style building at 8801 Corkscrew Road was constructed in ca. 1910 (**Photo 9**). The two-story, irregular plan building rests on a continuous concrete block foundation and has a wood frame structural system clad in stucco. The principal hip roof with hip extension gable is covered with barrel tile, as are the shed roofs and half-hip roof projections. A large masonry chimney covered with stucco is located on the eave end of the north elevation and topped with a hip roof style cap covered in barrel tile. The main entryway is on the south elevation through a single door with sidelights within a partial width incised porch beneath the principal roof and extends into a shed roof covered loggia with arched openings. A secondary, full width, incised porch is located beneath the principal roof on the second story of the west elevation forming a balcony which is lined with wrought iron style metal railings. Visible windows include a mixture of individual and paired, six-over-six, eight-over-eight, and

nine-over-six metal single-hung sash units; individual one-light metal fixed units (standard and stained glass). Distinguishing architectural features include overhanging eaves with exposed rafter tails, arched openings, curvilinear brackets, quatrefoil windows, brick windowsills, and wrought iron style metal railings. The residence was renovated extensively in ca. 1985 with replacement roofing, siding, and windows, as well as additions on the north, east, and west elevations, and the construction of a loggia on the south elevation (ACI 2005; Survey No. 22678). The building was originally a simple Frame Vernacular style residence and was renovated to the current Mission style. No significant alterations have been completed since the resource was last recorded. A covered walkway connects the loggia on the south elevation to a ca. 1970 monitor barn-style carport (8LL02941) located immediately to the east of the residence. Overall, the building has been significantly altered, lacks sufficient architectural features, and is not a significant embodiment of a type, period, or method of construction. In addition, background research did not reveal any historic associations with significant persons and/or events. As a result, 8LL01081 does not appear eligible for listing in the NRHP, either individually or as part of a historic district.



Photo 10. 8801 Corkscrew Road (Outbuilding) (8LL02941), looking northeast.

8LL02941: The Frame Vernacular style outbuilding at 8801 Corkscrew Road was constructed in ca. 1970 (**Photo 10**). The one-story, rectangular plan building rests on a concrete slab foundation and has a wood frame structural system clad in vinyl siding. The front gable roof and raised gable along the ridgeline are covered with 3V crimp sheet metal. The main entryway is on the south elevation through a large rectangular opening. Visible windows include individual two-stacked metal awning units. Distinguishing architectural features include an overall monitor barn-style design, overhanging eaves with boxed rafter tails, faux corner boards, a ridge beam projection, and loft door. Alterations include replacement roofing and siding. The building is designed to resemble a monitor barn; however, according to Lee County property appraiser data, the structure is utilized as a carport. A covered walkway connects the building to the loggia of River House (8LL01081) located immediately to the west. Overall, the building has been altered, lacks sufficient architectural features, and is not a significant embodiment of a type, period, or method of construction. In addition, background research did not reveal any historic associations with significant persons and/or events. As a result, 8LL02941 does not appear eligible for listing in the NRHP, either individually or as part of a historic district.



Photo 11. Happehatchee Center/Girl Scout House (8LL02622), looking southwest.

8LL02622: The Frame Vernacular style building at 8791 Corkscrew Road was constructed in ca. 1947 (**Photo 11**). The one-story, T-shaped plan building rests on a concrete pier foundation and has a wood frame structural system clad in clapboard. The intersecting gable roof is covered with 3V crimp sheet metal. The main entryway is on the north elevation through double doors with six inset lights and sidelights that is accessed by a concrete ramp with wooden railings. An incised partial width porch is located on the west elevation beneath the principal roof with wooden porch supports and screening. Visible windows include a mixture of individual, paired, and grouped (3), two-stacked and three-stacked metal awning units. Distinguishing architectural features include overhanging eaves with boxed rafter tails, wood trim around the windows and doors, and rectangular gable vents. The extent of alterations and additions over the years is unclear due to the nature of the construction. The current building is comprised of two ca. 1943 Army barracks that were originally located at the nearby Buckingham Army Air Field (BAAF) Base (Lee County 2012). Following WWII, the base was dismantled, and the barracks were moved to the current location and joined together to form the current T-shaped building. The parcel and barracks were acquired by the local Girl Scouts troop in 1947 to serve as the troop campsite – Camp Caloosa. The property remained in continuous use by the Girl Scouts as a campsite and meeting place until it was sold to Herman and Catherine Polhamus in 1963. A new location bearing the name "Camp Caloosa" was established by the Girl Scouts in North Fort Myers in 1971. By 1972, the property was sold again and came under the ownership of Ellen Peterson. Peterson was a well-known environmental advocate in Lee County and served on several boards and committees, such as the Environmental Confederation of Southwest Florida, Save Our Creeks, the Responsible Growth Management Coalition, the Everglades Committee, and the Environmental and Peace Education Center (Lee County 2012). Peterson also founded the Calusa Group of the Sierra Club during the 1980s. She received several awards for her work in south Florida, including the John Kaber Award from the Everglades Coalition and Outstanding Environmentalist from the Florida Wildlife Federation. Over the years the property was utilized by Peterson for private retreats and also by the Girl Scouts. In 2006, Peterson established the Happehatchee Center on the property – a non-profit eco-spiritual center for the community (Carloni 2019).

The resource was locally designated by the Lee County Historic Preservation Board in November 2012 (HDC-2012-00005), at which time the resource was assigned the FMSF number 8LL02622; however, a FMSF form was not completed. A non-historic gazebo, shed, and restroom building are located to the south of the building and a non-historic residence is located to the north of the Estero River and within the same parcel. These ancillary buildings are considered non-contributing by the Lee County Historic Preservation Board. Per the designation report, the resource is significant for its "associat[ion] with two significant institutions that have had broad historical and cultural impacts in Lee County: the Buckingham Army Air Field and the Girl Scouts of the USA. It is also associated with a person who is significant to our past in Lee County: Ellen Peterson, a well-known advocate for the environment and in 2006 the founder of the Happehatchee Center, a contemporary eco-spiritual center" (Lee County 2012).

Although the ca. 1947 Happehatchee Center/Girl Scout House (8LL02622) is locally designated, the resource does not appear to meet the significance requirements outlined for the NRHP in National Register Bulletin 15 (U.S. Department of the Interior 1997). Overall, the resource is not associated with events that have made a significant contribution to the broad patterns of our history. Although the resource was originally constructed as WWII Army barracks, per NR Bulletin 15, "mere association with historic events or trends is not enough, in and of itself, to qualify under Criterion A: the property's specific association must be considered important as well" (U.S. Department of the Interior 1997). Furthermore, the barracks were moved from their original location at Buckingham Army Air Field and altered by their joining to form a single camp building for the local Girl Scout troop in ca. 1947. Although the building was also historically associated with the Girl Scouts and Camp Caloosa, no significant event or trend could be identified to lend the site historical significance under Criterion A regarding this use/association. Ellen Peterson – a well-known environmental advocate in Lee County – is also strongly associated with the resource; however, Peterson purchased the property in 1972 and established the Happehatchee Center in 2006. The recent nature of these events has provided insufficient perspective to determine whether Peterson's contributions were historically important under Criterion B. Finally, the resource does not embody distinctive characteristics of a type, period, or method of construction and is not likely to yield important historical information – as such it does not appear eligible under Criteria C or D.

7.0 CONCLUSIONS

Based on the results of background research and archaeological field survey, which included the excavation of a total of 77 shovel tests (35 in 2005; 42 in 2022), no new archaeological sites were discovered. The historical/architectural background research revealed that six historic resources were previously recorded within the APE. These include the River House (8LL01081), the Alvarez Packinghouse (8LL01088), the John Hall House (8LL01090), the Estero Creek School (8LL01091), 20721 Highlands Avenue (8LL02359), and 20871 S Tamiami Trail (8LL02935). None of the buildings have been evaluated by the SHPO and historic resource 20871 S Tamiami Trail (8LL02935) was recently recorded in February 2022 and was not updated during this survey.

As a result of the historical/architectural field survey, four historic resources (8LL01081, 8LL02359, 8LL02622, and 8LL02941) were identified, recorded, and evaluated within the APE. These include three Frame Vernacular style buildings (8LL02359, 8LL02622, 8LL02941) and one Mission style building (8LL01081), constructed between ca. 1910 and 1970. Of these, three buildings (8LL01081, 8LL02359, 8LL02941) are common examples of their respective architectural style and they do not have any historic associations with significant persons and/or events. Thus, the resources do not appear eligible for listing in the NRHP, either individually or as part of a historic district. The Happehatchee Center/Girl Scout House (8LL02622) was locally designated by the Lee County Historic Preservation Board in November 2012 (HDC-2012-00005). Although the building is locally designated, the resource does not appear to meet the significance requirements outlined for the NRHP. Overall, the resource is not

associated with events that have made a significant contribution to the broad patterns of our history. The barracks were moved from their original location at Buckingham Army Airfield and altered by their joining to form a single camp building for the local Girl Scout troop. In addition, the field survey confirmed the Alvarez Packinghouse (8LL01088) has been demolished, and the John Hall House/ Collier Residence (8LL01090) and Estero Creek School (8LL01091) have been removed from the APE.

In 2005 the APE was within Lee County jurisdiction when the request for an Historic Preservation Plan was made, the plan included a request for three buildings to be moved (Estero Creek School, Collier Residence, and Smith/Alvarez residence) and then the remainder of the Plan was to be determined, based on the finalized development plans. The development plan was later abandoned.

Table 3. Buildings designated for movement, 2005 Plan.

Building	Request	Outcome
Estero Creek School (8LL01091)	Scheduled to be relocated	Relocated
Collier Residence/ John Hall House (8LL01090)	Scheduled to be relocated	Relocated
Smith/Alvarez Residence/ 20721 Highlands Avenue (8LL02359)	May be relocated subject Historical Designation at the new location	Has not been relocated or designated

Since 2005 the Village of Estero was incorporated, and the APE is now under the jurisdiction of the Village of Estero. The Village requested a review of the previous and updated survey results in consideration of the previous Preservation Plan requests. Overall, it appears the County-requested Historic Preservation Plan is no longer necessary, as the two structures have been moved as requested (**Table 3**) and although the Smith/Alvarez Residence has not been moved or designated it is within the "Old Estero" area designated by the Village. Thus, preservation planning would be addressed in accordance with Village of Estero Future Land Use Policy FLU-1.6.2 through 1.6.4 with regard to the Smith/Alvarez Residence and the Happehatchee Center within the APE. Due to the presence of these resources, further consultation may be required with the SHPO.

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Appendix A
Lee County Resolution

RESOLUTION NUMBER Z-07-021

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

WHEREAS, Land Development Group, LLC, filed an application on behalf of the property owners, Village Partners, LLC, and College of Life Foundation, Inc., to rezone a 85.07±-acre parcel from Agricultural (AG-2) and Marine Commercial District (CM) to Mixed Use Development (MPD), and to utilize the Cash Contribution Option (Option 2) of the Bonus Density Program to increase the permissible density of the property above the Lee Plan standard density range for a project known as Estero on the River; and,

WHEREAS, a public hearing was advertised and held on April 4, 2007, before the Lee County Zoning Hearing Examiner Richard A. Gescheidt. Written submissions were requested by the Hearing Examiner at the close of hearing with a due date of April 13, 2007. This date was later extended to April 20, 2007. The Hearing Examiner gave full consideration to the evidence in the record for Case Nos. DCI2005-00041 (Rezoning) and REZ2006-00018 (Bonus Density Application); and,

WHEREAS, a second public hearing was advertised and held on June 4, 2007, before the Lee County Board of Commissioners, who gave full and complete consideration to the recommendations of the staff, the Hearing Examiner, the documents on record, and the testimony of all interested persons in accordance with the procedures set forth in §34-83(b) of the Land Development Code. In addition, the Board considered the proposed bonus density contract based on the criteria set forth in LDC §34-1519.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS:

SECTION A. REQUEST

The applicant filed a request to:

1. Rezone a 85.07±-acre parcel from AG-2 and CM to MPD to allow 530 residential units and 300,000 square feet of commercial space, with a maximum height of 60 feet (habitable stories). No blasting activity is proposed.

2. Participate in the Lee County Housing Bonus Density Program. The applicant is seeking to utilize the "Cash Contribution Bonus Density Option 2" pursuant to Lee County Land Development Code (LDC), Section 34-1519, to develop 181 bonus density dwelling units, with a proposed project total of 530 dwelling units on 85.07± acres for an approximate total of 7.84 dwelling units per acre.

The property is located in the Urban Community and Outlying Suburban Future Land Use Categories and is legally described in attached Exhibit A.

The request to rezone the property to MPD is APPROVED, SUBJECT TO the conditions and deviation specified in Sections B and C below. The request to participate in the Lee County Housing Bonus Density program, LDC Section 34-1519, by utilizing the "Cash Contribution Density Bonus (Option 2)" to develop 181 Bonus Density dwelling units is APPROVED, SUBJECT TO the conditions and deviations in Sections B and C below **and the terms of the Bonus Density Contract attached as Exhibit E.**

SECTION B. CONDITIONS:

All references to uses are defined or listed in the Lee County LDC.

1. Development must be consistent with the two-page Master Concept Plan (MCP) entitled "Estero on the River Master Concept Plan" prepared by Wilson Miller", date stamped "Received June 7, 2007 by Community Development", attached hereto as Exhibit C-1, and the one-page Parcel Summary attached hereto as Exhibit C-2, except as modified by the conditions below.

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

   a. Schedule of Uses

   Residential 1 (R-1)
   Accessory Uses and Structures
   Administrative Offices
   Agricultural uses, continuation of bona fide use only
   Dwelling Units
   Single Family Residence
   Entrance Gates and Gatehouses
   Essential Services
   Essential Service Facilities, Group I
   Excavation, Water Retention
   Fences and Walls
   Home Occupation (subject to standards in Lee County Land Development Code Section 34-1772)
   Model Homes, Model Units and Model Display Center, including accessory parking lots
   Real Estate Sales and Rental Office - limited to sales of lots, homes or units within Estero on the River
   Recreation Facilities, Personal and private On-Site and Off-Site
   Residential accessory uses, including but not limited to:
   Private garages, carports and parking areas
   Private swimming pools and enclosures
   Clubhouse including but not limited to Food and Beverage Service, Locker Rooms, Health Club and Spa
   Signs
   Temporary uses- limited to a sales center and construction office(s)

Residential 2 (R-2)
All uses permitted in the R-1 tracts plus:
Townhouse, Two-Family Attached and Multiple-Family Buildings
Parking Lot: accessory

Civic Use (CU)
All uses permitted in the R-2 tracts plus:
ATM
Cultural Facilities
EMS, Fire or Sheriff's station
Government agencies, office only, Library
Museums
Parking Lot
Post Office
Studios
Temporary Uses including but not limited to art and craft fairs, concerts "Taste of the Town", farmers' market, antique fairs and the like.
Theater, Indoor (550 seats + 150-seat Learning Theater)

Mixed Use (MU)
All uses permitted in the R-2 tracts plus:
Accessory Apartment
Accessory Commercial Uses
Animal Clinic - outside kennels are prohibited
ATM
Bait and Tackle Shop
Banks and Financial Institutions, Groups I & II
Bar or cocktail Lounge, in conjunction with a class III & IV
Bed and Breakfast
Boat Rentals and Sales, limited to canoes and kayaks
Business Services, Group II
Caretaker's Residence
Consumption on Premises, in conjunction with Class III & IV restaurant or Liquor Store (wine tasting events)
Convenience food and beverage store
Cultural Facilities
Cleaning and Maintenance Services, no warehouse
Clothing Stores
Clubs, Commercial, Fraternal & Private
Day Care Center, child or adult
Department Store, limited to 50,000 square feet
Drive thru Facility for any permitted use, limited to 4
Drugstore, Pharmacy
Food Stores, Group I
Garage, Public
Gift and Souvenir Shop
Grocery Store
Hardware Store, limited to 40,000 square feet

Healthcare Facilities, Groups I, II, III, and IV (limited to 100 beds)
Hobby, Toy and Game Shops
Hotel/Motel, limited to 100 rooms and 3 stories
Insurance Companies
Medical Office
Outdoor Seating for permitted uses
Parcel and Express Services (no warehouse)
Package Store
Paint, Glass and Wallpaper (no warehouse)
Parking Lot
Personal Services, Groups I and II
Pet Services, no outdoor run
Pet Shop, no outdoor run
Rental and Leasing Facilities, Groups I & II, no outdoor storage, display or sales
Repair Shops, Groups I and II, no outdoor storage, display or sales
Restaurant, Fast food, limited to 8
Restaurants, Groups I - III
Retail and Wholesale sales, when clearly incidental and subordinate to a permitted principal uses on the same premises
Specialty Retail, Groups I and II
Storage, Indoor Only
Studios
Theater, Indoor (550 seats and 150-seat Learning Theater)
Variety Store, limited to 20,000 square feet

Preserve/Indigenous (P and I)
Interpretive centers and Signage, rain shelters, gazebos
Nature and foot trails including boardwalks, benches and jogging paths
Paths, boardwalks and bridges
Water Management Facilities
Wildlife Management
Mitigation and Restoration Activities

College of Life Foundation
Civic/Cultural Facilities
Single-family residential units
Multi-Family residential units
Administrative Offices
Accessory Apartment 1

NOTE: Agricultural uses are not a permitted use within this planned development.

b. Site Development Regulations

See the Parcel Summary attached as Exhibit C-2 and the property development regulations below.

PROPERTY DEVELOPMENT REGULATIONS

	MINIMUM LOT DIMENSIONS			MINIMUM STRUCTURAL SETBACKS						
	Area	Depth	Width	Side	Rear	Front Road	Water-body	(Max) Height ***See Note #7 below**	(Max) Number of Hab. Floors	Distance between principal structure
Single-Family (detached)	6,500 sf	100	60	10	25	25	20	35	2	20
Two-Family Attached	7,500 sf	100	75	7.5	25	0	20	35	2	15
Townhouse	1,000 sf	50	20	15	N/A	15	20	45	3	15
Multi-family	10,000 sf	N/A	N/A	.5 BH *See Note#6 Below	20	20	0 or 20' *See Note #5 Below	60	3	25
RECREATION AREA	2,500 sf	25	25	10	10	20	0 or 20' *See Note #5 Below	45	3	15
Commercial	10,000 sf	100	100	5	10	0	0 or 20' *See Note #5 Below	60	4	15

Notes:
1) Pie-shaped lots shall have no minimum lot width but will meet lot area requirements.
2) Accessory structure setbacks are to be same as principal structure except for rear setbacks, which are 50 percent of the principal structure setback.
3) All dimensions are in feet unless otherwise noted.
4) Minimum structural setbacks are as measured to an adjacent right-of-way or parcel line.
*5) Setback from Lake may be zero feet providing architectural bank treatment is incorporated into design.
*6) BH: Building Heights= Combined height of two adjacent buildings for the purpose of determining setback requirements. Any building in Parcel 1-A that is within 100-feet of any boundary adjacent to existing single family residential will have a 35-foot maximum height restriction. Any building in Parcel 4-A that is within 150 feet of any boundary adjacent to existing single family residential will have a 35-foot maximum height restriction.
***7) See Parcel Summary attached as Exhibit C-2 regarding height limitations adjacent to US 41, Estero River, Sandy Lane, Corkscrew Road and existing residential structures outside project boundaries.**

3. Design Elements. Development must comply with the Design Elements submitted by the applicant and found in Exhibit D.

4. Drainage.

a. The developer will not place an encroachment within the flood way as defined by the FEMA flood maps approved at the time of development order issuance.

b. At the time of the first development order application, the developer will submit a drainage analysis that demonstrates that the site development plan causes no adverse impact on adjacent upstream and downstream properties in terms of drainage capacity/conveyance, storm water discharge, and flood. The drainage analysis will include, but not limited to:

i. a drainage map for all contributory areas within and into the development, showing flow paths/arrows, existing on site and offsite drainage structures (sizes and inverts), and sub basin areas; and,

ii. hydrologic and hydraulic calculations for the 5, 10, 25, and 100-year storm events in order to establish existing baseline conditions.

c. The Developer, or its assigns, will dedicate a drainage/maintenance easement to Lee County for the purpose of Estero River maintenance. The easement will give the right, but not the obligation, to Lee County to access the property and provide maintenance of the drainage within the Estero River. The developer, or its assigns, will maintain the easement area free of debris at all times and provide perpetual monthly maintenance/mowing. The easement location and design will be jointly reviewed and approved prior to Development Order approval and recording by the County Attorney's Office, Parks and Recreation Department, the Division of Environmental Sciences, and the Division of Natural Resources.

5. Flood Regulations.

Development must be consistent with the local, State, and Federal regulations for development within any flood ways, flood plains, or properties designated that will be affected by a tropical storm event.

6. Green ways.

The developer will participate in a joint effort with Lee County Parks and Recreation Department to accommodate a "Green ways" area along the Estero River subject to obtaining all necessary permits. The "Green ways" must be approved by Lee County Parks and Recreation as part of the development order for this project. The Developer and Lee County Parks and Recreation Department have agreed that this effort will be jointly funded.

7. Open Space.

Prior to local development order approval, the landscape plan must include an open space diagram delineating the 30 acres of open space committed to on the Open Space Calculations table. Buildings within the "MU" and "CU" parcels must contain commercial

or community facility ground floor uses. Single-family lots within Parcel 5 must be a minimum 6,500 square feet with a maximum 45 percent lot coverage.

8. Landscape.

Prior to local development order approval, the landscape plan must delineate a minimum of 14 acres of indigenous plant community and native tree preservation, including areas to be restored per the Estero on the River Restoration Plan. Parcel 3 must include 3.69 acres of indigenous preservation of oak and pine scrub. All preservation areas being used to meet the 14-acre requirement must be located outside of existing or future easements. The roadway proposed within Parcel 2 that bisects the existing indigenous plant communities must be designed to provide wildlife underpass with a minimum three-foot height and six-foot width using either a box culvert, conspan, or bridge.

9. Buffer.

Prior to local development order approval, the landscape plans must delineate a minimum 50-foot wide natural waterway buffer measured from the top of bank of the Estero River. The proposed Greenway may be located within the 50-foot wide buffer area. No additional boardwalks or pathways are allowed within 25 feet of the top of bank except as delineated in Condition 10 below. The design of the proposed greenway and the extent of activity to take place within the 50-foot wide buffer will be determined at the time of local development order and approved by the Division of Natural Resources, Division of Environmental Sciences, and the Parks and Recreation Department. Any walkway will be field inspected by the Division of Environmental Sciences' staff and adjustments may be made where necessary to preserve existing trees.

10. Shoreline Structures:

Shoreline structures along the Estero River are limited to a maximum of:

a. Two free-span bridges over the Estero River for pedestrian traffic field located to avoid impacting existing native trees; and,

b. one dock/canoe launch; and,

c. the existing covered boat house and dock in the northeast corner of Parcel 2; and,

d. the existing concrete bulkhead and dock in the northwest portion of Parcel 4; and,

e. the proposed vehicular and pedestrian bridge crossing connecting Parcels 1 and 2 to allow vehicular/pedestrian traffic. The existing structures may be restored or replaced with structures meeting the current LDC regulations provided the structure is not expanded. The shoreline structures may include river overlook areas.

11. Gopher Tortoise Management Plan.

Prior to local development order approval, the developer must submit a Gopher Tortoise Management Plan including details of the type of gopher tortoise permit secured from the

Florida Fish and Wildlife Conservation Commission for review and approval by the Division of Environmental Sciences' staff.

12. Lake Maintenance Easement.

Prior to local development order approval, any lake that is designed to utilize Deviation 5, 6, or 8 must provide a minimum 20-foot wide lake maintenance easement from the lake control elevation to an adjacent common parking lot or roadway to provide access to the lake for long term maintenance. Additionally, the use of Deviation 5, 6, or 8 is limited to a total maximum of 20 percent of the linear footage of an individual lake and compensatory littoral shelf must be provided as detailed in LDC §10-418.

13. Boat Docks.

Boat docks approved in this application are strictly limited to canoes, kayaks, and paddle boats. The developer may not permit motorized vessels, except those that are electric or battery powered, to utilize any boat docking facility located within the project boundaries. Combustion engines are prohibited.

14. Traffic Impacts.

a. Approval of this zoning request does not address mitigation of the project's vehicular or pedestrian traffic impacts. Additional conditions consistent with the Lee County LDC may be required to obtain a local development order. Approval of this rezoning does not give the developer an undeniable right to receive local development order approval.

b. The developer may obtain the necessary development orders for site preparation, which include, but are not limited to, site infrastructure and fill when the project meets Lee County concurrency requirements (all conditions required by the Lee County Comprehensive Plan (Lee Plan) and the LDC). However, the developer may not obtain building permits for vertical development until notification of the commencement of the U.S. 41 six-lane improvements. This condition will not be construed to prevent the developer from availing itself of the provision of Lee County Ordinance 06-20, as amended (Fair Share Ordinance). Restoration or relocation of historic resources located within the project boundaries will be deemed to be "site preparation work" for purposes of this condition and may be approved by Lee County at any time.

15. Historic Preservation.

The developer must submit an Historic Preservation Plan for the entire project to be approved by the Lee County Historic Preservation Board prior to the first local development order. The Estero Creek School and Collier Residence are scheduled for relocation pursuant to prior agreements and are not required to be included in the Historic Preservation Plan. The Smith/Alvarez residence may be relocated subject to Historical Designation at the new location. No development activity or demolition permits can be approved prior to the approval of the Historic Preservation Plan described above.

16. Local Development Order Approval.

Approval of this rezoning does not guarantee local development order approval. Future development order approvals must satisfy the requirements of the Lee County Lee Plan Planning Communities Map and Acreage Allocation Table, Map 16, and Table 1(b), be reviewed for, and found consistent with, the retail commercial standards for site area, including range of gross floor area, location, tenant mix, and general function, and all other Lee County Lee Plan provisions.

17. Sandy Lane Realignment. In the event that Sandy Lane is realigned, the realignment and any resulting changes in the open space assigned to the Sandy Lane alignment within the project may be approved through an administrative amendment of the approved planned development.

INCIDENT TO PARTICIPATION IN THE HOUSING BONUS DENSITY PROGRAM:

18. Eligibility for Bonus Density.

Bonus density is approved on this property in accordance with the terms and conditions of the Bonus Density Contract attached as Exhibit E. Bonus units will be distributed throughout the site in accordance with the Parcel Summary attached as Exhibit C-2. In accordance with the terms of the Bonus Density Contract, the developer will provide ten percent of the total project units approved under local development order(s) to qualified moderate income eligible families for initial sales. Moderate income means a person or household whose annual (gross) income does not exceed 120 percent of the area's median income as determined by HUD on a year-to-year basis.

19. Landscape Plan. Prior to local development order approval, the landscape plan must delineate a minimum of 14 acres of indigenous plant community and native tree preservation including areas to be restored in accordance with the Estero on the River Restoration Plan. Parcel 3 must include 3.69 acres of indigenous preservation of oak and pine scrub. All preservation areas used to meet the 14-acre requirement must be located outside of existing or future easements. The roadway proposed within Parcel 2 that bisects the existing indigenous plant communities must be designed to provide wildlife underpass with a minimum three feet in height and six feet in width using either a box culvert, conspan, or bridge.

20. Development Order. The developer may obtain the necessary development orders for site preparation, which include, but are not limited to, site infrastructure and fill, when the project meets Lee County concurrency requirements (all conditions required by the Lee County Lee Plan and the LDC). However, the developer may not obtain building permits for vertical development until notification of the commencement of the U.S. 41 six-lane improvements. This condition will not be construed to prevent the developer from availing itself of the provision of Lee County Ordinance 06-20, as amended (Fair Share Ordinance). Restoration or relocation of historic resources located within the project boundaries will be deemed "site preparation work" for purposes of this condition and may be approved by Lee County at any time.

SECTION C: DEVIATIONS

1. Planted Buffers within Easements. Deviation (1) seeks relief from the LDC §10-414 requirement that prohibits the planting of trees and shrubs in an easement, to allow planted buffers to be placed within 50 percent of the width of the lake maintenance easement. This DEVIATION IS APPROVED, SUBJECT TO the following condition:

   a. Prior to local development order approval, any lake that is designed to allow buffer plantings to overlap 10 feet into the 20-foot wide lake maintenance easement encircling the lake, must provide a minimum 20-foot wide lake maintenance easement from the lake control elevation to an adjacent common parking lot or roadway to provide access to the lake for long term maintenance. All buffer plantings adjacent to lakes must consist of native vegetation.

2. Pavement Widths. Deviation (2) seeks relief from the LDC §10-296 requirement to provide a minimum 24-foot wide pavement width for privately maintained rights-of-way, to allow a 20-foot wide pavement width. This DEVIATION IS APPROVED, SUBJECT TO that no life, health, and safety issues arise due to the smaller pavement width.

3. Parking. Deviation (3) seeks relief from the LDC §34-2013(a) requirement to provide that parking lots be designed so that all vehicles exit in a forward motion, to allow individual parking spaces to back onto rights-of-way, access drives, and easements allowing on-street parking. This DEVIATION IS APPROVED.

4. Edge of Pavement Radii. Deviation (4) seeks relief from the LDC §34-296 requirement to provide a minimum edge of pavement radius of 25 feet to 30 feet, to allow a minimum edge of pavement radius of 12 feet. This DEVIATION IS APPROVED.

5. Lakes. Deviation (5) seeks relief from the LDC §10-328 requirement to provide a 20-foot lake maintenance easement around the perimeter of proposed lakes, to allow structures or bulkheads to abut the water. This DEVIATION IS APPROVED, SUBJECT TO Condition 12, above.

6. Excavation Banks. Deviation (6) seeks relief from the LDC §10-329(e)(4) requirement to provide sloped excavation banks, to allow up to 40 percent of the banks to utilize either:

   a. a vertical slope with the condition that lake bottom slopes at the toe of any bulkhead may be no greater than 4:1; or,

   b. a 2:1 (horizontal: vertical) slope to a depth of 6 feet below control with the condition that the 2:1 section(s) be stabilized with rip-rap.

   This DEVIATION IS APPROVED, SUBJECT TO Condition 12, above.

7. Separation from Alcohol related Uses. Deviation (7) seeks relief from the LDC §34-1263(e) and §34-264(b)(1) requirement to provide a minimum 500-foot separation for on and off premises alcoholic beverages sale or consumption from any of the enumerated uses, to allow a zero-foot separation between the use located within the project's perimeter

boundaries. This DEVIATION IS APPROVED, SUBJECT TO the condition that each on-premises Consumption on Premises of alcoholic beverages requested must be approved administratively as provided for in the LDC.

8. Water Body Setback. Deviation (8) seeks relief from the LDC §34-1047 requirement to provide building setbacks for the Estero/Corkscrew Road Overlay area of 25 feet from a water body, to allow a zero- to 25-foot water-body setback. This DEVIATION IS APPROVED, SUBJECT TO Condition 12.

9. Shared Parking. Deviation (9) seeks relief from the LDC §34-2015(1) requirement to provide that all required parking spaces must be provided on the same premises as the intended use, to allow shared parking. This DEVIATION IS APPROVED, SUBJECT TO the condition that, as part of the local development order approval, the developer demonstrate that the proposed uses will operate during varying times of the day as part of a Shared Parking Agreement.

10. Indigenous Open Space. Deviation (10) seeks relief from the LDC §10-415(b)(1)(a) requirement that large developments must provide 50 percent of the required open space as indigenous preserve, to allow 4.9 acres of indigenous preserve and 10.4 acres of other native preservation areas. This DEVIATION IS APPROVED, SUBJECT TO Condition 8, above.

11. Model Homes. Deviation (11) seeks relief from the LDC §34-1954(a)(1) requirement regarding model homes and units, to allow model homes and units by right. This DEVIATION IS APPROVED.

12. Connection Separation. Deviation (12) seeks relief from the LDC §10-285(a) requirement to provide a minimum of 660 feet for connection separation between access points on Corkscrew Road, to allow the connections provided for on the MCP. This DEVIATION IS APPROVED, SUBJECT TO following condition:

    a. Prior to local development order approval, the Developer must provide a cross-access easement connecting to the east and west property lines of STRAP#33-46-25-00-00008.0000. The cross-access easement must be recorded in the public records. The access centered 715 feet from the centerline of U.S. 41 may be realigned to an interconnection to the existing median opening 908 feet from U.S. 41 if the interconnection becomes available.

13. Buffers between Uses. Deviation (13) seeks relief from the LDC §34-372(a)(6)g. requirement to provide a minimum width and composition of all proposed buffers along the perimeter of the entire property, as well as between the individual uses, if the types of proposed uses require buffer separations between the different uses within the development, to allow the elimination of buffers between uses within the development. This DEVIATION IS APPROVED.

SECTION D. EXHIBITS AND STRAP NUMBER:

The following exhibits are attached to this resolution and incorporated by reference:

Exhibit A: Legal description and sketch of the property
Exhibit B: Area Map (subject parcel identified with shading)
Exhibit C-1: Master Concept Plan date stamped Received June 7, 2007
Exhibit C-2: Parcel Summary
Exhibit D: Design Elements
Exhibit E: Bonus Density Contract

The applicant has indicated that the STRAP numbers for the property are:

28-46-25-00-00014.0020
28-46-25-00-00015.0000
28-46-25-00-00016.0040
28-46-25-00-00016.0050
28-46-25-00-00017.0000
28-46-25-00-00018.0000
28-46-25-00-00033.0000
28-46-25-00-00033.0010
33-46-25-00-00001.0000
33-46-25-00-00005.0000
33-46-25-00-00006.0000
33-46-25-00-00007.0000
33-46-25-00-00009.0000
33-46-25-00-00010.0000
33-46-25-00-00013.0000

SECTION E. FINDINGS AND CONCLUSIONS:

Rezoning Request:

1. The applicant has proven entitlement to the MPD rezoning by demonstrating compliance with the Lee Plan, the LDC, and other applicable codes and regulations.

2. The MPD rezoning, as approved:

   a. meets or exceeds the performance and locational standards set forth for the potential uses allowed by the request; and,

   b. is consistent with the densities, intensities, and general uses set forth in the Lee Plan; and,

   c. is compatible with existing or planned uses in the surrounding area; and,

d. will not place an undue burden upon existing transportation or planned infrastructure facilities and will be served by streets with the capacity to carry traffic generated by the development; and,

e. will not adversely affect environmentally critical areas or natural resources.

3. The MPD rezoning satisfies the following criteria:

a. the proposed use or mix of uses is appropriate at the subject location; and

b. the recommended conditions to the concept plan and other applicable regulations provide sufficient safeguard to the public interest; and

c. the recommended conditions are reasonably related to the impacts on the public interest created by or expected from the proposed development.

4. Urban services, as defined in the Lee Plan, will be available and adequate to serve the proposed land use.

5. The approved deviations, as conditioned, enhance the achievement of the planned development objectives, and preserve and promote the general intent of LDC Chapter 34, to protect the public health, safety and welfare.

Bonus Density Request:

1. The bonus density request is consistent with the criteria contained in LDC §34-1516(c).

2. The request for bonus density is in compliance with and consistent with the Lee County Lee Plan.

3. The bonus density request includes only property that is zoned for the type of dwelling units to be constructed if the Mixed-Use Planned Development Zoning District is approved.

4. The bonus density request is less than the maximum total bonus density for the Urban Community and Outlying Future Land Use Categories.

5. The proposed development will not have substantially increased intensities of land uses along its perimeter.

6. The project is not located where additional traffic will be required to travel through areas with significantly lower densities before reaching the nearest collector or arterial road.

7. As conditioned by the zoning approval, the development is not in a location where existing and committed public facilities are so overwhelmed that a density increase would be contrary to the overall public interest.

8. The bonus density request, as conditioned, will not decrease any required open space, buffering, landscaping, and preservation areas.

9. The project is located within the Categories 2 and 3 storm surge zone for land-falling hurricanes as depicted in the 1991 Hurricane Storm Tide Atlas for Lee County. The developer will provide appropriate mitigation at the time of local development order approval.

10. The resulting development with the bonus units will be compatible with existing and planned surrounding land uses.

Commissioner Hall made a motion to adopt the foregoing resolution. The motion was seconded by Commissioner Mann. The vote was as follows:

Robert P. Janes	Absent
Brian Bigelow	Aye
Ray Judah	Aye
Tammara Hall	Aye
Frank Mann	Aye

DULY PASSED AND ADOPTED this 4th day of June 2007.

ATTEST:
CHARLIE GREEN, CLERK

BY: Marcia Wilson
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY:
Robert P. Janes, Chair

Approved as to form by:
Donna Marie Collins
County Attorney's Office

BOARD OF COUNTY COMMISSIONERS SEAL LEE COUNTY, FLORIDA

CIRCUIT COURT LEE COUNTY, FLORIDA

State of Florida
County of Lee

I Charlie Green, Clerk of the Circuit Court for Lee County, Florida, do hereby certify this document to be a true and correct copy of the original document filed in the Minutes Department.

Given under my hand and official seal at Fort Myers, Florida, this 6th day of August, A.D. 2007

CHARLIE GREEN, CLERK

By Marcia Wilson
Deputy Clerk

CASE NOS: DCI2005-00041and REZ2006-00018

Z-07-021
Page 14 of 14

Appendix B
Happehatchee Center (Girl Scout House) Designation Report

LEE COUNTY
SOUTHWEST FLORIDA

HISTORIC PRESERVATION PROGRAM
DESIGNATION REPORT
FORM AND/OR APPLICATION

Lee County Planning Division, PO Box 398, Fort Myers, FL 33902
Phone: (239) 533-8585 / FAX: (239) 485-8344

Date Filed:	November 28, 2012	FSF No.	8LL02622	Designation No.	HDC 2012 00005 Happehatchee (Girl Scout House)

This form is for use in nominating or requesting determinations of eligibility for individual properties or districts pursuant to Lee County Land Development Code, Chapter 22, Historic Preservation.

Name of Property

Historic Name: Girl Scout House in Estero – the former location of Camp Caloosa

Other Names/Site Number: Happehatchee Center

Location

Street & Number: 8791 Corkscrew Rd

City, State, Zip: Estero Fl 33928

STRAP Number: 33 46 25 00 00008 0000

Classification

Ownership of Property	Category of Property	Number of Resources within Property		
		Contributing		Non-Contributing
☐ private	X building(s)	1	building(s)	4
☐ public-local	☐ district		sites	
☐ public-state	☐ site		structure	1
☐ public-federal	☐ structure		objects	
	☐ objects	1	TOTAL	5

Official Actions

Date of Petition for Designation: November 28, 2012

Date Designation Report filed with Historic Preservation Board: November 28, 2012

Date of Historic Preservation Board's written Resolution:

Resolution Number:

Date Designation was recorded:

Initiated by:

Designation

X Individual Historic Resource

☐ Individual Archaeological Site

☐ Historic District

☐ Archaeological Zone

☐ Archaeological District

Staff Recommendation:

Staff has reviewed property and on the basis of the attached documentation recommends the LCHPB vote to file the attached designation, direct it to public hearing and subsequently approve the designation of the subject property under Chapter 22 of the Land Development Code

Statement Attached		ATTACHMENTS
YES	NO	
		Designation Report for Individual Buildings or Sites per Lee County Land Development Code (LDC) Chapter 22 Historic Preservation
X		LDC - Sec. 22-202 (1) a - A physical description of the building, structure or site and its character-defining features, accompanied by photographs.
X		Photographs (3"x5" or larger)
X		LDC - Sec. 22-202 (1) b - A statement of the historical, cultural, architectural, archaeological, or other significance of the building, structure, or site as defined by the criteria for designation established by this chapter (see Sec 22-204 Criteria for Designation). The statement could include discussion of specific topics such as, but not limited to period of significance, significant dates, cultural application, architect/builder, significant person.
X		LDC - Sec. 22-202 (1) c - A description of the existing condition of the building, structure, or site, including any potential threats or other circumstances that may affect the integrity of the building, structure, of site.
X		LDC - Sec. 22-202 (1) d - A statement of rehabilitative or adaptive use proposals.
X		LDC - Sec. 22-202 (1) e - A location map, showing relevant zoning and land use information.
X		Map attached
X		LDC - Sec. 22-202 (1) f - The staff's recommendations concerning the eligibility of the building, structure, or site for designation pursuant to this chapter, and a listing of those features of the building's structure or site which require specific historic preservation treatments.

Applicable Criteria (check all that apply)

Section 22-204(a)	x 1	x 2	x3	☐ 4	☐ 5
Section 22-204(b)	x 1	x2	x3	x4	X 5
Section 22-204(c)	x1	x2	☐ 3	☐ 4	☐ 5
Section 22-204(d)	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
Section 22-204(e)	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5

Lee County Land Development Code (LDC)
Chapter 22 - Sec. 22-204. Criteria for Designation.

(a) *Significance generally.* The historic preservation board shall have the authority to designate historic resources based upon their significance in the county's history, architecture, archaeology or culture, or for their integrity of location, design, setting, materials, workmanship, or associations, and because they:

(1) Are associated with distinctive elements of the cultural, social, political, economic, scientific, religious, prehistoric, or architectural history that have contributed to the pattern of history in the community, the county, southwestern Florida, the state, or the nation;

(2) Are associated with the lives of persons significant in our past;

(3) Embody the distinctive characteristics of a type, period, style, or method of construction or are the work of a master; or possess high artistic value or represent a distinguishable entity whose components may lack individual distinction;

(4) Have yielded or are likely to yield information on history or prehistory; or

(5) Are listed or have been determined eligible for listing in the National Register of Historic Places.

(b) *Historical or cultural significance.* A historic resource shall be deemed to have historical or cultural significance if it is:

(1) Associated with the life or activities of a person of importance in local, state, or national history;

(2) The site of a historic event with a significant effect upon the town, county, state, or nation;

(3) Associated in a significant way with a major historic event;

(4) Exemplary of the historical, political, cultural, economic, or social trends of the community in history; or

(5) Associated in a significant way with a past or continuing institution which has contributed substantially to the life of the community.

(c) *Architectural or aesthetic significance.* A historic resource shall be deemed to have architectural or aesthetic significance if it fulfills one or more of the following criteria:

(1) Portrays the environment in an era of history characterized by one or more distinctive architectural styles;

(2) Embodies the characteristics of an architectural style, period, or method of construction;

(3) Is a historic or outstanding work of a prominent architect, designer, or landscape; or

(4) Contains elements of design, detail, material, or craftsmanship which are of outstanding quality or which represented, in its time, a significant innovation, adaptation or response to the south Florida environment.

(d) *Archaeological significance.* A historic resource shall be deemed to have archaeological significance if it meets one or more of the following criteria:

(1) There is an important historical event or person associated with the site;

(2) The quality of the site or the data recoverable from the site is significant enough that it would provide unique or representative information on prehistoric or historical events;

(3) The site was the locus of discrete types of activities such as habitation, religious, burial, fortification, etc.;

(4) The site was the location of historic or prehistoric activities during a particular period of time; or

(5) The site maintains a sufficient degree of environmental integrity to provide useful archaeological data. Such integrity shall be defined as follows:

a. The site is intact and has had little or no subsurface disturbance; or
b. The site is slightly to moderately disturbed, but the remains have considerable potential for providing useful information.

(e) Properties *Not generally eligible.* Properties not generally considered eligible for designation include cemeteries, birthplaces, or graves of historical figures, properties owned by religious institutions or used for religious purposes, structures that have been moved from their original locations, buildings or sites primarily commemorative in nature, reconstructed historic buildings, and properties that have achieved significance less than 50 years prior to the date the property is proposed for designation. However, such properties will qualify if they are integral parts of districts that do meet the criteria described in this section or if they fall within one or more of the following categories:

(1) A religious property deriving primary significance from architectural or artistic distinction of historical importance.

(2) A building or structure removed from its location but which is primarily significant for architectural value, or is the surviving structure most importantly associated with a historic event or person.

(3) A birthplace or grave of a historical figure of outstanding importance if there is no other appropriate site or building directly associated with his productive life.

(4) A cemetery which derives its primary significance from graves of persons of transcendent importance, from age, from distinctive design features, or from association with historic events.

(5) A property primarily commemorative in nature if design, age, tradition, or symbolic value have invested it with its own historical significance.

(6) A building, structure, site, or district achieving significance less than 50 years from the date it is proposed for designation if it is of exceptional historical importance.

LDC - Sec. 22-202 (1) a - A physical description of the building, structure or site and its character-defining features, accompanied by photographs

The subject building, the Girl Scout House and the headquarters for the Happehatchee Center, is located on a long narrow parcel in the Estero Community of unincorporated Lee County. The parcel is rectangular in shape and has roughly 89-ft frontage on Corkscrew Rd and extends northward for roughly 1253 ft

While most of the parcel lies south of the Estero River, it also incorporates a small area north of the river. This area north of the River is accessed by a pedestrian swing bridge and is the location of Ellen Peterson's "River House" which was constructed circa 1980. (Both the swing bridge and the River House are considered non-contributing resources0.

The site south of the river includes the contributing Girl Scout House and the non-contributing: large gazebo/meeting hall, composting toilet and shed.

The contributing building, the Girl Scout House (and the contemporary headquarters for the Happehatchee Center), consists of two long and narrow Army barracks buildings. These were originally located at the Buckingham Army Air Field and were probably constructed in approximately 1943. Subsequently in 1947 these two buildings were moved to their current location and joined together creating intersecting gable roofs resulting in a T-shaped building plan.

The building is a low, single story building featuring metal roofs, horizontal wood siding and awning windows. Maintaining the traditional design of the original barracks, the wings are long and narrow and many of the awning windows appear to be in their original locations – across from each other to maximize cross ventilation. The "top of the T" is the north wing; it is the larger of the two wings—measuring roughly 78-ft long and 20-ft wide. The "leg of the T" is the south wing; it is the smaller of the two wings – measuring roughly 50-ft long and 20-ft wide.

The "top of the T" is the north wing. It accommodates areas used by the Happehatchee Center and the Girl Scouts. It includes a screen porch, a large meeting room, bathrooms, an office, closets and a small meeting room. It is the larger of the two wings—measuring roughly 78-ft long and 20-ft wide.

- The front (west) gable end features an incised screen porch which is accessed from the building by a single front door.
- The rear (east) gable end features a ribbon of three awning windows (3 lights each).
- The long north side features a series of awning widows and roughly at the center of the north elevation is a pair of French doors which open to a handicap ramp. Starting from the east and going west, this north side features a pair of awning windows (2 lights each), a pair of French doors with side lights, a ribbon of three awning windows (3 lights each) a single awning window and a ribbon of three awning windows (3 lights each).
- The south side is where the two wings connect. Towards the west the south side features two pairs of awning windows (3 lights each), and towards the east the south side features a door, and a ribbon of three awning windows (3 lights each).

The "leg of the T" is the south wing. It accommodates a kitchen used by the Happehatchee Center and the caretaker's residence which includes a living/kitchen area, a bedroom and a bathroom. It is the smaller of the two wings – measuring roughly 50-ft long and 20-ft wide.

- The front (west) side features a side gable roof with a front door and three pairs of awning windows (3 lights each). The front door opens to a non-historical flat roofed screen porch
- The rear (east) side features a pair of sliding glass doors, a pair of awning windows, a door and a single awning window.
- The south gable end features a pair of awning windows (3 lights each).

LDC - Sec. 22-202 (1) b - A statement of the historical, cultural, architectural, archaeological, or other significance of the building, structure, or site as defined by the criteria for designation established by this chapter (see Sec 22-204 Criteria for Designation). The statement could include discussion of specific topics such as, but not limited to period of significance, significant dates, cultural application, architect/builder, significant person.

The subject contributing building, the Girl Scout House and the headquarters for the Happehatchee Center, is associated with two significant institutions that have had broad historical and cultural impacts in Lee County: the Buckingham Army Air Field and the Girl Scouts of the USA. It is also associated with a person who is significant to our past in Lee County: Ellen Peterson a well known advocate for the environment and in 2006 the founder of the Happehatchee Center, a contemporary eco-spiritual center.

Buckingham Army Air Field

The current building originally was composed of two buildings that served as barracks at the Buckingham Army Air Field (BAAF) Base in Buckingham. In 1942 the federal government acquired large tracks of lands in the interior of Lee County which became the BAAF. This event had a huge impact on every facet of life in Lee County. During WWII more than 70,000 servicemen from around the country and their families were stationed in Lee County.

Because the United States military had no organized flexible gunnery training program prior to 1942, a unique aspect of the Buckingham Army Air Field was the establishment of a flexible gunnery training program. In 1942, Colonel Delmar T. Spivey was issued $10 million to build a Flexible Gunnery Training School at the Buckingham Army Air Field. When it was established it was the fourth of a total of seven flexible gunnery training facilities in the United States, and the Buckingham AAF was the only facility to support an expanded instructor training program.

At the close of the war in 1945, the Buckingham Flexible Gunnery Training School had graduated over 50,000 gunners. "While the Buckingham AAF was an important training ground for WWII personnel, the establishment of the base also served as a turning point in the social and economic future of Lee County. The base not only brought thousands of military service personnel to the region, it also brought thousands of non-military jobs associated with the construction, service, and hospitality industries. Many new residents moved to Lee County to fill these positions. After the war and the decommissioning of the base, many military and non-military immigrants to Lee County remained, making the region their home." (*Reconnaissance Level Cultural Resource Survey and WWII Feature Inventory for the Buckingham Trail Preserve Property, Lee County, Florida May 2011* Suncoast Archaeological Consultants, Inc-- FMSF report 18475-- page 47).

The BAAF base was meant to be a temporary operation and was dismantled at the end of the war. According to local Girl Scout representatives, two barracks were moved to the subject property in Estero. This would have been in keeping with the disposition of other buildings at the base. For example, "After Tommy Doyle was discharged from the army in 1949, he returned to the Fort Myers area. The old Buckingham AAF property was being dismantled and Doyle got into the business with Charlie Flint. Their new endeavor was moving buildings. They bid on contracts with the army and ended up transporting many of the base's buildings elsewhere." ("*Images of America Buckingham Army Air Field*" by Chris Wadsworth, Matt Johnson and the Southwest Florida Museum of History Arcadia Publishing 2010 Page 100).

Girl Scouts of the USA

The subject parcel was acquired by the local Girl Scouts in 1947. This organization was part of the Girl Scouts of the USA, a national organization founded in 1912. Its mission is to empower girls and to help teach values such as honesty, fairness, courage, compassion, character, sisterhood, confidence, and citizenship through activities including camping, community service, learning first aid, and earning badges by acquiring practical skills.

An entry from the Girl Scout Camp Caloosa Fort Myers Scrap Book # 2 1947 states: "Undated Article G.S. Week Opens Sunday, October 2nd Mrs. Carl Michael Commissioner: 'The Girl Scouts have recently acquired a camp site at Estero and have purchased two buildings from Buckingham which have already been moved to the camp. Funds are now needed to supply the camp with necessary equipment.'"

An entry from the same scrap book states "News Press September 3, 1947 'A camp is being made at Estero under the direction of Ernest P. Raymond, Camp Chairman, for those who enjoy camping and out-of-door life.'"

These two names referenced above: Michael and Raymond also appear on one of the early deeds which states that on November 1st 1954 Dorothy S. Michael and E. P. Raymond, as trustees for the Fort Myers Council of Girl Scouts, an unincorporated association of Fort Myers, deeded over the subject parcel to the Lee County Council of Girl Scouts, a non-profit Florida Corporation.

On February 26, 1960 the Lee County Council of Girl Scouts Inc. changed its name to the Caloosa Council of Girl Scouts, Inc.

On August 15, 1962 the Caloosa Council of Girl Scouts, Inc., as successor to the Lee County Council of Girl Scouts 2225 Broadway, City of Fort Myers, deeded over the parcel to the Gulfcoast Girl Scout Council Inc., a non-profit Florida corporation, 881 General Spaatz, City of Sarasota.

Initially the facility was called a Girl Scout Camp but by 1950 it was known as Camp Caloosa. An entry from the Girl Scout Camp Caloosa Scrap Book #2 states the first reference to the Girl Scout Camp as Camp Caloosa in Estero was in a January 1950 article in the News Press. For years the girl scouts have camped and held meetings and ceremonies at the subject property. The Girl Scout House and the subject site have been linked to the Girl Scouts since it was moved there in 1947.

(However In 1963 the Gulfcoast Girl Scout Council Inc. sold the subject property to Herman and Catherine Polhamus. In 1971 the Gulfcoast Girl Scout Council Inc acquired 80 acres in near SR 31 in North Fort Myers and named that site Camp Caloosa.)

Ellen Person and Happehatchee Center

In November 6, 1972 Ellen Peterson acquired the subject property from Herman and Catherine Polhamus and made it a private retreat used often by small groups, including the Girl Scouts.

Ellen Peterson (December 5, 1923 – October 14, 2011) was a person significant in our past in Lee County principally for her work as an advocate for the environment. Peterson served on several boards and advisory committees among them: the Agency on Bay Management, the Environmental Confederation of Southwest Florida, Save Our Creeks, the Responsible Growth Management Coalition, the Everglades Committee, the Environmental and Peace Education Center and the Calusa Group of the Sierra Club. She founded the Calusa Group in the 1980s and remained its chair until her death. In 2008 she received the John Kaber award from the Everglades Coalition. Also in 2008 Florida Wildlife Federation named her outstanding environmentalist. In 2006 she established the Happehatchee Center on the subject property as a non-profit eco-spiritual center for the Lee County community. In the Seminole language Happehatchee means happy river.

LDC - Sec. 22-202 (1) c - A description of the existing condition of the building, structure, or site, including any potential threats or other circumstances that may affect the integrity of the building, structure, of site.

The Girl Scout House is in good condition. The Happehatchee Center owns the house and is responsible for its maintenance Members of the Happehatchee Center are eager to preserve its historic integrity and have retained an architect to improve handicap accessibility in its bathrooms.

LDC - Sec. 22-202 (1) d - A statement of rehabilitative or adaptive use proposals.

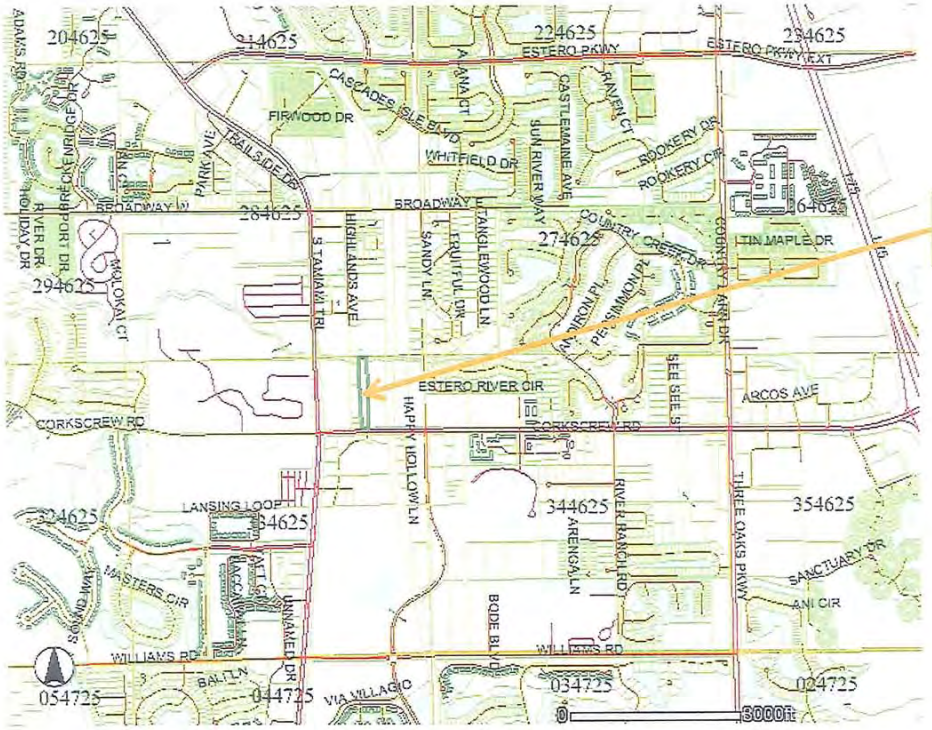
The Happehatchee Center plans to continue using the Girl Scout House as a meeting place for Girl Scouts and other organizations including the Happehatchee Center. Also the building will continue to house a caretaker's residence and the offices of the Happehatchee Center.

The Happehatchee Center has retained an architect to bring the entire site into compliance with Lee County regulations.

LDC - Sec. 22-202 (1) f - The staff's recommendations concerning the eligibility of the building, structure, or site for designation pursuant to this chapter, and a listing of those features of the building's structure or site which require specific historic preservation treatments.

Staff has reviewed property and on the basis of the attached documentation recommends the LCHPB vote to file the attached designation, direct it to public hearing and subsequently approve the designation of the subject property under Chapter 22 of the Land Development Code

HDC2012-0005 – Happehatchee Center 8791 Corkscrew Rd. Estero, FL



HDC2012-0005 – Happehatchee Center 8791 Corkscrew Rd. Estero, FL



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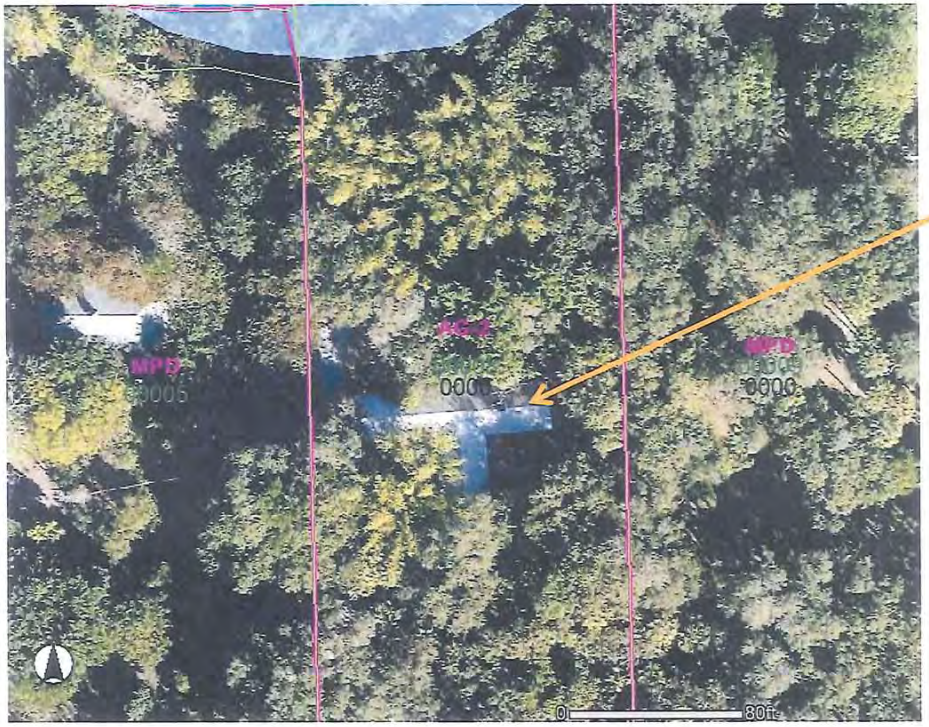
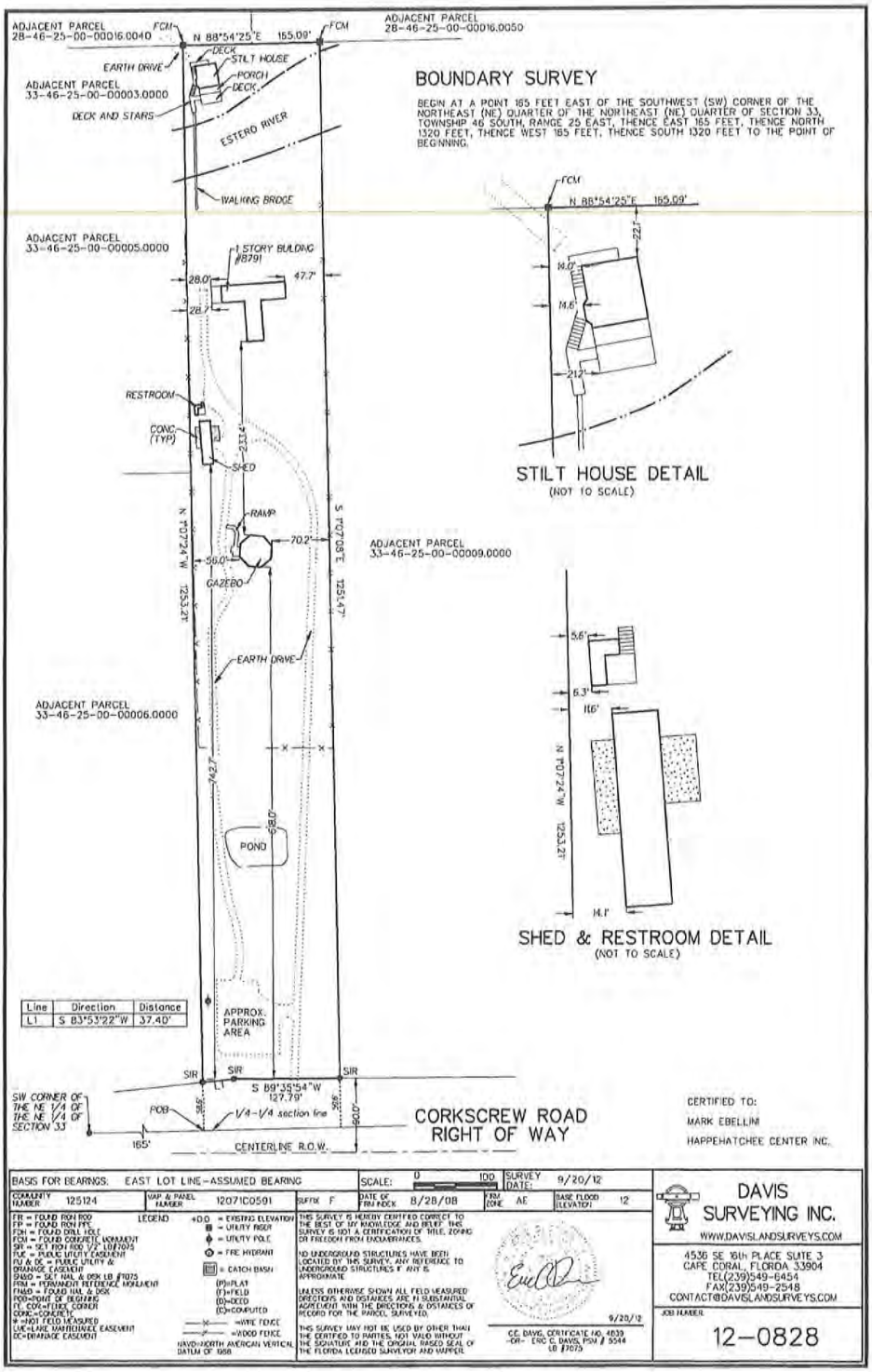
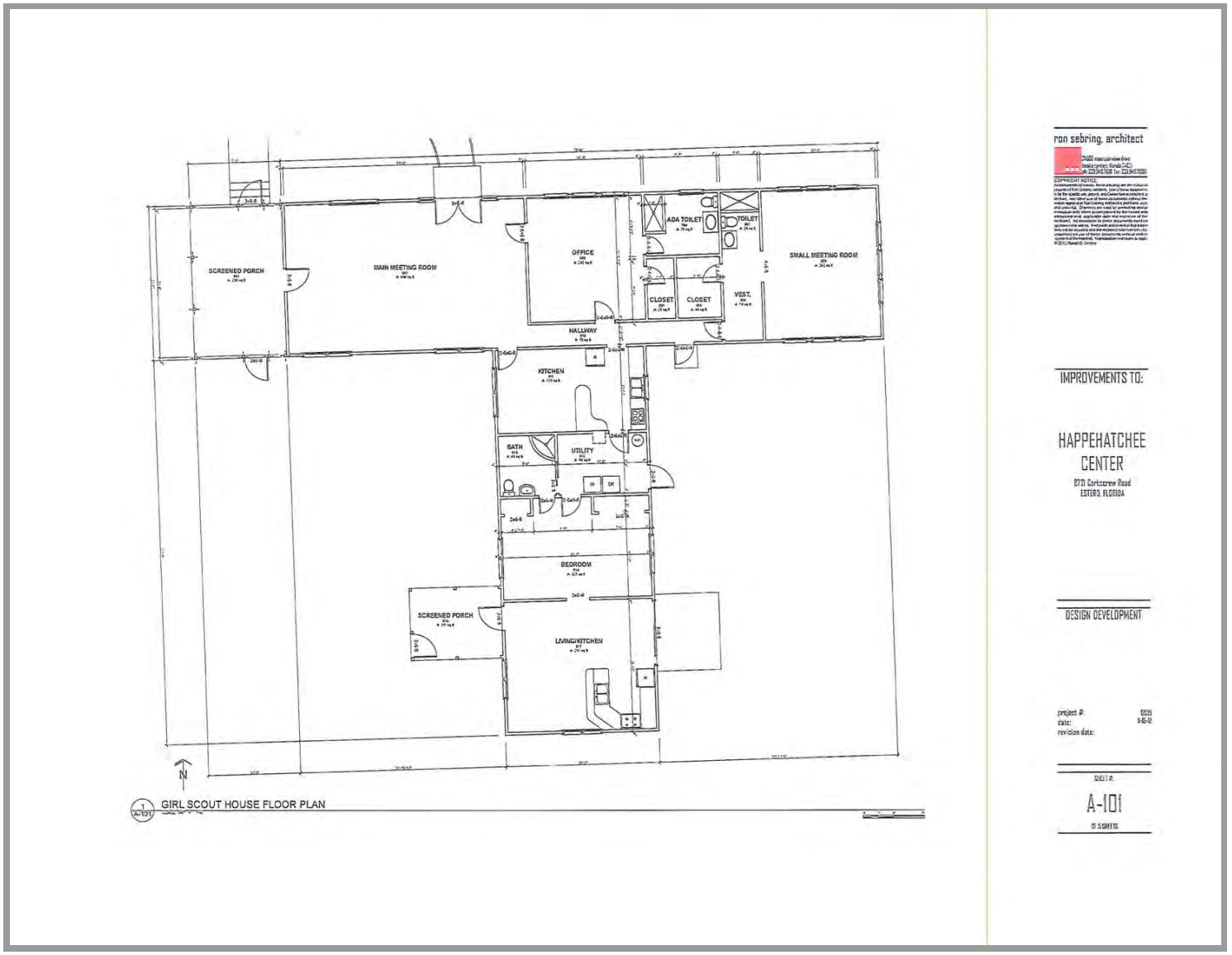



BOUNDARY SURVEY
BEGIN AT A POINT 165 FEET EAST OF THE SOUTHWEST (SW) CORNER OF THE NORTHEAST (NE) QUARTER OF THE NORTHEAST (NE) QUARTER OF SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, THENCE EAST 165 FEET, THENCE NORTH 1320 FEET, THENCE WEST 165 FEET, THENCE SOUTH 1320 FEET TO THE POINT OF BEGINNING.
ADJACENT PARCEL 28-46-25-00-00016.0040
ADJACENT PARCEL 28-46-25-00-00016.0050
ADJACENT PARCEL 33-46-25-00-00003.0000
ADJACENT PARCEL 33-46-25-00-00005.0000
ADJACENT PARCEL 33-46-25-00-00009.0000
ADJACENT PARCEL 33-46-25-00-00006.0000
N 88°54'25"E 165.09'
ESTERO RIVER
WALKING BRIDGE
EARTH DRIVE
DECK AND STAIRS
STILT HOUSE
PORCH
DECK
1 STORY BUILDING #8791
RESTROOM
CONC. (TYP)
SHED
RAMP
GAZEBO
POND
APPROX. PARKING AREA
S 89°35'54"W 127.79'
SW CORNER OF THE NE 1/4 OF THE NE 1/4 OF SECTION 33
POB
1/4-1/4 section line
CENTERLINE R.O.W.
CORKSCREW ROAD RIGHT OF WAY
STILT HOUSE DETAIL
(NOT TO SCALE)
SHED & RESTROOM DETAIL
(NOT TO SCALE)
Line | Direction | Distance
L1 | S 83°53'22"W | 37.40'
CERTIFIED TO:
MARK EBELLIM
HAPPEHATCHEE CENTER INC.
BASIS FOR BEARINGS: EAST LOT LINE-ASSUMED BEARING
SCALE: 0 100
SURVEY DATE: 9/20/12
COMMUNITY NUMBER 125124
MAP & PANEL NUMBER 12071C0591
SUFFIX F
DATE OF FIRM INDEX 8/28/08
FIRM ZONE AE
BASE FLOOD ELEVATION 12
DAVIS SURVEYING INC.
WWW.DAVISLANDSURVEYS.COM
4536 SE 16th PLACE SUITE 3
CAPE CORAL, FLORIDA 33904
TEL(239)549-6454
FAX(239)549-2548
CONTACT@DAVISLANDSURVEYS.COM
JOB NUMBER
12-0828



ron sebring, architect

IMPROVEMENTS TO:

HAPPEHATCHEE CENTER

8721 Corkscrew Road
ESTERO, FLORIDA

DESIGN DEVELOPMENT

project #:
date:
revision date:

SHEET #:

A-101

OF 5 SHEETS

HDC2012-0005 Happehatchee (Girl Scout Camp)
8791 Corkscrew Rd. Estero FL – Girl Scout House



North wing – front (west) screened porch incised under the main roof

North wing – north side elevation





North wing – north side elevation

HDC2012-0005 Happehatchee (Girl Scout Camp)
8791 Corkscrew Rd. Estero FL – Girl Scout House



North wing – front screened porch incised under the main roof

North wing – South side and front screened porch incised under the main roof





Intersection of North and South wings

HDC2012-0005 Happehatchee (Girl Scout Camp)
8791 Corkscrew Rd. Estero FL – Girl Scout House



South wing: west side elevation with flat roofed porch (caretaker's residence)



South wing – gable end

HDC2012-0005 Happehatchee (Girl Scout Camp)
8791 Corkscrew Rd. Estero FL – Girl Scout House



South wing: south gable end and east elevation



Visible T – intersection of North and South wings (east side)



North wing (south side)



North wing gable end, which is the east elevation

HDC2012-0005 Happehatchee (Girl Scout Camp)
8791 Corkscrew Rd. Estero FL – Girl Scout House



Interior – Large Meeting Room in the north wing



Interior – Small Meeting Room in the north wing



Interior – Kitchen in the south wing



Interior – Kitchen in the caretaker's residence south wing

HDC2012-0005 Happehatchee (Girl Scout Camp)
8791 Corkscrew Rd. Estero FL



Vegetation on the site

Outdoor plant nursery





Entrance from Corkscrew Rd

Parking area at the front near Corkscrew Rd



HDC2012-0005 Happehatchee (Girl Scout Camp)
8791 Corkscrew Rd. Estero FL
Non-Contributing Structures



Composting toilet facility

Gazebo / Meeting Hall





Gazebo / Meeting Hall

Shed



HDC2012-0005 Happehatchee (Girl Scout Camp)
8791 Corkscrew Rd. Estero FL – Girl Scout House
Non-Contributing Structures



Swinging pedestrian bridge across Estero River

"Ellen's River House" - Single family house across and north of the Estero River







Lee County Property Appraiser

Tax Year

Next Lower Parcel Number Next Higher Parcel Number Tangible Accounts Tax Estimator Tax Bills Print

Property Data for Parcel 33-46-25-00-00008.0000

Owner Of Record

HAPPEHATCHEE CENTER INC
PO BOX 305
ESTERO FL 33929

Site Address

8791 CORKSCREW RD
ESTERO FL 33928

Legal Description

N 1320 FT OF E 165 FT OF W
329 FT OF NE 1/4 OF NE 1/4
LESS CORKSCREW RD

Classification / DOR Code

ORPHANAGES, NON-PROFIT SERVICE / 75

[Tax Map Viewer]



[Pictometry Aerial Viewer]

Image of Structure



Photo Date April of 2012

Property Values (2012 Tax Roll)

Just	300,004
Assessed	300,004
Portability Applied	0
Cap Assessed	300,004
Taxable	0
Cap Difference	0

Exemptions

Homestead / Additional	0 / 0
Widow / Widower	0 / 0
Disability	0
Wholly	0
Senior	0
Agriculture	0

Attributes

Land Units Of Measure	AC
Units	4.82
Frontage	0
Depth	0
Total Number of Buildings	2
Total Bedrooms / Bathrooms	4 / 3.0
Total Living Area	3,996
1st Year Building on Tax Roll	1941
Historic District	No

+ Taxing Authorities

+ Sales / Transactions

+ Building/Construction Permit Data

http://www.leepa.org/Display/DisplayParcel.aspx?STRAP=33462500000080000&AppraisalDetails=True 11/13/2012

+ Solid Waste (Garbage) Roll Data

+ Flood and Storm Information

− Appraisal Details

Land

Land Tracts

Use Code	Use Code Description	Depth	Frontage	Number of Units	Unit of Measure
800	Multi-Family, Less than 10 Units	0	0	4.82	Acres

Buildings

Building 1 of 2

Building Characteristics

Improvement Type	Model Type	Stories	Bedrooms	Bathrooms	Year Built	Effective Year Built
97 - Cottage/Bungalow	1 - single family residential	1.0	2	2.0	1941	1941

Building Subareas

Description	Heated / Under Air	Area (Sq Ft)
BAS - BASE	Y	2,620
FSP - FINISHED SCREEN PORCH	N	240
FSP - FINISHED SCREEN PORCH	N	120

Building Features

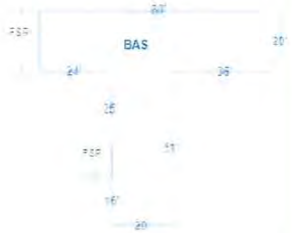
Description	Year Added	Units
SHED - POLE	2000	432

Building Front Photo

Building Footprint



Photo Date : April of 2012



Building 2 of 2

Building Characteristics

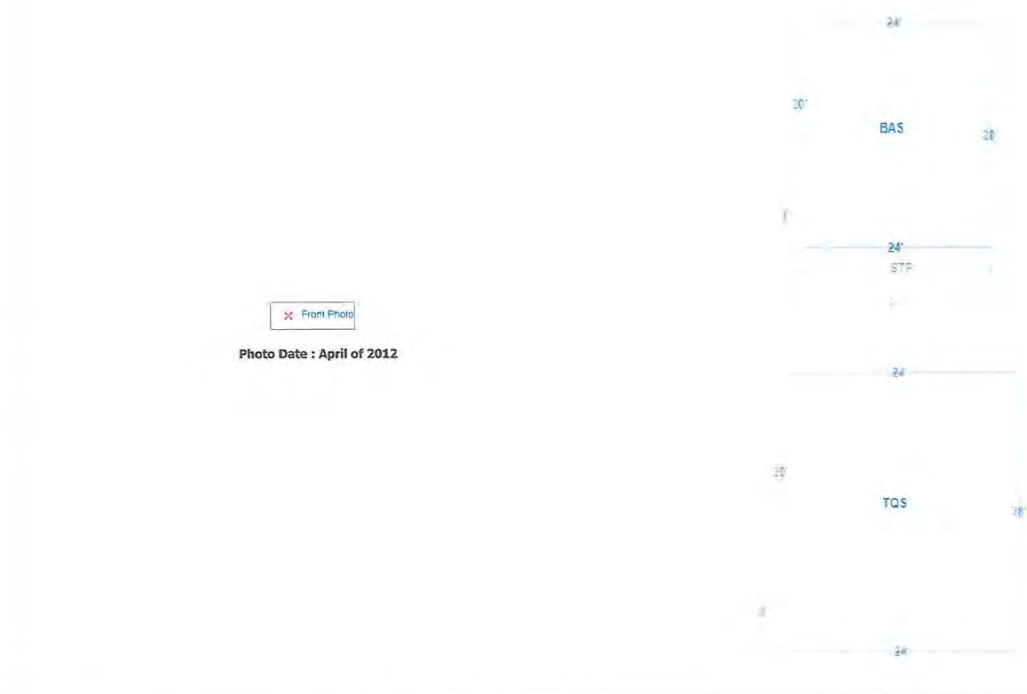
Improvement Type	Model Type	Stories	Bedrooms	Bathrooms	Year Built	Effective Year Built
103 - Split Entry/Raised Ranch	1 - single family residential	1.8	2	1.0	1980	1980

Building Subareas

Description	Heated / Under Air	Area (Sq Ft)
BAS - BASE	Y	688
STP - STOOP	N	168
TQS - THREE QUARTER STORY	Y	688

Building Front Photo

Building Footprint



Front Photo

Photo Date : April of 2012

TRIM (proposed tax) Notices are available for the following tax years
[2007 2008 2009 2010 2011 2012]

Next Lower Parcel Number | Next Higher Parcel Number | New Query | Search Results | Home

HAPPEHATCHEE CENTER
Aerial 1953



girl scouts of gulfcoast florida

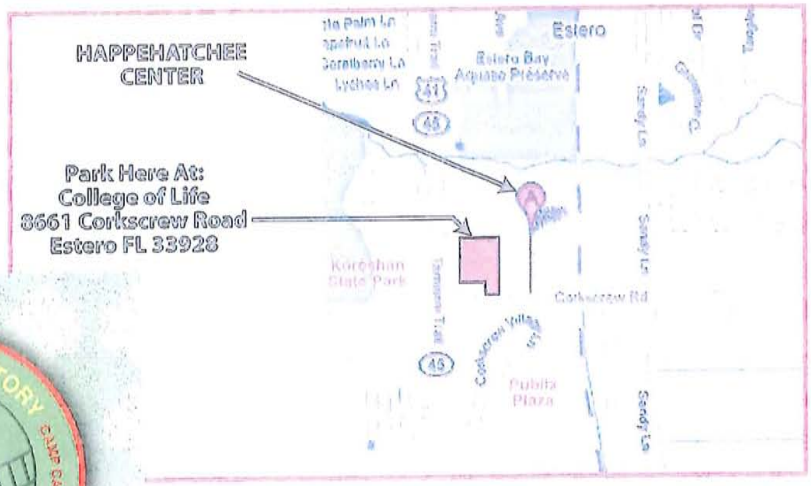
Bridging History

1947 - 2011



Yesterday .....

& Today .....

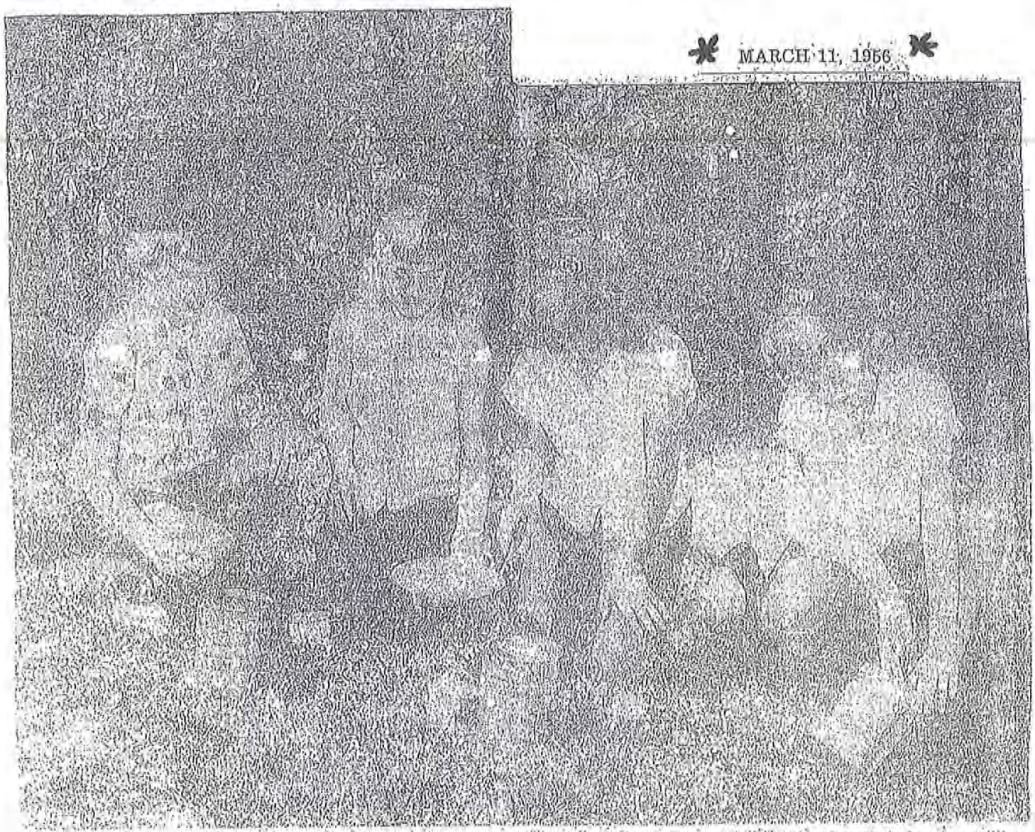






Camp Caloosa NEWS PRESS

* MARCH 11, 1956 *



OUT OF DOORS, National Girl Scout Week will be observed today through Saturday in United States by more than two million members. Organization was founded 44 years ago. Here, practicing on buddy burners and tin can stoves for weekend camping trip to Camp Caloosa, Estero, are (left to right) Faye Johnson, Clara Johnson, Georgia Mae Williams and Barbara Daniels, Tice Troop 6.

Camp Caloosa

Estero FMSB #2 1947 — **FMSB Denotes Fort Myers Scrap Book**

Undated Article — **G.S. Week Opens Sunday, October 2nd**

Mrs. Carl Michael Commissioner
"The Girl Scouts have recently acquired a camp site at Estero and have purchased two buildings from Buckingham which have already been moved to the camp. Funds are now needed to supply the camp with necessary equipment."
- G.S. Drive begins Sun. October 26th. First time the girl scouts have put on an independent drive. House to house canvas during the week and personal canvas booths set up by Senior Troop and Mariners.

FMSB #2 1947 — **News Press – September 3, 1947**

A camp is being made at Estero under the direction of Ernest P. Raymond, Camp Chairman, for those who enjoy camping and out-of-door life.

FMSB #2 Dec. 1947 — **First Troop to Visit Estero Campsite**

G.S. Troop 6 visited their new camp at Estero yesterday spending most of the day exploring the grounds and cooking their dinner.

G.S. attending: Betty Lou Bobbitt, Lyn Mary Cox, Marlene Ennis, Shirley Harden, Bonnie Holmes, Charlene Hopper, Trudy Mills, Nancy Wiltshire, Louise Wolcott, Nancy Young. Leaders: Mrs. Walter Ennis, Mrs. Wayne McKill, Margaret Tucker, 1st class scout helped.

FMSB #2 Sept. 16 1948 — **News Press – Camp Training For Leaders**

27 leaders taking training. Today marks final day. "Tomorrow an all day session of camp training will be held at the Girl Scout Camp at Estero."

FMSB #2
Dec. 5
1948 **News Press Fund Drive Article**

Budget for 1948
$600 Maintenance and equipment at 5 acre Estero camp.

FMSB #2
10/30
1949 **News Press – Girls Scout Week Activities**

Nov. 5, 1949 Camporee at Estero camp.

FMSB #2
Jan.
1950 **News Press**

1st Mention of Name: "Leaders will also enjoy outdoors at Camp Caloosa. The group will leave for Camp Caloosa at Estero."

FMSB#2
1950
2/2/50 **News Press**

The camp committee reported a successful camp licensing course at Camp Caloosa held last weekend. The camp is located at Estero River.

FMSB#2
1950
3/12/50 **News Press**

All troops in Lee County G.S. Council sold cookies. The money earned is to be used for the troop camp fund.

FMSB#2
1950
12/9/50 News Press

Miss Martha Kurtz, who acted as delegate for the council at the Juliette Low Regional Conference held in November in Miami, met with Miss Marion Barrett, National Camp Advisor, who made recommendations as to the use and development of the Scout Camp at Estero. Among them were the planting of the hedge along both property lines from road to river and the breakdown of the camp quarters into smaller units.

FMSB#4
1953
1/30/53 News Press – Fri. Jan. 30, 1953

At the G.S. Council dinner, President Charlotte Kinzie, presented certificates of appreciation from the council to Hugh Wilby for faithful service in taking care of Camp Caloosa.

FMSB#3
1954 3/54 News Press – March 31, 1954 Board Meeting

Mrs. Singleton, Camp Chairman, said about 100 girls had used the camp at Estero during the last month. Mrs. O'Kelley (Lee Staff) reported that the camp was now filled until the 2nd week in May. Extensive repairs to the building and purchase of four portable tables were voted by the board. Facilities for washing and showers are being improved.

FMSB#3
1954 News Press – Aug. 1954 Kiwanis Club Aids Girl Scouts

Kiwanis clubbers Wednesday built a new shower stall, mowed grass, cleared and cleaned up Camp Caloosa, the Lee County Council of Girl Scouts camp near Estero. Ray Tipton and Abbott Kagan were in charge of the work details.

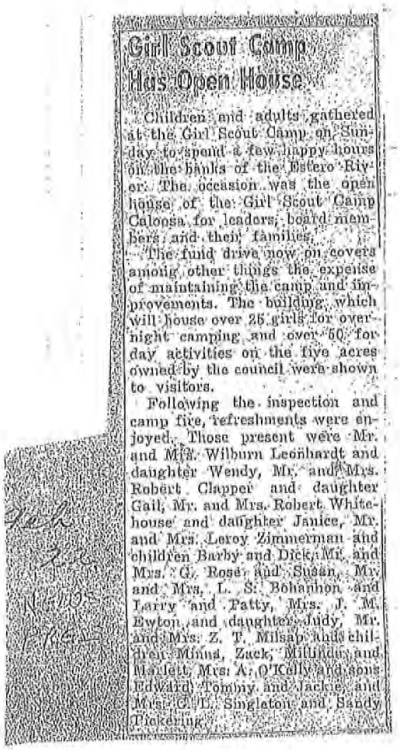
1954
Aug. 27

The Scout Board voted to investigate the cost and possibility of further cleaning land around the Estero G.S. Camp which the Kiwanis Club cleaned up last week. The work will be attempted one acre at a time.

FMSB#3
1954 Oct.29 – News Press

At the fall meeting of Lee County G.S. Council, Dr. Abbott Kagan reported that a new area at the G.S. camp at Estero has been cleared and was ready for tent camping.

FMSB#3
1955 2/22 Estero 1955
Camp Caloosa
Open House



Girl Scout Camp Has Open House

Children and adults gathered at the Girl Scout Camp on Sunday to spend a few happy hours on the banks of the Estero River. The occasion was the open house of the Girl Scout Camp Caloosa for leaders, board members and their families.

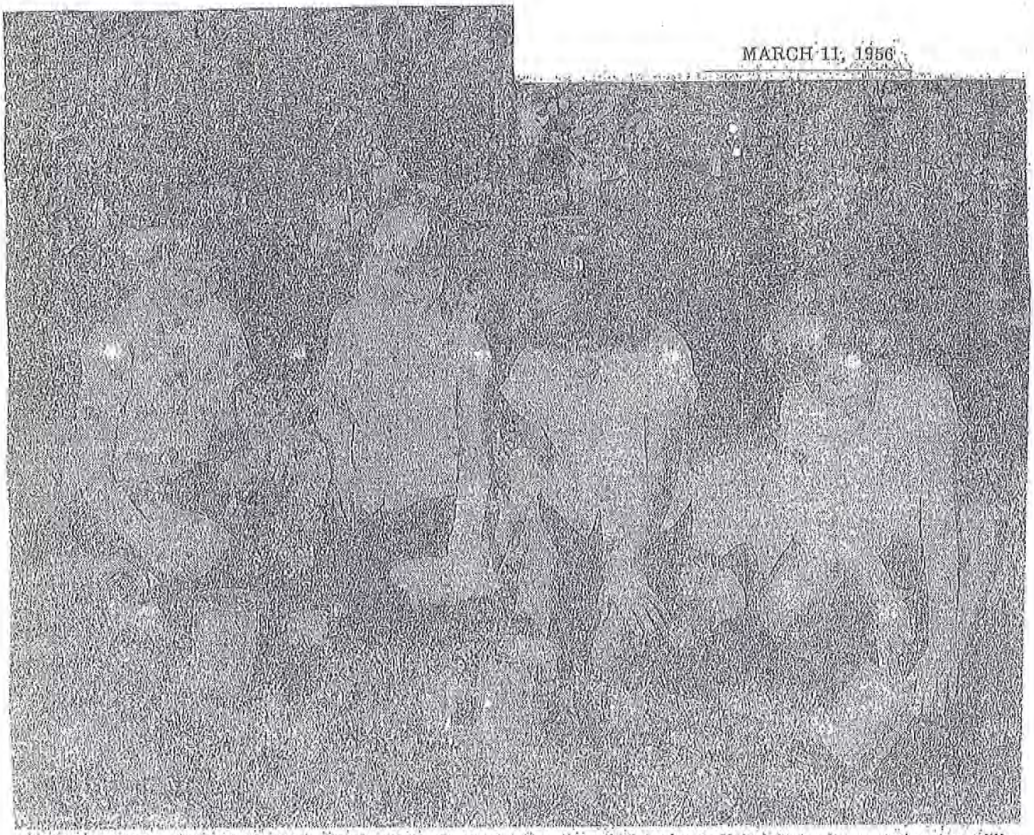
The fund drive now on covers among other things the expense of maintaining the camp and improvements. The building, which will house over 25 girls for overnight camping and over 50 for day activities on the five acres owned by the council were shown to visitors.

Following the inspection and camp fire, refreshments were enjoyed. Those present were Mr. and Mrs. Wilburn Leonhardt and daughter Wendy, Mr. and Mrs. Robert Clapper and daughter Gail, Mr. and Mrs. Robert Whitehouse and daughter Janice, Mr. and Mrs. Leroy Zimmerman and children Barby and Dick, Mr. and Mrs. G. Rose and Susan, Mr. and Mrs. L. S. Bohannon and Larry and Patty, Mrs. J. M. Ewton and daughter Judy, Mr. and Mrs. Z. T. Milsap and children Mimi, Zack, Millinda and Marlett, Mrs. A. O'Kelly and sons Edward, Tommy and Jackie and Mrs. C. L. Singleton and Sandy Pickering.

FMSB#4
1956 3/11 News Press

1956 Camp Caloosa FMSB#4
News Press

MARCH 11, 1956



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FMSB#4
1957 News Press – April 19, 1957

Troop #1 of Immokalee Girl Scouts went on a camping trip over the weekend at Camp Caloosa at Estero.

Master File
BOD Minutes
1963 2/14/63

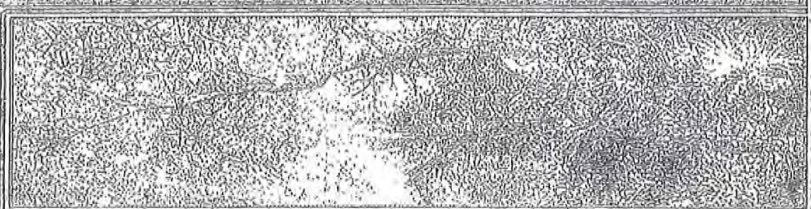
An offer has been received for $9,500, which in Mr. Ellis's opinion, should be accepted. Due to the lack of a quorum, no action was taken.

Master File
BOD Minutes
4/11/63

Mrs. Vernon Peoples read a resolution concerning the sale of the Estero property for $9,500. Motion Passed.

G.S. Camp at Estero

Happehatchee Center



Home
About Us
History
Classes & Circles
Volunteers
Happe Blog
Online Community
Photos
Links We Love
Donations
Directions
Contact Us

Happehatchee History

About Happehatchee



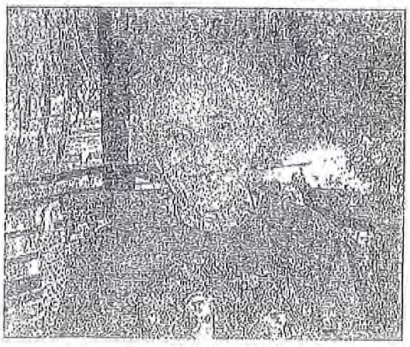
Happehatchee is a Seminole word for Happy River (hatchee—means "river.") The land that Happehatchee occupies was originally part of the Koreshan settlement—a sect that arrived in Estero in the early 1900's.

The Koreshan's believed that the human population lived on the inside of a great sphere. The land was originally occupied with citrus groves situated along the river to take advantage of the possibility of shipping citrus crops through the Florida waterways to different markets.

The Koreshan's were followed by a series of small farmers, and eventually the five acres were purchased by the Girl Scout Council in the 1940's. When Page Field was dismantled at the end of WWII the Council purchased two barracks and moved them on to the land to establish the Girl Scout Camp.

Buckingham Army Air

The Girl Scouts by commercial eventually sold the property in the 1960's to move it to a larger location in North Ft Myers. The property was then purchased by a family from Key West who wanted to have a "northern retreat." That family then sold the property to Ellen Peterson (pictured right) in 1972. It remained a private retreat used often by small groups for celebrations of nature.



In 2005 Ellen began to conceive of Happehatchee as being worthy of preservation for use by groups who were environmentally and spiritually friendly. It became apparent because of the intense development in the vicinity and the imminent danger of being swallowed up by those interests. The decision was made to gather like-minded people together to discuss the future use of the property, and decision was made to form a non-profit corporation designed to further eco-spiritual endeavors.

Nature Angels

Each season we honor people who have contributed their time and talents to the Happehatchee Center.

Our Volunteers

Contact Us

8791 Corkscrew Rd.
Estero, FL 33928

Call 239 206 4393

Email Us
Map & Directions

Camp Caloosa

A Board was established which consists of five officers:
President: Ellen Peterson
First Vice President: Genelle Grant
Second Vice President: Ann Smith
Secretary: Ruth Fotovat
Treasurer: Lesa Hansen
Member: Bobbielee Grunlinger
Member: Caroline Ravelo

It is organized exclusively for charitable, religious, literary, educational, and scientific purposes. Happehatchee's main focus is to establish and operate an educational and environmental conference center to achieve charitable aims.

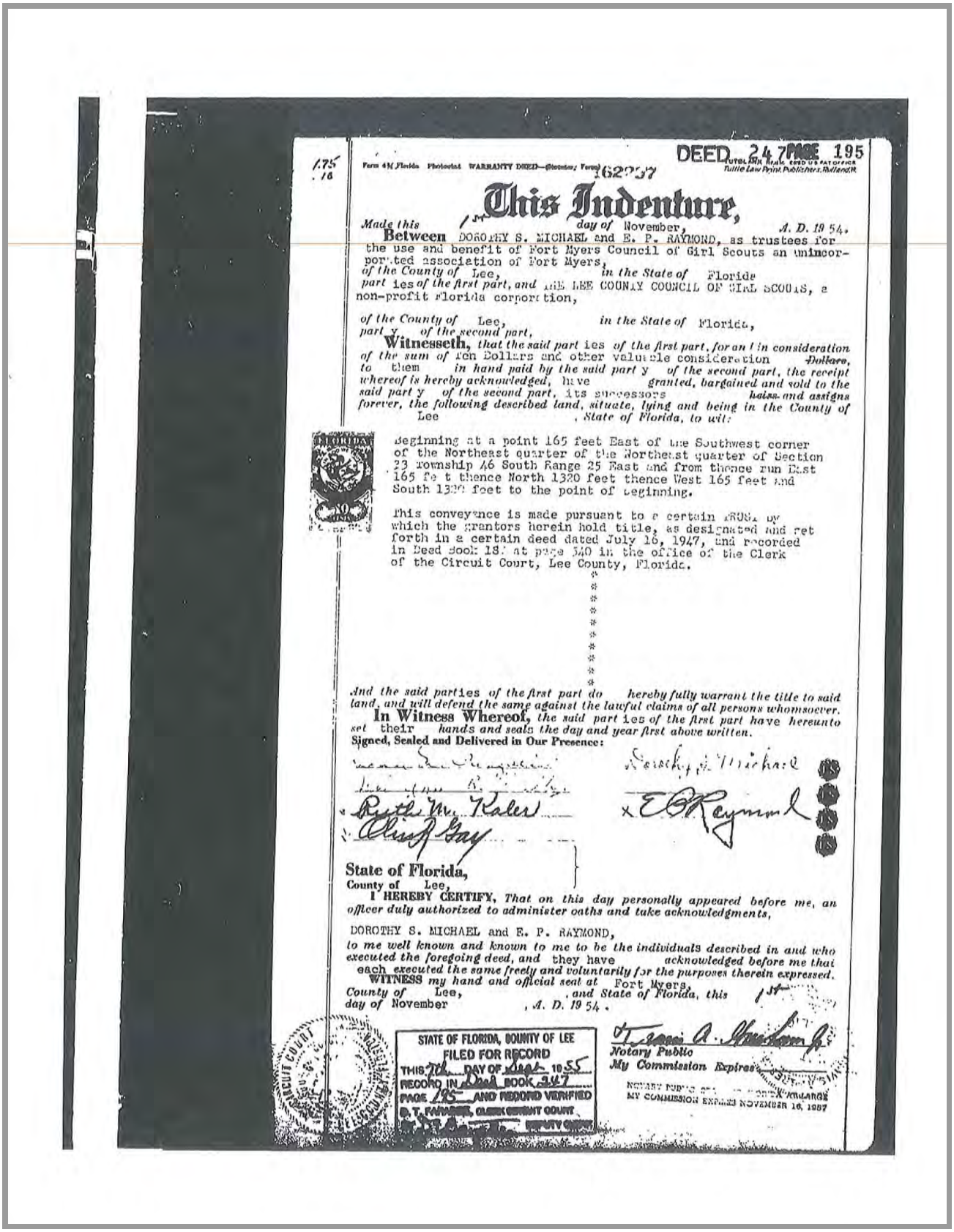
Here at Happehatchee we will sponsor or host activities such as meditation and healing groups, instructional groups, workshops and seminars (like Native American sweat lodges, Gather the Women Groups, Magnificence of Circle Learning groups, research on environmental sustainability and healing methods, leadership training, educational and psychological counseling and training, and activities for children focused on nature.

In addition, Happehatchee Center plans cooperative involvements with organizations such as the Coalition of Immokalee Workers, interfaith alliances and other similar social justice activates.

No portion of the net earnings will go to benefit or be distributed to its Directors, Officers, or other private persons. It will be authorized to pay reasonable compensation for services rendered and make payments only to pursue our activities.

Click to find out more information About Happehatchee.





1.75
.16

Form 4M Florida Photostat WARRANTY DEED—(Statutory Form) 162237

DEED 247 PAGE 195

TUTTLE LAW PRINT, PUBLISHERS, RUTLAND, VT.

This Indenture,

Made this 1st *day of* November, *A. D. 19* 54.

Between DOROTHY S. MICHAEL and E. P. RAYMOND, as trustees for the use and benefit of Fort Myers Council of Girl Scouts an unincorporated association of Fort Myers,

of the County of Lee, *in the State of* Florida

part ies *of the first part, and* THE LEE COUNTY COUNCIL OF GIRL SCOUTS, a non-profit Florida corporation,

of the County of Lee, *in the State of* Florida,

part y *of the second part,*

Witnesseth, *that the said part* ies *of the first part, for and in consideration of the sum of* Ten Dollars and other valuable consideration ~~Dollars,~~ *to* them *in hand paid by the said part* y *of the second part, the receipt whereof is hereby acknowledged,* have *granted, bargained and sold to the said part* y *of the second part,* its successors ~~heirs~~ *and assigns forever, the following described land, situate, lying and being in the County of* Lee *, State of Florida, to wit:*

Beginning at a point 165 feet East of the Southwest corner of the Northeast quarter of the Northeast quarter of Section 23 Township 46 South Range 25 East and from thence run East 165 feet thence North 1320 feet thence West 165 feet and South 1320 feet to the point of beginning.

This conveyance is made pursuant to a certain TRUST by which the grantors herein hold title, as designated and set forth in a certain deed dated July 16, 1947, and recorded in Deed Book 187 at page 540 in the office of the Clerk of the Circuit Court, Lee County, Florida.

*
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*

*And the said part*ies *of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.*

In Witness Whereof, *the said part* ies *of the first part have hereunto set* their *hands and seals the day and year first above written.*

Signed, Sealed and Delivered in Our Presence:

[illegible] Dorothy S. Michael

[illegible]

Ruth M. Kaler x E P Raymond

Clint Gay

State of Florida,
County of Lee,

I HEREBY CERTIFY, *That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,*

DOROTHY S. MICHAEL and E. P. RAYMOND,

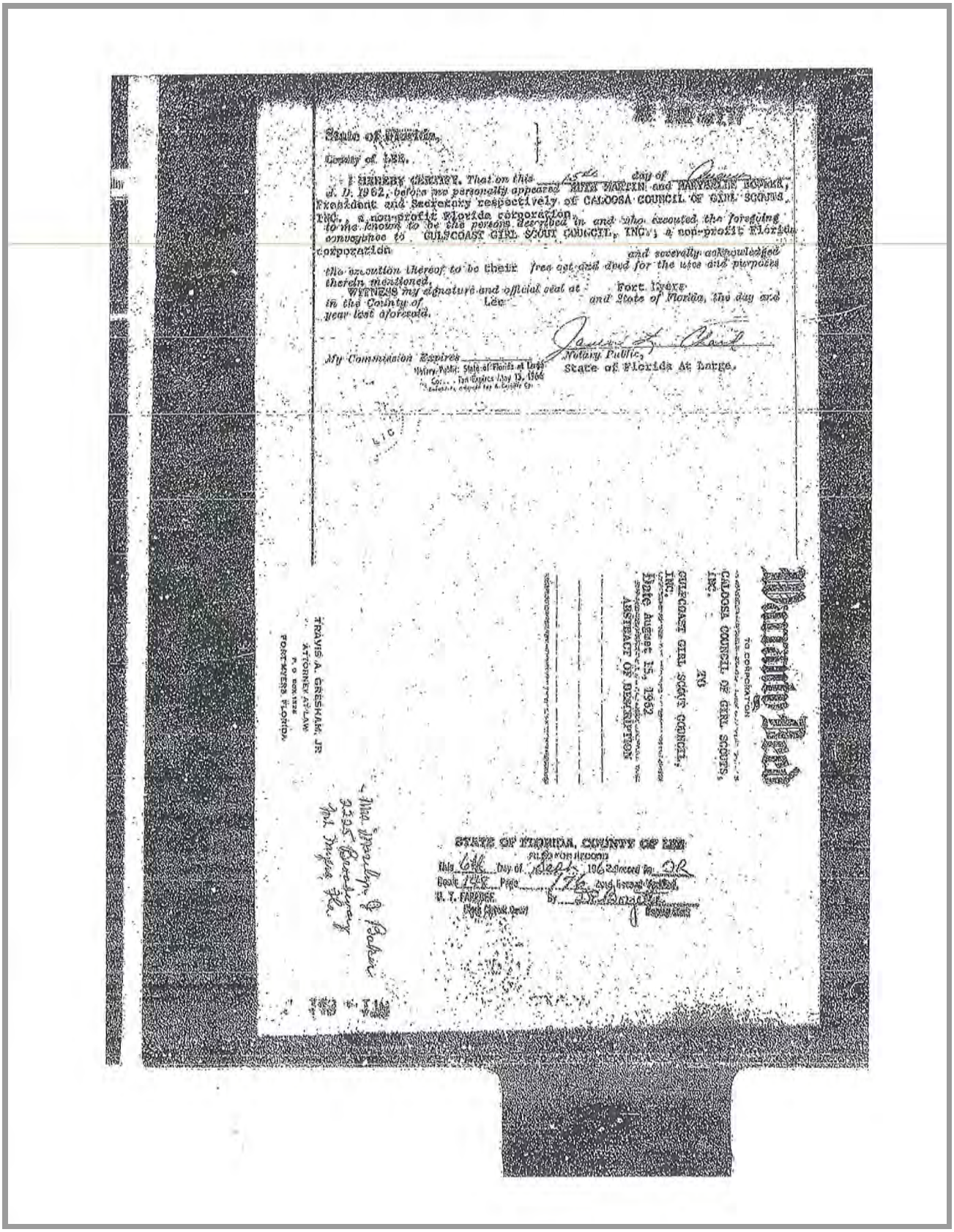
to me well known and known to me to be the individuals described in and who executed the foregoing deed, and they have *acknowledged before me that* each *executed the same freely and voluntarily for the purposes therein expressed.*

WITNESS *my hand and official seal at* Fort Myers, *County of* Lee, *, and State of Florida, this* 1st *day of* November *, A. D. 19* 54.

STATE OF FLORIDA, COUNTY OF LEE
FILED FOR RECORD
THIS 7th DAY OF Sept 1955
RECORD IN Deed BOOK 247
PAGE 195 AND RECORD VERIFIED
D. T. FARABEE, CLERK CIRCUIT COURT
BY [illegible] DEPUTY CLERK

[illegible]
Notary Public
My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOVEMBER 16, 1957



State of Florida,

County of LEE.

I HEREBY CERTIFY. That on this 15th day of August A. D. 1962, before me personally appeared RUTH MARTIN and MARYSELLE BOWMAN, President and Secretary respectively of CALOOSA COUNCIL OF GIRL SCOUTS, INC., a non-profit Florida corporation, to me known to be the persons described in and who executed the foregoing conveyance to GULFCOAST GIRL SCOUT COUNCIL, INC., a non-profit Florida corporation and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

WITNESS my signature and official seal at Fort Myers in the County of Lee and State of Florida, the day and year last aforesaid.

My Commission Expires _____ Notary Public, State of Florida At Large.

Notary Public, State of Florida at Large
Co... Ten Expires May 13, 1966
Bonded by A. Casualty Co.

Warranty Deed

TO CORPORATION

CALOOSA COUNCIL OF GIRL SCOUTS, INC.

TO

GULFCOAST GIRL SCOUT COUNCIL, INC.

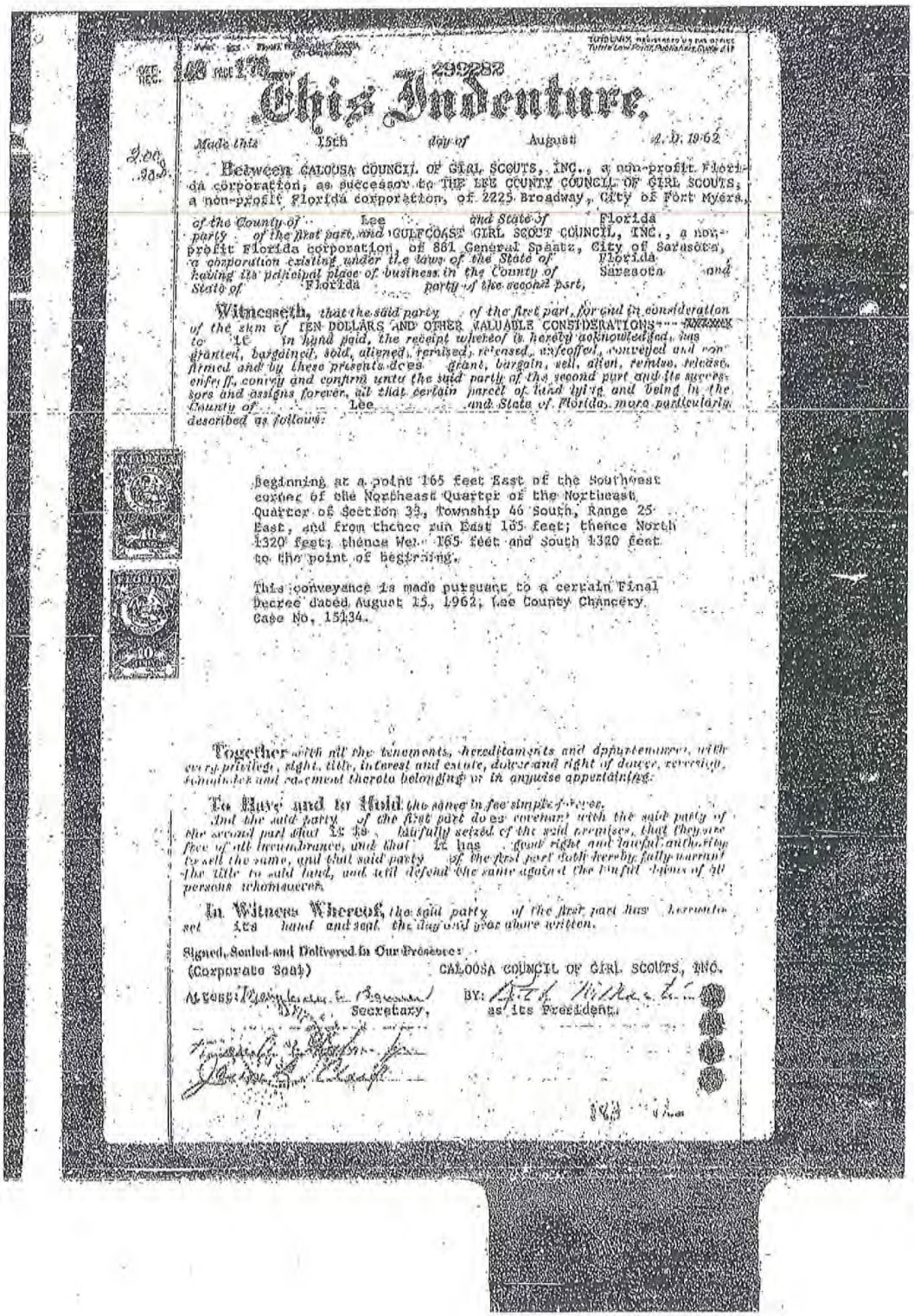
Date August 15, 1962

ABSTRACT OF DESCRIPTION

TRAVIS A. GRESHAM, JR
ATTORNEY AT LAW
P. O. BOX 1328
FORT MYERS, FLORIDA

STATE OF FLORIDA, COUNTY OF LEE
FILED FOR RECORD
This 6th Day of Sept 1962 Record by DR
Book 148 Page 176 and Record Verified
U. T. FARRIER By DR Bergeth
Clerk Circuit Court Deputy Clerk

Mrs. Marilyn J. Baker
2225 Broadway
Fort Myers, Fla.



This Indenture,

Made this 15th day of August A. D. 19 62

Between CALOOSA COUNCIL OF GIRL SCOUTS, INC., a non-profit Florida corporation, as successor to THE LEE COUNTY COUNCIL OF GIRL SCOUTS, a non-profit Florida corporation, of 2225 Broadway, City of Fort Myers, of the County of Lee and State of Florida party of the first part, and GULFCOAST GIRL SCOUT COUNCIL, INC., a non-profit Florida corporation, of 881 General Speatz, City of Sarasota, a corporation existing under the laws of the State of Florida having its principal place of business in the County of Sarasota and State of Florida party of the second part,

Witnesseth, that the said party of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and confirmed and by these presents does grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm unto the said party of the second part and its successors and assigns forever, all that certain parcel of land lying and being in the County of Lee and State of Florida, more particularly described as follows:

Beginning at a point 165 feet East of the Southwest corner of the Northeast Quarter of the Northeast Quarter of Section 33, Township 46 South, Range 25 East, and from thence run East 165 feet; thence North 1320 feet; thence West 165 feet and South 1320 feet to the point of beginning.

This conveyance is made pursuant to a certain Final Decree dated August 15, 1962, Lee County Chancery Case No. 15134.

Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining.

To Have and to Hold the same in fee simple forever.

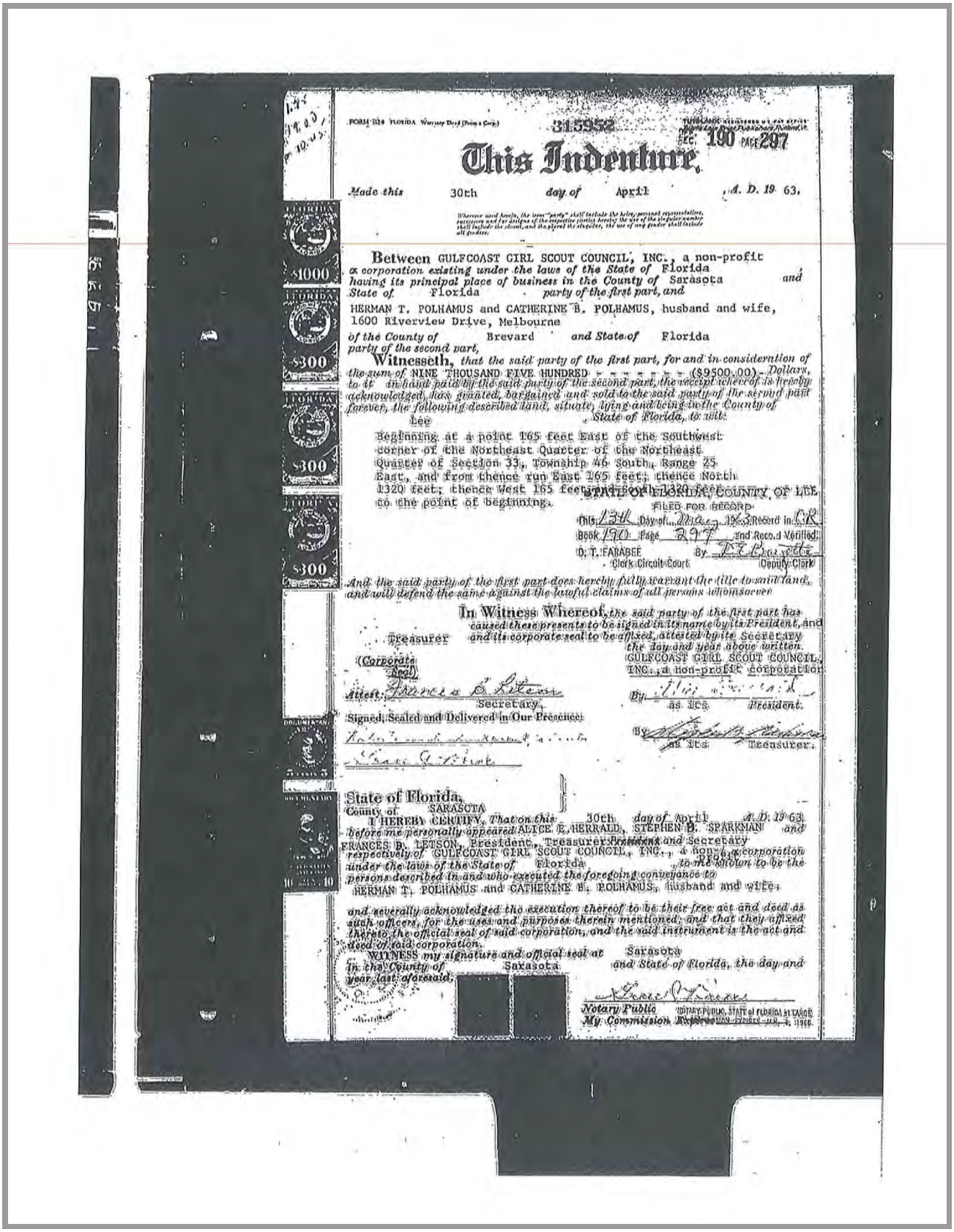
And the said party of the first part does covenant with the said party of the second part that it is lawfully seized of the said premises, that they are free of all incumbrance, and that it has good right and lawful authority to sell the same, and that said party of the first part doth hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has hereunto set its hand and seal the day and year above written.

Signed, Sealed and Delivered in Our Presence:

(Corporate Seal) CALOOSA COUNCIL OF GIRL SCOUTS, INC.

Attest: [illegible] Secretary, BY: [illegible] as its President.



FORM 1124 FLORIDA Warranty Deed (From a Corp.)

315952

TUTTLE LAW REGISTERED U.S. PAT. OFFICE
Sanford Lake Front Publishers, Rutland, Vt.

REC. 190 PAGE 297

This Indenture,

Made this 30th *day of* April *, A. D. 19* 63,

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereby the use of the singular number shall include the plural, and the plural the singular, the use of any gender shall include all genders.

Between GULFCOAST GIRL SCOUT COUNCIL, INC., a non-profit *a corporation existing under the laws of the State of* Florida *having its principal place of business in the County of* Sarasota *and State of* Florida *party of the first part, and*

HERMAN T. POLHAMUS and CATHERINE B. POLHAMUS, husband and wife, 1600 Riverview Drive, Melbourne

of the County of Brevard *and State of* Florida *party of the second part,*

Witnesseth, *that the said party of the first part, for and in consideration of the sum of* NINE THOUSAND FIVE HUNDRED - - - - - - - - ($9500.00) - *Dollars, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part forever, the following described land, situate, lying and being in the County of* Lee *, State of Florida, to wit:*

Beginning at a point 165 feet East of the Southwest corner of the Northeast Quarter of the Northeast Quarter of Section 33, Township 46 South, Range 25 East, and from thence run East 165 feet; thence North 1320 feet; thence West 165 feet and South 1320 feet to the point of beginning.

STATE OF FLORIDA, COUNTY OF LEE
FILED FOR RECORD
This 13th Day of May 1963 Record in C.R.
Book 190 Page 297 and Record Verified.
D. T. FARABEE By [signature]
Clerk Circuit Court Deputy Clerk

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, *the said party of the first part has caused these presents to be signed in its name by its President, and and its corporate seal to be affixed, attested by its* Secretary *the day and year above written.*

Treasurer

(Corporate Seal)

GULFCOAST GIRL SCOUT COUNCIL, INC., a non-profit corporation

Attest: Frances B. Letson
Secretary.

By [signature]
as its President.

Signed, Sealed and Delivered in Our Presence:

[signature]

[signature]

By [signature]
as its Treasurer.

State of Florida,
County of SARASOTA

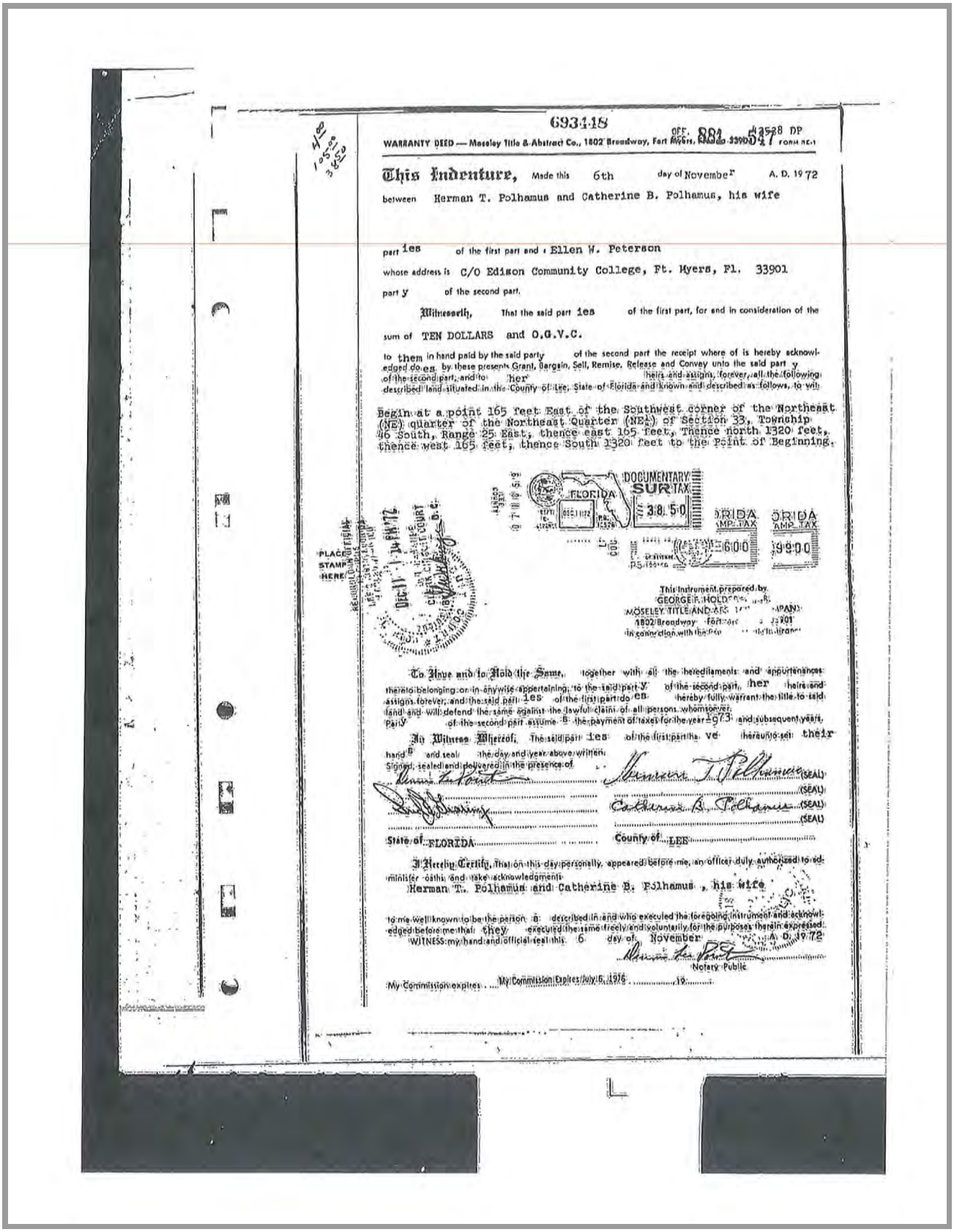
I HEREBY CERTIFY, *That on this* 30th *day of* April *A. D. 19* 63, *before me personally appeared* ALICE E. HERRALD, STEPHEN B. SPARKMAN *and* FRANCES B. LETSON, President, Treasurer *President and* Secretary *respectively of* GULFCOAST GIRL SCOUT COUNCIL, INC., a non-profit *a corporation under the laws of the State of* Florida *to me known to be the persons described in and who executed the foregoing conveyance to* HERMAN T. POLHAMUS and CATHERINE B. POLHAMUS, husband and wife,

and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS *my signature and official seal at* Sarasota *in the County of* Sarasota *and State of Florida, the day and year last aforesaid.*

[signature]
Notary Public
My Commission Expires

NOTARY PUBLIC, STATE of FLORIDA at LARGE
COMMISSION EXPIRES JAN. 3, 1966.



693418

OFF. 881 PG 528 DP

WARRANTY DEED — Moseley Title & Abstract Co., 1802 Broadway, Fort Myers, Florida 33901 FORM NO. 1

This Indenture, Made this 6th day of November A. D. 1972

between Herman T. Polhamus and Catherine B. Polhamus, his wife

part ies of the first part and Ellen W. Peterson

whose address is C/O Edison Community College, Ft. Myers, Fl. 33901

part y of the second part.

Witnesseth, That the said part ies of the first part, for and in consideration of the sum of TEN DOLLARS and O.G.V.C.

to them in hand paid by the said party of the second part the receipt where of is hereby acknowledged do es by these presents Grant, Bargain, Sell, Remise, Release and Convey unto the said part y of the second part, and to her heirs and assigns, forever, all the following described land situated in the County of Lee, State of Florida and known and described as follows, to wit:

Begin at a point 165 feet East of the Southwest corner of the Northeast (NE) quarter of the Northeast Quarter (NE¼) of Section 33, Township 46 South, Range 25 East, thence east 165 feet, Thence north 1320 feet, thence west 165 feet, thence South 1320 feet to the Point of Beginning.

PLACE STAMP HERE

DOCUMENTARY SURTAX FLORIDA 3.8.5.0

FLORIDA INTANG. TAX 600

FLORIDA INTANG. TAX 9900

This instrument prepared by GEORGE F. HOLDEN, JR. MOSELEY TITLE AND ABSTRACT COMPANY 1802 Broadway Fort Myers, Florida 33901 in connection with the sale thereof.

To Have and to Hold the Same, together with all the hereditaments and appurtenances thereto belonging or in anywise appertaining, to the said part y of the second part, her heirs and assign forever, and the said part ies of the first part do es hereby fully warrant the title to said land and will defend the same against the lawful claim of all persons whomsoever. Part y of the second part assume s the payment of taxes for the year 1973 and subsequent years.

In Witness Whereof, The said part ies of the first part ha ve hereunto set their hand s and seal the day and year above written.

Signed, sealed and delivered in the presence of

Herman T. Polhamus (SEAL)

(SEAL)

Catherine B. Polhamus (SEAL)

(SEAL)

State of FLORIDA County of LEE

I Hereby Certify, That on this day personally, appeared before me, an officer duly authorized to administer oaths and take acknowledgments

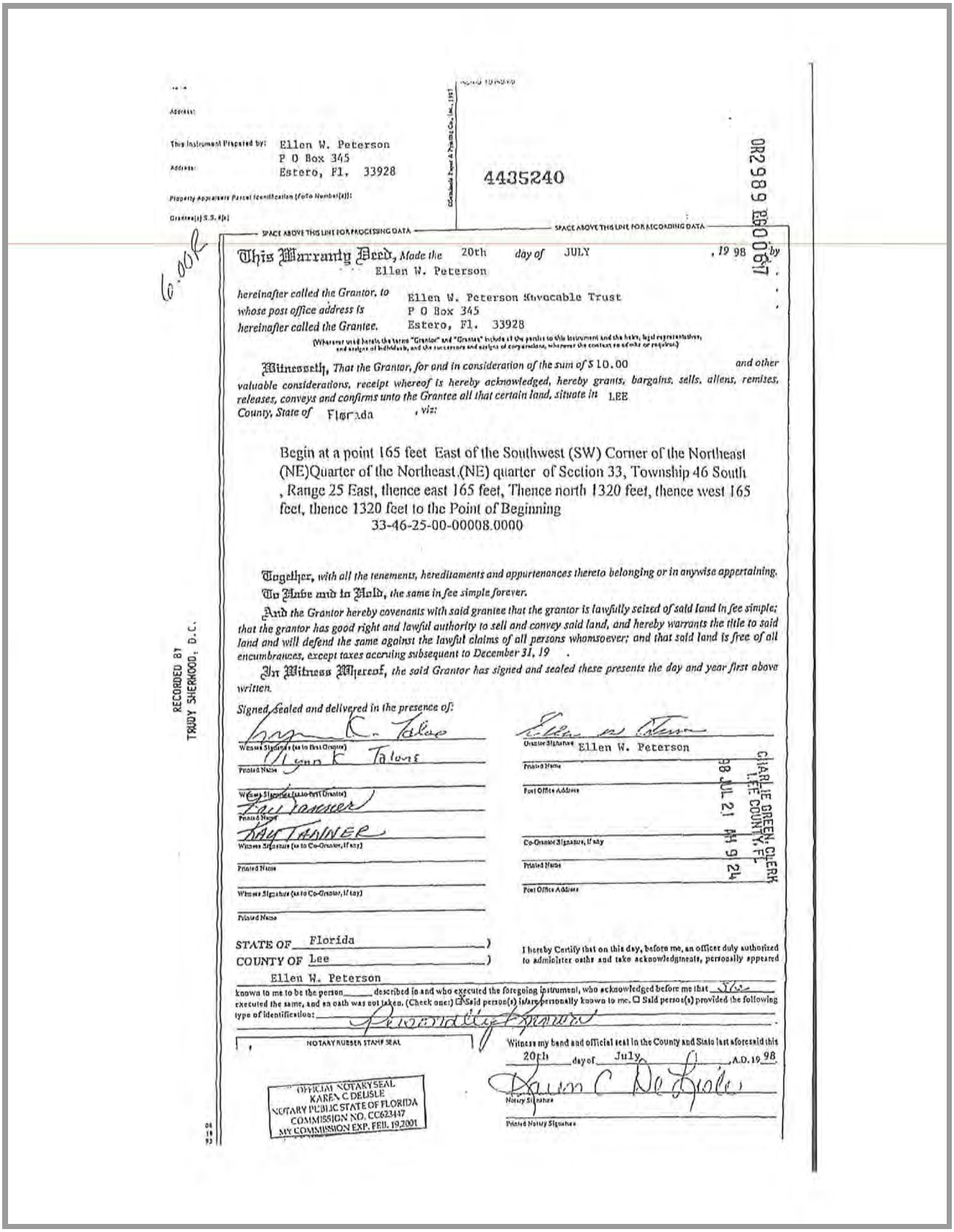
Herman T. Polhamus and Catherine B. Polhamus, his wife

to me well known to be the person s described in and who executed the foregoing instrument and acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 6 day of November A. D. 1972

Notary Public

My Commission expires My Commission Expires July 6, 1976 19



Address:

This Instrument Prepared by: Ellen W. Peterson
P O Box 345
Address: Estero, Fl. 33928

Property Appraisers Parcel Identification (Folio Number(s)):

Grantee(s) S.S. #(s)

4435240

OR2989 PG0067

SPACE ABOVE THIS LINE FOR PROCESSING DATA — SPACE ABOVE THIS LINE FOR RECORDING DATA

look

This Warranty Deed, *Made the* 20th *day of* JULY , *19* 98 *by* Ellen W. Peterson

hereinafter called the Grantor, to whose post office address is Ellen W. Peterson Revocable Trust, P O Box 345, Estero, Fl. 33928 *hereinafter called the Grantee.*

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires)

Witnesseth, *That the Grantor, for and in consideration of the sum of* $ 10.00 *and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land, situate in* LEE *County, State of* Florida *, viz:*

Begin at a point 165 feet East of the Southwest (SW) Corner of the Northeast (NE)Quarter of the Northeast.(NE) quarter of Section 33, Township 46 South , Range 25 East, thence east 165 feet, Thence north 1320 feet, thence west 165 feet, thence 1320 feet to the Point of Beginning
33-46-25-00-00008.0000

Together, *with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.*

To Have and to Hold, *the same in fee simple forever.*

And the Grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 19 .

In Witness Whereof, *the said Grantor has signed and sealed these presents the day and year first above written.*

Signed, sealed and delivered in the presence of:

Witness Signature (as to first Grantor) — Grantor Signature: Ellen W. Peterson

Printed Name: Lynn K Talone — Printed Name

Witness Signature (as to first Grantor) — Post Office Address

Printed Name: Kay Tanner

Witness Signature (as to Co-Grantor, if any) — Co-Grantor Signature, if any

Printed Name — Printed Name

Witness Signature (as to Co-Grantor, if any) — Post Office Address

Printed Name

STATE OF Florida)
COUNTY OF Lee)

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Ellen W. Peterson known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that She executed the same, and an oath was not taken. (Check one:) ☒ Said person(s) is/are personally known to me. ☐ Said person(s) provided the following type of identification: Personally Known

NOTARY RUBBER STAMP SEAL

OFFICIAL NOTARY SEAL
KAREN C DELISLE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC623437
MY COMMISSION EXP. FEB. 19 2001

Witness my hand and official seal in the County and State last aforesaid this 20th day of July, A.D. 19 98

Notary Signature: Karen C DeLisle

Printed Notary Signature

RECORDED BY TRUDY SHERWOOD, D.C.

CHARLIE GREEN, CLERK L.EE COUNTY, FL 98 JUL 21 AM 9:24

ELLEN SALISBURY PETERSON



ELLEN SALISBURY PETERSON

October 14, 2011

Ellen Peterson nee Salisbury 87, of Estero, Florida passed away on Friday, October 14, 2011.She was born in Georgia on December 5, 1923. She is survived by a niece, Rhonda Romano (Thomas) of St. Petersburg, Florida, a nephew, James Davis (Barb) of Grand Rapids Michigan, and Grand nieces Megan and Michelle. She was predeceased by a sister Mary Alice Davis.

She graduated from the University of Georgia in 1945 with a degree in Chemistry and she received her Masters in counseling in 1963 from Appalachia State. She came to Southwest Florida shortly afterwards, and served as the Director of the Counseling Center at Edison College for many years. She also became a fierce advocate for our wildlife and wild places.

Ellen was a warrior when it came to the environment; she cared deeply and devoted her life to saving the planet and protecting Mother Earth. She served on many boards and advisory committees such as: the Agency for Bay Management, the Environmental Confederation of Southwest Florida, Save Our Creeks, the Responsible Growth Management Coalition, The Everglades Committee, the Environmental Peace and Education Center and the Sierra Club's Calusa Group. Ellen founded the Calusa group over 30 years ago and remained the chairperson until her death.

The Agency for Bay Management was formed as a result of a lawsuit about where FGCU would be built; Ellen was the only member who refused to sign off on the settlement agreement.

Ellen spoke at countless county commission hearings, and her presence was powerful, always intelligently informed, and unrelenting. She was responsible for saving one of the most beautiful places in all of Southwest Florida, Fisheating Creek. At a Water Management District annual meeting, after a video about the creek and Ellen's speech, there was not a dry eye in the audience.

Ellen fought to save the Florida panther, heritage trees, and many other listed and endangered species. She succeeded in obtaining outstanding Florida waterways designations for many of our local rivers and streams, providing them higher levels of protection. With the help of several environmental groups, Ellen fought and won the battle to stop a coal-fired power plant from going into Glades County.

She protested and picketed against nuclear plants and was arrested for civil disobedience. She created a presentation to save the Imperial River and was successful in preventing the Water Management District from eliminating the oxbows, an action which could have destroyed much of the river, such as killing off fish hatcheries during flood events.

Ellen fearlessly attended meetings to speak out against those who threatened the Big Cypress National Preserve, even when her opponents showed up on swamp buggies and carrying guns.

Ellen herself was threatened on many occasions, and at least one attempt was made on her life. Even so she pressed forward and continued her good works. She continually fought to protect several of our local beaches and islands. With the backing of several local environmental groups, Ellen filed suit against the developers who wanted to overbuild and destroy our density-reduction ground water resource area. She was responsible for involving a scientist whom Lee County would later hire to do water quality testing. This scientist discovered that our red tides were directly linked to the releases from the Caloosahatchee River and Lake Okeechobee.

Ellen led the efforts to investigate the minimum flows and levels for our ground water, and the research showed a sustained level of harm. She also sat on a Committee for the Route 951 Extension, because some of the proposed alignments invaded listed and endangered species habitat.

Ellen received the 2008 John Kaber award from the Everglades Coalition and the Florida Wildlife Federation named Ellen outstanding environmentalist of 2008, and she has received numerous other grateful recognitions. Ellen lived to see her biggest goal realized: the creation of the Happehatchee center in Estero. Ellen turned her beautiful property and home into an eco-spiritual center for all in the community to enjoy. The center offers many different types of classes and workshops. Happehatchee is a sacred place, a place where anyone in the community can come to find personal growth by attending some of the seminars featured there, or to just get in touch with nature while enjoying the beautiful natural setting. Anyone who enters through the gates immediately feels the peace and energy of this very special place.

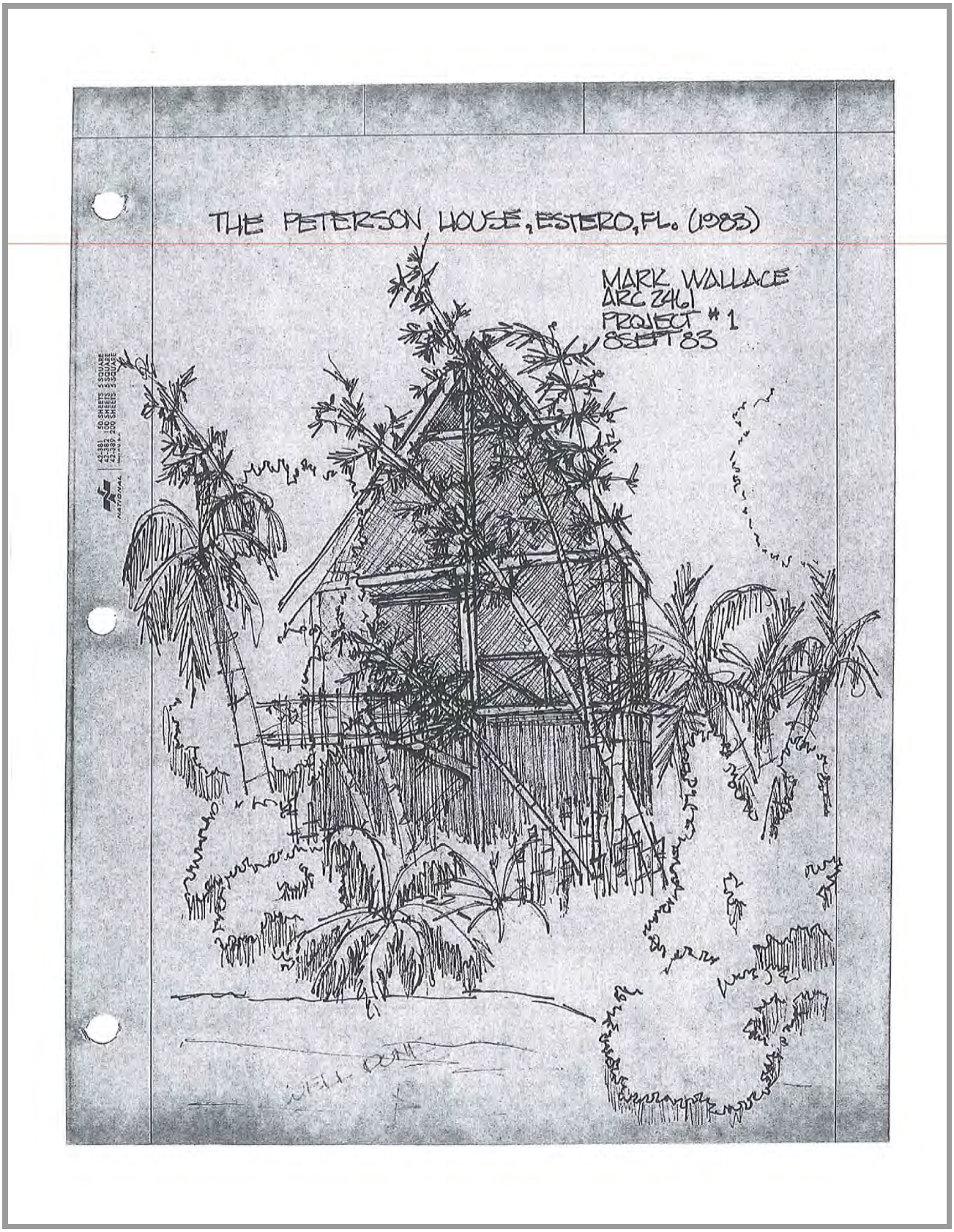
Ellen Peterson was a fierce, protective voice for all living creatures on Earth: human, animal, and plant. She championed many social causes, such as equal rights for women and fair wages for farm workers. She advocated for those who could not speak for themselves. Her absence is profound. She will be grieved for and missed. While the environmental community has suffered a great loss with her passing, we are inspired by her courage, her bright sense of humor, her compassion and her absolute dedication to service. Ellen is our hero!

Ellen wanted two going-away celebrations to be held: one in Estero and one at Fisheating Creek. Public invitations to these celebrations will be announced as soon as all of the arrangements have been made.

In lieu of flowers, donations may be made to Happehatchee Center, P.O. Box 345 Estero, Florida 33929-0345 or Save Our Creeks, P.O. Box 135, Palmdale, Florida 33944.

Published in The News-Press on October 16, 2011

Descriptive Plan for "Ellen's River House" on the North Side of the River built in 1980 (non-contributing) and accessed by a pedestrian swing bridge.


THE PETERSON HOUSE, ESTERO, FL. (1983)
MARK WALLACE
ARC 2461
PROJECT # 1
8 SEPT 83

1

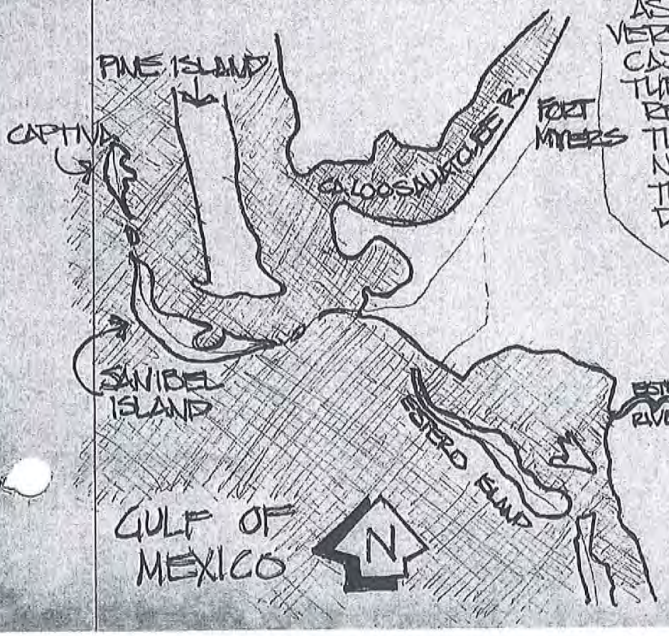


HIDDEN AMONG BAMBOO AND OAK TREES, THE PETERSON HOUSE STANDS ON THE NORTH BANK OF THE ESTERO RIVER. ALTHOUGH IT IS A HYBRID OF SORTS, IT IS BEST DESCRIBED AS A CROSS BETWEEN A FLORIDA VERNACULAR AND A POLE HOUSE. IT IS BASICALLY RECTANGULAR IN PLAN, SETTING AN AVERAGE OF FIFTEEN FEET OFF THE GROUND WITH A STEEPLY PITCHED TIN ROOF.

ORIGINALLY THERE WERE TWO APPROACHES TO THE HOUSE BUT FRONT ACCESS WAS ELIMINATED BY THE NEIGHBORING FARMER. HE ILLEGALLY FENCED IN HIS PROPERTY LINE AND CLOSED IN THE ROAD. ACTUALLY, THIS QUITE FORTUNATE BECAUSE IT REQUIRES ONE TO DRIVE AROUND TO THE SOUTH SIDE OF THE RIVER AND CROSS THE OWNER'S HAND BUILT SUSPENSION BRIDGE.

THE BRIDGE WAS CONSTRUCTED BY STRETCHING STEEL CABLE OVER EIGHT PINE POLES (FOUR ON EACH SIDE OF THE RIVER). THE TOP TWO CABLES ACT AS HAND RAILS WHILE THE BOTTOM TWO ARE CONNECTED BY PINE 2X6'S. THE 2X6'S ARE REPLACED AS THEY ROT OUT.

AS THE RIVER IS TRANSVERSED, YOU CAN ONLY CATCH GLIMPSES OF THE RIVER HOUSE. IT ISN'T REALLY VISIBLE TILL THE PLATFORM ON THE NORTH BANK IS REACHED. THIS PLATFORM CONNECTS DIRECTLY TO THE LOWER BACK PORCH, THEN TO THE UPPER, SCREENED PORCH, THEN



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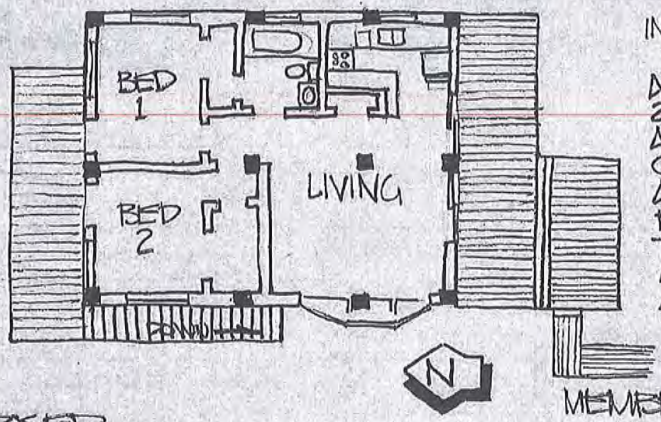
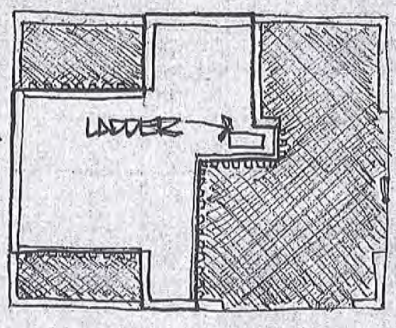


INTO THE HOUSE. THE LIVING AREA IS ABOUT 20 x 20 WITH A BAY WINDOW ON THE WEST AND KITCHEN ENTRANCE ON THE EAST. THE AREA EXTENDS ALL THE WAY TO THE ROOF WHERE THE STRUCTURAL MEMBERS ARE EXPOSED.

THE KITCHEN IS QUITE SMALL AND CRAMPED, BUT SINCE IT IS ONLY MEANT FOR ONE PERSON, IT IS FAIRLY ADEQUATE. IN ORDER THAT CORNER SPACE MAY BE USED, LAZY SUSAN'S WERE PUT NEXT TO THE REFRIDGERATOR AND STOVE. ALSO, TO ALLOW CORNER CABINETS TO OPEN, THEY ARE HINGED IN THE MIDDLE. THE COUNTER TOP IS A BEAUTIFUL, DEEP RED CERAMIC TILE.

SINCE MISS PETERSON IS A RATHER TALL LADY, THE BATHROOM IS FITTED WITH A SLIGHTLY HIGHER COUNTER SO SHE WON'T HAVE TO BEND OVER AS FAR TO WASH HER FACE. ANOTHER FEATURE OF THE BATHROOM IS THE REACH-THRU CLOSET. IT IS FITTED WITH SHELVES WHICH CAN BE REACHED FROM BEDROOM 1 AS WELL AS THE BATH. A SIMILAR ARRANGEMENT IS FOUND IN BEDROOM 2.

ALSO INTERESTING ABOUT THE HOUSE IS THAT EACH BEDROOM HAS A FRONT DOOR. IF MISS PETERSON IS TO TAKE ON A TENANT, THEY WON'T BOTHER EACH OTHER COMING IN THE FRONT AT NIGHT.

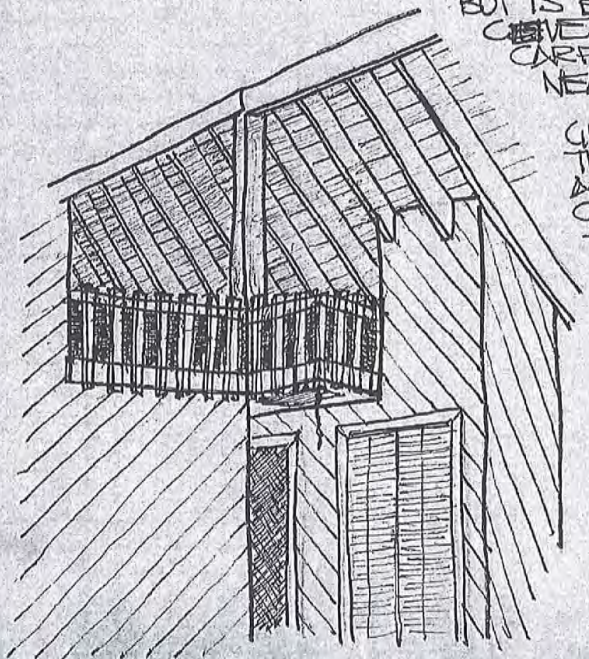


ENTERED BY WAY OF A PULL DOWN LADDER IN THE HALLWAY, THE LOFT RESS ABOVE THE TWO BEDROOMS AND IS BORDERED ON THE SOUTH BY A HALF RAILING AT THE LIVING ROOM WALL. LOOKING OVER THIS RAIL, YOU CAN SEE THE RIVER THROUGH A GREAT PICTURE WINDOW

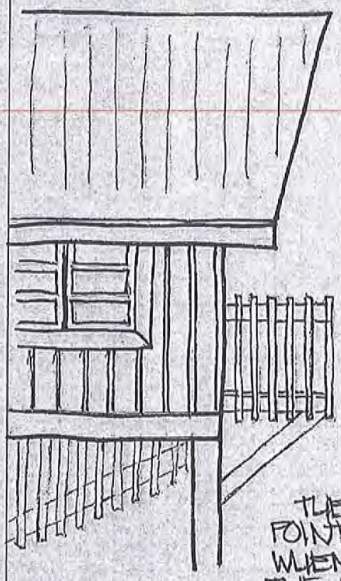
IN THE ROOF PITCH. WITH TWO 8'-0" SLIDING GLASS DOORS BELOW, THE SOUTH ELEVATION IS ALMOST ENTIRELY GLASS. THROUGH THE FRONT DOORS LIES THE FRONT PORCH, WHICH EXTENDS OFF THE END FOR THE STAIRCASE - PRESENTLY THE ONLY ACCESS TO THE GROUND.

STARTING FROM GROUND UP, THE HOUSE IS BUILT ON TWELVE 8X8 SQUARE POLES TO WHICH 2X8 PINE FLOOR BRACING IS BOLTED AND NAILED @ 16" O.C. UNLIKE MOST POLE HOUSES, THE POLES STOP HERE RATHER THAN CONTINUING UP TO THE ROOF. SO, LIKE THE FLORIDA VERNACULAR STYLE, THE PETERSON HOUSE HAS LOAD BEARING WALLS, THE ROOF BEING HELD BY PINE 2X4'S @ 16" O.C. THE ROOF IS PITCHED AT 12/10 AND IS TIN COVERED.

ABOVE THE JOISTS LIES THE ROUGH FLOOR OF 1/2" PLYWOOD. THIS IS COVERED BY ANOTHER 1/2" OF PLYWOOD FOR THE FINISHED FLOOR. AT PRESENT, DUE TO LACK OF FUNDS, THE FLOOR IS NOT COVERED, BUT IS EXPECTED TO RECEIVE SHORT-SHAG CARPETTING IN THE NEAR FUTURE.



AS YOU MAY HAVE GUESSED BY NOW, THE HOUSE IS BUILT ALMOST COMPLETELY OF GLASS AND WOOD — MY TWO FAVORITE MATERIALS. EXCEPT WHERE IT IS PURELY STRUCTURAL AND UNSEEN (SUCH AS THE FLOORING) THIS WOOD IS CYPRESS. THE EXTERIOR OF THE HOUSE IS CHARACTERIZED BY VERTICAL SIDING — 1X10 CYPRESS WITH 1X3'S OVER EACH SEAM.



THIS IS CURRENTLY A BROWNISH COLOR. BUT WILL SOON TURN GRAY WITH WEATHERING.
THE INTERIOR WALLS ARE OF 1X5 DIAGONAL SHEATHING, BUT THESE WALLS ARE LIGHTLY STAINED.
THE PORCHES, BOTH FRONT AND BACK, ARE UNIQUE IN THAT ALL OF THE RAILINGS AND POSTS ARE OF ROUGH CUT CYPRESS — I.E., THE 2X4'S ARE A FULL 2" BY 4", NOT 1 1/2" BY 3 1/2". IF YOU'VE NEVER SEEN THIS, I MUST SAY IT MAKES A VERY IMPRESSIVE STATEMENT. IT GIVES YOU A FEELING OF MASSIVENESS AND STRUCTURAL SOUNDNESS — MUCH THE SAME THAT CORBU PRODUCED BY RUSTICATING HIS PILOTES.

THERE ARE A COUPLE OF INTERESTING POINTS CONCERNING THE BACK PORCH. WHEN THE BUILDING INSPECTOR CHECKED THE HOUSE HE SAID THAT THREE FEET OF THE BACK PORCH WOULD HAVE TO COME OFF BECAUSE IT WAS TOO CLOSE TO THE RIVERBANK. HE ALSO SAID THAT PICKETS MUST BE ADDED TO THE PORCH RAILINGS NO GREATER THAN SIX INCHES APART. IN COMPLIANCE WITH THE INSPECTOR'S WORDS, MISS PETERSON IMMEDIATELY ADDED THREE FEET OF FILL AND SOD TO THE BANK AT THE POINT IN QUESTION, AND ALSO ADDED THE PICKETS — IN THIS CASE, ROUGH CUT CYPRESS 2X2'S.

THE INSPECTOR WAS SUMMONED AGAIN (LUCKILY A DIFFERENT ONE) AND THE HOUSE WAS OKAYED. LATER, MISS PETERSON DECIDED TO SCREEN IN THE UPPER BACK PORCH. AND THOUGH I STRONGLY ADVISED AGAINST IT (BECAUSE (1) IT WOULD BREAK THE VOID SPACE AND THE FLOWING PLAN, (2) I WOULD BE THE ONE WHO HAD TO DO IT), SHE PREVAILED AND IT WAS SCREENED. DURING THIS PROJECT, THE PICKETS WERE REMOVED.

DUE TO THE HEIGHT IN THE PITCH OF THE ROOF, AS WELL AS THE HEIGHT FROM THE GROUND, IN MOST PLACES IT WAS IMPOSSIBLE TO USE A LADDER TO DO THE SCREENING. THE ONLY OPTION WAS TO CLIMB INTO THE RAFTERS WITH THE SCREENING AND STAPLE GUN. IT WAS A TWO MAN JOB. ONE PERSON HAD TO HOLD THE SCREENING WITH ONE HAND WHILE HOLDING ONTO THE RAFTERS WITH THE OTHER. SIMILARLY, THE OTHER

5

PERSON HAD TO STAPLE AND HOLD ON. THE BIGGEST PROBLEM WAS PUTTING THE MOULDING FOR THE SCREEN ON. SINCE THE SCREEN WAS STAPLED TO THE OUTSIDE OF THE CROSS MEMBERS, THERE WOULD BE NO PLACE TO STAND TO PUT THE MOULDING UP, UNLESS YOU PUT YOUR FEET THROUGH THE SCREEN. SO WE HAD TO WORK OUR WAY DOWN, STAPLING IN SCREEN AND HAMMERING MOULDING AS WE WENT. AFTER THE ROOF PITCH WAS IN. THE REST WAS RELATIVELY EASY. THE ONLY PROBLEM WAS PUTTING IN THE BOTTOM MOULDING, WHICH WAS ACCOMPLISHED BY



THE GROUND WITH A LADDER AGAINST THE BASE BOARD. HANGING THE SCREEN DOOR PROVED EQUALLY AS INTERESTING BECAUSE IT MISSED IN HEIGHT BY ONLY 1/4". AFTER ATTEMPTING TO POUND DOWN AND SAND FLOORBOARDS, WE FINALLY CUT A PIECE OF WOOD WHICH WAS 3/8" TOO TALL AND POUNDED IT IN, RAISING THE BEAM UP. THIS ALSO SERVED AS THE BACK DOOR JAMB. SINCE THE SCREEN WAS GRAY, IT MATCHED PRETTY WELL WITH THE WEATHERED CYPRESS.

THOUGH I LIKE THE HOUSE A LOT, THERE STILL ARE SEVERAL THINGS I WOULD CHANGE IF IT WERE MINE. FIRST, I'D PUT A STAIRWELL ON THE BACK PORCH FOR ACCESS TO THE GROUND. SECOND, I'D PUT A STAIRWELL ALONG THE LIVING ROOM WALL TO THE LOFT. THIRD, THE KITCHEN WOULD JUST HAVE TO BE BIGGER. I'M ONE WHO REALLY LIKES TO COOK AND THEN SIT AROUND THE KITCHEN TALKING AND EATING. LAST, OF COURSE, I WOULD NOT SCREEN THE BACK PORCH. BUT I MUST SAY, FOR A HOUSE DESIGNED BY THE HEAD COUNSELOR AT A COMMUNITY COLLEGE, IT'S NOT TOO BAD.

IN THE END HOWEVER, MORE THAN I LIKE THE MATERIALS, THE DESIGN, AND THE CONSTRUCTION, I LIKE TO SIT ON THE BACK PORCH AND LOOK OVER THE RIVER WITH THE SMELL OF CYPRESS IN THE AIR AND A GENTLE SWAY OF THE HOUSE IN THE WIND.

Appendix C
Florida Master Site File Forms

Page 1

☐ Original
☒ Update



HISTORICAL STRUCTURE FORM
FLORIDA MASTER SITE FILE
Version 5.0 3/19

Shaded Fields represent the minimum acceptable level of documentation.
Consult the *Guide to Historical Structure Forms* for detailed instructions.

Site#8 LL01081
Field Date 7-25-2022
Form Date 8-1-2022
Recorder # _____

Site Name(s) (address if none) River House — Multiple Listing (DHR only) _____
Survey Project Name CRAS Addendum 50 ac. Portion Estero on the River — Survey # (DHR only) _____
National Register Category (please check one) ☒building ☐structure ☐district ☐site ☐object
Ownership: ☐private-profit ☐private-nonprofit ☐private-individual ☐private-nonspecific ☒city ☐county ☐state ☐federal ☐Native American ☐foreign ☐unknown

LOCATION & MAPPING

	Street Number	Direction	Street Name	Street Type	Suffix Direction
Address:	8801		Corkscrew	Road	

Cross Streets (nearest / between) _____
USGS 7.5 Map Name ESTERO — USGS Date 1958 — Plat or Other Map _____
City / Town (within 3 miles) Estero — In City Limits? ☒yes ☐no ☐unknown — County Lee
Township 46S — Range 25E — Section 33 — ¼ section: ☐NW ☐SW ☐SE ☐NE — Irregular-name: _____
Tax Parcel # 33-46-25-E2-U1948.2389 — Landgrant _____
Subdivision Name _____ — Block _____ — Lot _____
UTM Coordinates: Zone ☐16 ☒17 — Easting 419494 — Northing 2924065
Other Coordinates: X: _____ Y: _____ — Coordinate System & Datum _____
Name of Public Tract (e.g., park) _____

HISTORY

Construction Year: 1910 ☐approximately ☐year listed or earlier ☒year listed or later
Original Use Residence, private — From (year): 1910 — To (year): UNK
Current Use Abandoned/Vacant — From (year): UNK — To (year): CURR
Other Use _____ — From (year): _____ — To (year): _____
Moves: ☐yes ☒no ☐unknown Date: _____ Original address _____
Alterations: ☒yes ☐no ☐unknown Date: _____ Nature Roofing, siding, windows
Additions: ☒yes ☐no ☐unknown Date: _____ Nature N/E/W ELEV, loggia
Architect (last name first): _____ — Builder (last name first): _____
Ownership History (especially original owner, dates, profession, etc.)

Trust for Public Land (2019); Village Partners LLC (2007); Koreshan Unity Foundation(1999); Norman L. Primeau Trust (1996); Norman & Beverly Primeau

Is the Resource Affected by a Local Preservation Ordinance? ☐yes ☐no ☒unknown Describe _____

DESCRIPTION

Style Mission — Exterior Plan Irregular — Number of Stories 2
Exterior Fabric(s) 1. Stucco 2. _____ 3. _____
Roof Type(s) 1. Hip 2. Shed 3. _____
Roof Material(s) 1. Barrel tile 2. _____ 3. _____
Roof secondary strucs. (dormers etc.) 1. Hip extension 2. _____

Windows (types, materials, etc.)

SHS, metal, single, paired, 6/6, 8/8 9/6; Fixed, metal, single, paired, one-light (regular and stained)

Distinguishing Architectural Features (exterior or interior ornaments)

Overhanging eaves w/ exposed rafter tails, arched openings, curvilinear brackets, quatrefoil windows, brick window sills, metal railings

Ancillary Features / Outbuildings (record outbuildings, major landscape features; use continuation sheet if needed.)

ca. 1970 Frame Vernacular style outbuilding (8LL02941)

DHR USE ONLY	OFFICIAL EVALUATION	DHR USE ONLY
NR List Date _____ ☐Owner Objection	SHPO – Appears to meet criteria for NR listing: ☐yes ☐no ☐insufficient info Date _____ Init._____ KEEPER – Determined eligible: ☐yes ☐no Date _____ NR Criteria for Evaluation: ☐a ☐b ☐c ☐d (see *National Register Bulletin 15*, p. 2)	

HR6E046R0319, effective 05/2016
Rule 1A-46.001, F.A.C.

Florida Master Site File / Div. of Historical Resources / R. A. Gray Bldg / 500 S Bronough St., Tallahassee, FL 32399-0250
Phone **850.245.6440** / Fax **850.245.6439** / E-mail **SiteFile@dos.myflorida.com**

Page 2 **HISTORICAL STRUCTURE FORM** Site # 8 LL01081

DESCRIPTION (continued)

Chimney: No. 1 Chimney Material(s): 1. Masonry 2. Stucco
Structural System(s): 1. Wood frame 2. 3.
Foundation Type(s): 1. Continuous 2.
Foundation Material(s): 1. Concrete Block 2.
Main Entrance (stylistic details)

S ELEV: single door w/ sidelights, beneath the principal roof

Porch Descriptions (types, locations, roof types, etc.)

S/ENTRANCE: open, partial width, beneath a shed roof w/ arched openings (loggia); W ELEV: incised, full width, beneath principal roof w/ metal railings (balcony)

Condition (overall resource condition): ☐excellent ☒good ☐fair ☐deteriorated ☐ruinous
Narrative Description of Resource

The residence was highly renovated to the Mission style in ca. 1985 and no longer resembles the original historic appearance.

Archaeological Remains ☐Check if Archaeological Form Completed

RESEARCH METHODS (select all that apply)

☒FMSF record search (sites/surveys)	☐library research	☐building permits	☐Sanborn maps
☐FL State Archives/photo collection	☐city directory	☐occupant/owner interview	☐plat maps
☒property appraiser / tax records	☐newspaper files	☐neighbor interview	☐Public Lands Survey (DEP)
☐cultural resource survey (CRAS)	☐historic photos	☐interior inspection	☐HABS/HAER record search

☒other methods (describe) USDA historic aerial photographs (PALMM)
Bibliographic References (give FMSF manuscript # if relevant, use continuation sheet if needed)

Publication of Archival Library and Museum Materials (PALMM), accessible online at: http://palmm.fcla.edu/

OPINION OF RESOURCE SIGNIFICANCE

Appears to meet the criteria for National Register listing individually? ☐yes ☒no ☐insufficient information
Appears to meet the criteria for National Register listing as part of a district? ☐yes ☒no ☐insufficient information
Explanation of Evaluation (**required**, whether significant or not; use separate sheet if needed)

The building was extensively remodeled in ca. 1985 and it is not a significant embodiment of a type, period, or method of construction; and has no known significant historic associations.

Area(s) of Historical Significance (see *National Register Bulletin 15*, p. 8 for categories: e.g. "architecture", "ethnic heritage", "community planning & development", etc.)
1. 3. 5.
2. 4. 6.

DOCUMENTATION

Accessible Documentation Not Filed with the Site File - including field notes, analysis notes, photos, plans and other important documents

1) Document type All materials at one location Maintaining organization Archaeological Consultants Inc
Document description Files, photos, research, document File or accession #'s P20116.2

2) Document type Maintaining organization
Document description File or accession #'s

RECORDER INFORMATION

Recorder Name Savannah Young Affiliation Archaeological Consultants Inc
Recorder Contact Information 8110 Blaikie Court, Ste. A / Sarasota, FL/ 34240 /aciflorida@comcast.net
(address / phone / fax / e-mail)

Required Attachments

❶ **USGS 7.5' MAP WITH STRUCTURE LOCATION CLEARLY INDICATED**
❷ **LARGE SCALE STREET, PLAT OR PARCEL MAP** (available from most property appraiser web sites)
❸ **PHOTO OF MAIN FACADE, DIGITAL IMAGE FILE**
When submitting an image, it must be included in digital AND hard copy format (plain paper grayscale acceptable). Digital image must be at least 1600 x 1200 pixels, 24-bit color, jpeg or tiff.

PHOTOGRAPHS









AERIAL MAP


N
Seminole Gulf
8LL01081
Estero River
Happehatchee Center
0
50
100
Meters
Esri Community Maps Contributors, University of South Florida, County of Collier, County of Lee, FL, FDEP, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Lee County, FL, State of Florida, Maxar, Microsoft, 2020

USGS Estero
Township 46 South, Range 25 East, Section 33



Page 1

☐ Original
☒ Update



HISTORICAL STRUCTURE FORM
FLORIDA MASTER SITE FILE
Version 5.0 3/19

Site#8 LL02359
Field Date 7-25-2022
Form Date 8-1-2022
Recorder # _____

Shaded Fields represent the minimum acceptable level of documentation.
Consult the *Guide to Historical Structure Forms* for detailed instructions.

Site Name(s) (address if none) 20721 Highlands Avenue — Multiple Listing (DHR only) _____
Survey Project Name CRAS Addendum 50 ac. Portion Estero on the River — Survey # (DHR only) _____
National Register Category (please check one) ☒building ☐structure ☐district ☐site ☐object
Ownership: ☐private-profit ☐private-nonprofit ☐private-individual ☐private-nonspecific ☒city ☐county ☐state ☐federal ☐Native American ☐foreign ☐unknown

LOCATION & MAPPING

	Street Number	Direction	Street Name	Street Type	Suffix Direction
Address:	20721		Highlands	Avenue	

Cross Streets (nearest / between) _____
USGS 7.5 Map Name ESTERO — USGS Date 1958 — Plat or Other Map _____
City / Town (within 3 miles) Estero — In City Limits? ☒yes ☐no ☐unknown — County Lee
Township 46S — Range 25E — Section 28 — ¼ section: ☐NW ☐SW ☐SE ☐NE — Irregular-name: _____
Tax Parcel # 28-46-25-E3-U1944.2447 — Landgrant _____
Subdivision Name _____ — Block _____ — Lot _____
UTM Coordinates: Zone ☐16 ☒17 — Easting 419355 — Northing 2924503
Other Coordinates: X: _____ Y: _____ — Coordinate System & Datum _____
Name of Public Tract (e.g., park) _____

HISTORY

Construction Year: 1916 ☐approximately ☐year listed or earlier ☒year listed or later
Original Use Residence, private — From (year): _____ — To (year): _____
Current Use Abandoned/Vacant — From (year): _____ — To (year): _____
Other Use _____ — From (year): _____ — To (year): _____
Moves: ☐yes ☒no ☐unknown — Date: _____ — Original address _____
Alterations: ☒yes ☐no ☐unknown — Date: _____ — Nature Roofing, encl. porch & fenestrations
Additions: ☒yes ☐no ☐unknown — Date: _____ — Nature Entry portico, shed roof
Architect (last name first): _____ — Builder (last name first): _____
Ownership History (especially original owner, dates, profession, etc.)

Village of Estero (2019); Trust for Public Land (2019); Village Partners, LLC (2005); Andrew Smith & Elizabeth McCullers (1997); Della & Andrew Smith

Is the Resource Affected by a Local Preservation Ordinance? ☐yes ☐no ☒unknown Describe _____

DESCRIPTION

Style Frame Vernacular — Exterior Plan Irregular — Number of Stories 1
Exterior Fabric(s) 1. Novelty siding 2. _____ 3. _____
Roof Type(s) 1. Hip 2. Shed 3. _____
Roof Material(s) 1. Sheet metal:3V crimp 2. Composition shingles 3. _____
Roof secondary strucs. (dormers etc.) 1. Gable extension 2. _____
Windows (types, materials, etc.)

Enclosed w/ plywood

Distinguishing Architectural Features (exterior or interior ornaments)

Overhanging eaves w/ exposed rafter tails, corner boards, wooden lattice foundation skirting

Ancillary Features / Outbuildings (record outbuildings, major landscape features; use continuation sheet if needed.)

DHR USE ONLY	OFFICIAL EVALUATION	DHR USE ONLY
NR List Date _____ ☐Owner Objection	SHPO – Appears to meet criteria for NR listing: ☐yes ☐no ☐insufficient info Date _____ Init._____ KEEPER – Determined eligible: ☐yes ☐no Date _____ NR Criteria for Evaluation: ☐a ☐b ☐c ☐d (see *National Register Bulletin 15*, p. 2)	

HR6E046R0319, effective 05/2016
Rule 1A-46.001, F.A.C.

Florida Master Site File / Div. of Historical Resources / R. A. Gray Bldg / 500 S Bronough St., Tallahassee, FL 32399-0250
Phone **850.245.6440** / Fax **850.245.6439** / E-mail **SiteFile@dos.myflorida.com**

Page 2

HISTORICAL STRUCTURE FORM

Site # 8 LL02359

DESCRIPTION (continued)

Chimney: No. 0 Chimney Material(s): 1. _____ 2. _____
Structural System(s): 1. Wood frame 2. _____ 3. _____
Foundation Type(s): 1. Piers 2. _____
Foundation Material(s): 1. Concrete, Generic 2. _____

Main Entrance (stylistic details)

W ELEV: single door enclosed w/ plywood, beneath a gable roof extension w/ metal pole supports

Porch Descriptions (types, locations, roof types, etc.)

Condition (overall resource condition): ☐excellent ☐good ☒fair ☐deteriorated ☐ruinous

Narrative Description of Resource

A one-story Frame Vernacular style building that has been enclosed with plywood installed at the windows and doors. With the exception of enclosed fenestrations, the building does not appear to have been signif. altered since last recording.

Archaeological Remains _____ ☐Check if Archaeological Form Completed

RESEARCH METHODS (select all that apply)

☒FMSF record search (sites/surveys)	☐library research	☐building permits	☐Sanborn maps
☐FL State Archives/photo collection	☐city directory	☐occupant/owner interview	☐plat maps
☒property appraiser / tax records	☐newspaper files	☐neighbor interview	☐Public Lands Survey (DEP)
☐cultural resource survey (CRAS)	☐historic photos	☐interior inspection	☐HABS/HAER record search

☒other methods (describe) USDA historic aerial photographs (PALMM)

Bibliographic References (give FMSF manuscript # if relevant, use continuation sheet if needed)

Publication of Archival Library and Museum Materials (PALMM), accessible online at: http://palmm.fcla.edu/

OPINION OF RESOURCE SIGNIFICANCE

Appears to meet the criteria for National Register listing individually? ☐yes ☒no ☐insufficient information
Appears to meet the criteria for National Register listing as part of a district? ☐yes ☒no ☐insufficient information

Explanation of Evaluation (**required**, whether significant or not; use separate sheet if needed)

The building is not a significant embodiment of a type, period, or method of construction; and has no known significant historic associations.

Area(s) of Historical Significance (see *National Register Bulletin 15*, p. 8 for categories: e.g. "architecture", "ethnic heritage", "community planning & development", etc.)

1. _____ 3. _____ 5. _____
2. _____ 4. _____ 6. _____

DOCUMENTATION

Accessible Documentation Not Filed with the Site File - including field notes, analysis notes, photos, plans and other important documents

1) Document type All materials at one location Maintaining organization Archaeological Consultants Inc
Document description Files, photos, research, document File or accession #'s P20116.2

2) Document type _____ Maintaining organization _____
Document description _____ File or accession #'s _____

RECORDER INFORMATION

Recorder Name Savannah Young Affiliation Archaeological Consultants Inc
Recorder Contact Information 8110 Blaikie Court, Ste. A / Sarasota, FL/ 34240 /aciflorida@comcast.net
(address / phone / fax / e-mail)

Required Attachments

❶ **USGS 7.5' MAP WITH STRUCTURE LOCATION CLEARLY INDICATED**
❷ **LARGE SCALE STREET, PLAT OR PARCEL MAP** (available from most property appraiser web sites)
❸ **PHOTO OF MAIN FACADE, DIGITAL IMAGE FILE**
When submitting an image, it must be included in digital AND hard copy format (plain paper grayscale acceptable). Digital image must be at least 1600 x 1200 pixels, 24-bit color, jpeg or tiff.

PHOTOGRAPHS








20721

AERIAL MAP


Highlands Ave
Judeth Ln
N
8LL02359
Estero Ct
Highlands Ave
County Rd
0
50
100
Meters
Esri Community Maps Contributors, University of South Florida, County of Collier, County of Lee, FL, FDEP, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Lee County, FL, State of Florida, Maxar, Microsoft, 2020

USGS Estero
Township 46 South, Range 25 East, Section 28



Page 1

☒ Original
☐ Update



HISTORICAL STRUCTURE FORM
FLORIDA MASTER SITE FILE
Version 5.0 3/19

Site#8 LL02622
Field Date 7-25-2022
Form Date 8-1-2022
Recorder #

Shaded Fields represent the minimum acceptable level of documentation.
Consult the *Guide to Historical Structure Forms* for detailed instructions.

Site Name(s) (address if none) Happehatchee Center/Girl Scout House — Multiple Listing (DHR only)
Survey Project Name CRAS Addendum 50 ac. Portion Estero on the River — Survey # (DHR only)
National Register Category (please check one) ☒building ☐structure ☐district ☐site ☐object
Ownership: ☐private-profit ☐private-nonprofit ☐private-individual ☐private-nonspecific ☒city ☐county ☐state ☐federal ☐Native American ☐foreign ☐unknown

LOCATION & MAPPING

	Street Number	Direction	Street Name	Street Type	Suffix Direction
Address:	8791		Corkscrew	Road	

Cross Streets (nearest / between)
USGS 7.5 Map Name ESTERO — USGS Date 1958 — Plat or Other Map
City / Town (within 3 miles) Estero — In City Limits? ☒yes ☐no ☐unknown — County Lee
Township 46S — Range 25E — Section 33 — ¼ section: ☐NW ☐SW ☐SE ☐NE Irregular-name:
Tax Parcel # 33-46-25-E2-U1941.2390 — Landgrant
Subdivision Name — Block — Lot
UTM Coordinates: Zone ☐16 ☒17 Easting 419417 Northing 2924009
Other Coordinates: X: Y: Coordinate System & Datum
Name of Public Tract (e.g., park)

HISTORY

Construction Year: 1947 ☒approximately ☐year listed or earlier ☐year listed or later
Original Use Club or Lodge building — From (year): 1947 — To (year): CURR
Current Use — From (year): — To (year):
Other Use — From (year): — To (year):
Moves: ☒yes ☐no ☐unknown Date: — Original address Buckingham Army Air Field
Alterations: ☒yes ☐no ☐unknown Date: — Nature Deck removed (E ELEV)
Additions: ☐yes ☒no ☐unknown Date: — Nature
Architect (last name first): — Builder (last name first):
Ownership History (especially original owner, dates, profession, etc.)

Village of Estero (2019); Happehatchee Center, Inc (2011); Ellen Peterson Revocable Trust (1998); Ellen Peterson (1972); Herman & Catherine Polhamus

Is the Resource Affected by a Local Preservation Ordinance? ☒yes ☐no ☐unknown Describe Lee County HPB (HD 2012-00005)

DESCRIPTION

Style Frame Vernacular — Exterior Plan T-shaped — Number of Stories 1
Exterior Fabric(s) 1. Clapboard 2. 3.
Roof Type(s) 1. Intersecting gables 2. 3.
Roof Material(s) 1. Sheet metal:3V crimp 2. 3.
Roof secondary strucs. (dormers etc.) 1. 2.
Windows (types, materials, etc.)

Awning, metal, single, paired, grouped (3), 2-stacked, 3-stacked

Distinguishing Architectural Features (exterior or interior ornaments)

Overhanging eaves w/ boxed rafter tails, wood window/door trim, rectangular gable vents

Ancillary Features / Outbuildings (record outbuildings, major landscape features; use continuation sheet if needed.)

Non-historic gazebo, shed, and restrooms (south of bldg); non-historic residence north of Estero River (within parcel)

DHR USE ONLY	OFFICIAL EVALUATION	DHR USE ONLY
NR List Date ☐Owner Objection	SHPO – Appears to meet criteria for NR listing: ☐yes ☐no ☐insufficient info Date Init. KEEPER – Determined eligible: ☐yes ☐no Date NR Criteria for Evaluation: ☐a ☐b ☐c ☐d (see *National Register Bulletin 15*, p. 2)	

HR6E046R0319, effective 05/2016
Rule 1A-46.001, F.A.C.

Florida Master Site File / Div. of Historical Resources / R. A. Gray Bldg / 500 S Bronough St., Tallahassee, FL 32399-0250
Phone **850.245.6440** / Fax **850.245.6439** / E-mail **SiteFile@dos.myflorida.com**

Page 2

HISTORICAL STRUCTURE FORM

Site # 8 LL02622

DESCRIPTION (continued)

Chimney: No. 0 Chimney Material(s): 1. _____ 2. _____
Structural System(s): 1. Wood frame 2. _____ 3. _____
Foundation Type(s): 1. Piers 2. _____
Foundation Material(s): 1. Concrete, Generic 2. _____

Main Entrance (stylistic details)

N ELEV: double doors w/ six inset lights and sidelights, accessed by a concrete ramp w/ wooden railing

Porch Descriptions (types, locations, roof types, etc.)

W ELEV: incised, partial width, beneath the principal roof w/ wooden porch supports and screening

Condition (overall resource condition): ☐ excellent ☒ good ☐ fair ☐ deteriorated ☐ ruinous

Narrative Description of Resource

See continuation sheet.

Archaeological Remains _____ ☐ Check if Archaeological Form Completed

RESEARCH METHODS (select all that apply)

☒ FMSF record search (sites/surveys)	☐ library research	☐ building permits	☐ Sanborn maps
☐ FL State Archives/photo collection	☐ city directory	☐ occupant/owner interview	☐ plat maps
☒ property appraiser / tax records	☐ newspaper files	☐ neighbor interview	☐ Public Lands Survey (DEP)
☐ cultural resource survey (CRAS)	☐ historic photos	☐ interior inspection	☐ HABS/HAER record search

☒ other methods (describe) USDA historic aerial photographs (PALMM)

Bibliographic References (give FMSF manuscript # if relevant, use continuation sheet if needed)

Publication of Archival Library and Museum Materials (PALMM), accessible online at: http://palmm.fcla.edu/

OPINION OF RESOURCE SIGNIFICANCE

Appears to meet the criteria for National Register listing individually? ☐ yes ☒ no ☐ insufficient information
Appears to meet the criteria for National Register listing as part of a district? ☐ yes ☒ no ☐ insufficient information

Explanation of Evaluation (**required**, whether significant or not; use separate sheet if needed)

See continuation sheet.

Area(s) of Historical Significance (see *National Register Bulletin 15*, p. 8 for categories: e.g. "architecture", "ethnic heritage", "community planning & development", etc.)

1. _____ 3. _____ 5. _____
2. _____ 4. _____ 6. _____

DOCUMENTATION

Accessible Documentation Not Filed with the Site File - including field notes, analysis notes, photos, plans and other important documents

1) Document type All materials at one location Maintaining organization Archaeological Consultants Inc
Document description Files, photos, research, document File or accession #'s P20116.2

2) Document type _____ Maintaining organization _____
Document description _____ File or accession #'s _____

RECORDER INFORMATION

Recorder Name Savannah Young Affiliation Archaeological Consultants Inc
Recorder Contact Information 8110 Blaikie Court, Ste. A / Sarasota, FL/ 34240 /aciflorida@comcast.net
(address / phone / fax / e-mail)

Required Attachments

❶ **USGS 7.5' MAP WITH STRUCTURE LOCATION CLEARLY INDICATED**
❷ **LARGE SCALE STREET, PLAT OR PARCEL MAP** (available from most property appraiser web sites)
❸ **PHOTO OF MAIN FACADE, DIGITAL IMAGE FILE**
When submitting an image, it must be included in digital AND hard copy format (plain paper grayscale acceptable). Digital image must be at least 1600 x 1200 pixels, 24-bit color, jpeg or tiff.

CONTINUATION SHEET

8LL02622: The Happehatchee Center/Girl Scout House is a circa (ca.) 1947 Frame Vernacular style building located at 8791 Corkscrew Road in Section 33 of Township 46 South, Range 25 East (USGS 1958). The one-story, T-shaped plan building rests on a concrete pier foundation and has a wood frame structural system clad in clapboard. The intersecting gable roof is covered with 3V crimp sheet metal. The main entryway is on the north elevation through double doors with six inset lights and sidelights that is accessed by a concrete ramp with wooden railings. An incised partial width porch is located on the west elevation beneath the principal roof with wooden porch supports and screening. Visible windows include a mixture of individual, paired, and grouped (3), two-stacked and three-stacked metal awning units. Distinguishing architectural features include overhanging eaves with boxed rafter tails, wood trim around the windows and doors, and rectangular gable vents. The extent of alterations and additions over the years is unclear due to the nature of the construction. The current building is comprised of two ca. 1943 Army barracks that were originally located at the nearby Buckingham Army Air Field (BAAF) Base (Lee County 2012). Following World War II, the base was dismantled, and the barracks were moved to the current location and joined together to form the current T-shaped building. The parcel and barracks were acquired by the local Girl Scouts troop in 1947 to serve as the troop campsite – Camp Caloosa. The property remained in continuous use by the Girl Scouts as a campsite and meeting place until it was sold to Herman and Catherine Polhamus in 1963. A new location bearing the name "Camp Caloosa" was established by the Girl Scouts in North Fort Myers in 1971. By 1972, the property was sold again and came under the ownership of Ellen Peterson. Peterson was a well-known environmental advocate in Lee County and served on several boards and committees, such as the Environmental Confederation of Southwest Florida, Save Our Creeks, the Responsible Growth Management Coalition, the Everglades Committee, and the Environmental and Peace Education Center (Lee County 2012). Peterson also founded the Calusa Group of the Sierra Club during the 1980s. She received several awards for her work in south Florida, including the John Kaber Award from the Everglades Coalition and Outstanding Environmentalist from the Florida Wildlife Federation. Over the years the property was utilized for private retreats held by Peterson and also by the Girl Scouts. In 2006, Peterson established the Happehatchee Center on the property – a non-profit eco-spiritual center for the community (Lee County 2012).

The resource was locally designated by the Lee County Historic Preservation Board in November 2012 (HDC-2012-00005), at which time the resource was assigned the FMSF number 8LL02622; however, a FMSF form was not completed. A non-historic gazebo, shed, and restroom building are located to the south of the building and a non-historic residence is located to the north of the Estero River and within the same parcel. These ancillary buildings are considered non-contributing by the Lee County Historic Preservation Board. Per the designation report, the resource is significant for its "associat[ion] with two significant institutions that have had broad historical and cultural impacts in Lee County: the Buckingham Army Air Field and the Girl Scouts of the USA. It is also associated with a person who is significant to our past in Lee County: Ellen Peterson, a well-known advocate for the environment and in 2006 the founder of the Happehatchee Center, a contemporary eco-spiritual center" (Lee County 2012).

Although the ca. 1947 Happehatchee Center/Girl Scout House (8LL02622) is locally designated, the resource does not appear to meet the significance requirements outlined for the National Register of Historic Places (NRHP) in National Register Bulletin 15 (U.S. Department of the Interior 1997). Overall, the resource is not associated with events that have made a significant contribution to the broad patterns of our history. Although the resource was originally constructed as WWII Army barracks, per NR Bulletin 15, "mere association with historic events or trends is not enough, in and of itself, to qualify under Criterion A: the property's specific association must be considered important as well" (U.S. Department of the Interior 1997). Furthermore, the barracks were moved from their original location at Buckingham Army Air Field and altered by their joining to form a single camp building for the local Girl Scout troop in ca. 1947. Although the building was also historically associated with the Girl Scouts and Camp Caloosa, no significant event or trend could be identified to lend the site historical significance under Criterion A regarding this use/association. Ellen Peterson – a well-known environmental advocate

CONTINUATION SHEET

in Lee County – is also strongly associated with the resource; however, Peterson purchased the property in 1972 and established the Happehatchee Center in 2006. The recent nature of these events has provided insufficient perspective to determine whether Peterson's contributions were historically important under Criterion B. Finally, the resource does not embody distinctive characteristics of a type, period, or method of construction and is not likely to yield important historical information – as such it does not appear eligible under Criteria C or D.

REFERENCES

Lee County
2012 Girl Scout House/ Happehatchee Center (HDC-2012-00005; 8LL02622) – Historic Preservation Program Designation Report Form and/or Application.

United States Department of the Interior
1997 National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation. National Park Service – Cultural Resources – National Register of Historic Places.

United States Geological Survey (USGS)
1958 *Estero, FL.*

PHOTOGRAPHS



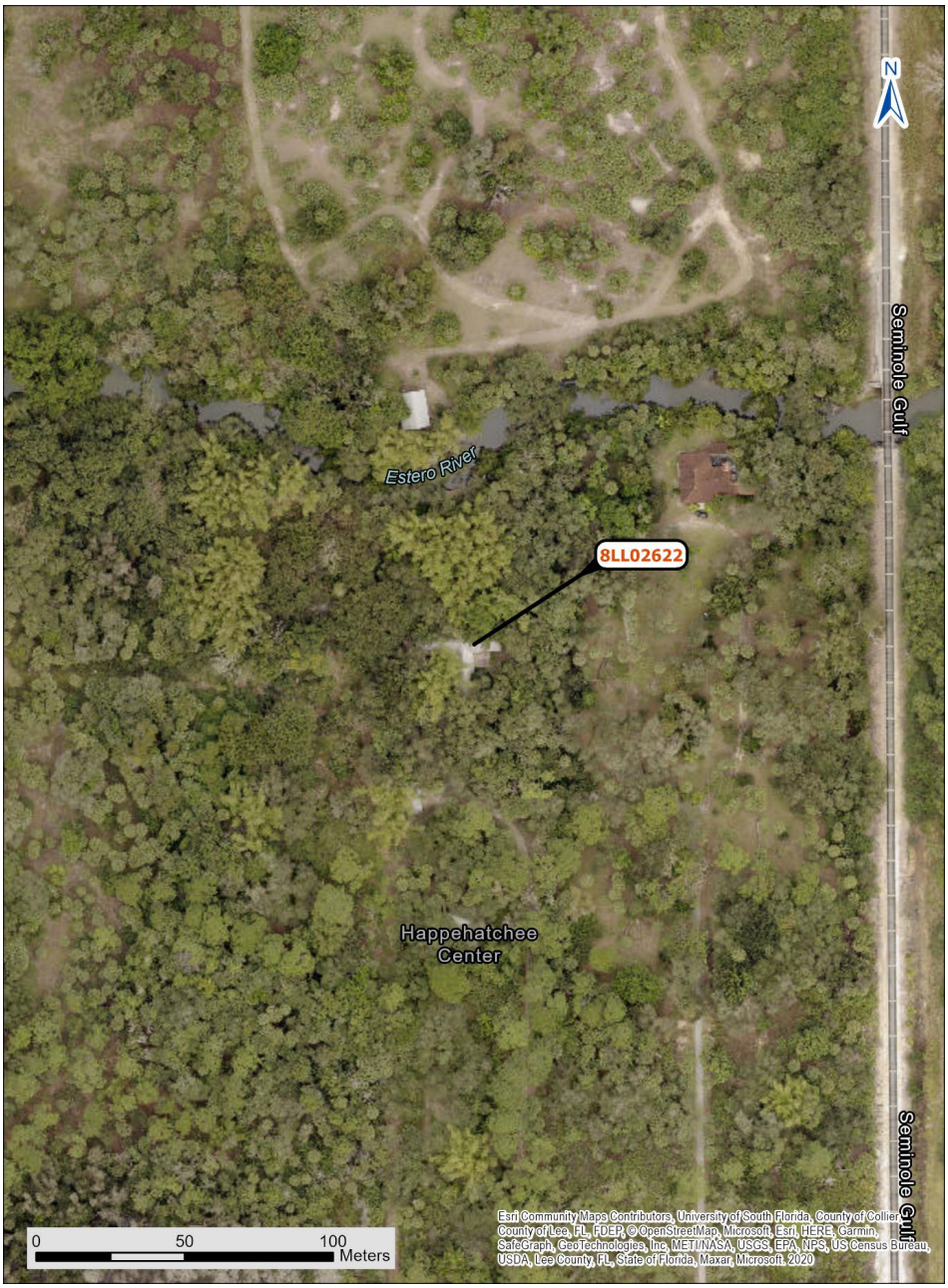





SUMMER CAMP
REGISTRATION
NOW OPEN



AERIAL MAP


N
Seminole Gulf
Estero River
8LL02622
Happehatchee Center
Seminole Gulf
0
50
100
Meters
Esri Community Maps Contributors, University of South Florida, County of Collier, County of Lee, FL, FDEP, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Lee County, FL, State of Florida, Maxar, Microsoft, 2020

USGS Estero
Township 46 South, Range 25 East, Section 33



Page 1

☒ Original
☐ Update



HISTORICAL STRUCTURE FORM
FLORIDA MASTER SITE FILE
Version 5.0 3/19

Site#8 LL02941
Field Date 7-25-2022
Form Date 8-1-2022
Recorder # _____

Shaded Fields represent the minimum acceptable level of documentation.
Consult the *Guide to Historical Structure Forms* for detailed instructions.

Site Name(s) (address if none) 8801 Corkscrew Road (Outbuilding) Multiple Listing (DHR only) _____
Survey Project Name CRAS Addendum 50 ac. Portion Estero on the River Survey # (DHR only) _____
National Register Category (please check one) ☒building ☐structure ☐district ☐site ☐object
Ownership: ☐private-profit ☐private-nonprofit ☐private-individual ☐private-nonspecific ☒city ☐county ☐state ☐federal ☐Native American ☐foreign ☐unknown

LOCATION & MAPPING

Street Number	Direction	Street Name	Street Type	Suffix Direction
8801		Corkscrew	Road	

Address:
Cross Streets (nearest / between) _____
USGS 7.5 Map Name ESTERO USGS Date 1958 Plat or Other Map _____
City / Town (within 3 miles) Estero In City Limits? ☒yes ☐no ☐unknown County Lee
Township 46S Range 25E Section 33 ¼ section: ☐NW ☐SW ☐SE ☐NE Irregular-name: _____
Tax Parcel # 33-46-25-E2-U1948.2389 Landgrant _____
Subdivision Name _____ Block _____ Lot _____
UTM Coordinates: Zone ☐16 ☒17 Easting 419520 Northing 2924059
Other Coordinates: X: _____ Y: _____ Coordinate System & Datum _____
Name of Public Tract (e.g., park) _____

HISTORY

Construction Year: 1970 ☐approximately ☐year listed or earlier ☒year listed or later
Original Use Outbuilding From (year): 1970 To (year): CURR
Current Use _____ From (year): _____ To (year): _____
Other Use _____ From (year): _____ To (year): _____
Moves: ☐yes ☒no ☐unknown Date: _____ Original address _____
Alterations: ☒yes ☐no ☐unknown Date: _____ Nature Roofing, siding
Additions: ☐yes ☐no ☒unknown Date: _____ Nature _____
Architect (last name first): _____ Builder (last name first): _____
Ownership History (especially original owner, dates, profession, etc.)

Trust for Public Land (2019); Village Partners LLC (2007); Koreshan Unity Foundation(1999); Norman L. Primeau Trust (1996); Norman & Beverly Primeau

Is the Resource Affected by a Local Preservation Ordinance? ☐yes ☐no ☒unknown Describe _____

DESCRIPTION

Style Frame Vernacular Exterior Plan Rectangular Number of Stories 1
Exterior Fabric(s) 1. Vinyl 2. _____ 3. _____
Roof Type(s) 1. Gable 2. _____ 3. _____
Roof Material(s) 1. Sheet metal:3V crimp 2. _____ 3. _____
Roof secondary strucs. (dormers etc.) 1. Other 2. Raised gable at ridgeline
Windows (types, materials, etc.)

Awning, metal, single, 2-stacked

Distinguishing Architectural Features (exterior or interior ornaments)

Monitor barn style structure, overhanging eaves w/ boxed rafter tails, faux corner boards, ridge beam projection, loft door

Ancillary Features / Outbuildings (record outbuildings, major landscape features; use continuation sheet if needed.)

Immediately adjacent (east) to 8LL01081

DHR USE ONLY	OFFICIAL EVALUATION	DHR USE ONLY
NR List Date _____ ☐Owner Objection	SHPO – Appears to meet criteria for NR listing: ☐yes ☐no ☐insufficient info Date _____ Init._____ KEEPER – Determined eligible: ☐yes ☐no Date _____ NR Criteria for Evaluation: ☐a ☐b ☐c ☐d (see *National Register Bulletin 15*, p. 2)	

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Page 2

HISTORICAL STRUCTURE FORM

Site # 8 LL02941

DESCRIPTION (continued)

Chimney: No. 0 Chimney Material(s): 1. _____ 2. _____
Structural System(s): 1. Wood frame 2. _____ 3. _____
Foundation Type(s): 1. Slab 2. _____
Foundation Material(s): 1. Concrete, Generic 2. _____
Main Entrance (stylistic details)

S ELEV: large rectangular opening

Porch Descriptions (types, locations, roof types, etc.)

Condition (overall resource condition): ☐ excellent ☒ good ☐ fair ☐ deteriorated ☐ ruinous
Narrative Description of Resource

A one-story Frame Vernacular style outbuilding that is designed to resemble a monitor style barn. According to the Lee County property appraiser data, the structure is utilized as a carport.

Archaeological Remains _____ ☐ Check if Archaeological Form Completed

RESEARCH METHODS (select all that apply)

☒ FMSF record search (sites/surveys)	☐ library research	☐ building permits	☐ Sanborn maps
☐ FL State Archives/photo collection	☐ city directory	☐ occupant/owner interview	☐ plat maps
☒ property appraiser / tax records	☐ newspaper files	☐ neighbor interview	☐ Public Lands Survey (DEP)
☐ cultural resource survey (CRAS)	☐ historic photos	☐ interior inspection	☐ HABS/HAER record search

☒ other methods (describe) USDA historic aerial photographs (PALMM)

Bibliographic References (give FMSF manuscript # if relevant, use continuation sheet if needed)

Publication of Archival Library and Museum Materials (PALMM), accessible online at: http://palmm.fcla.edu/

OPINION OF RESOURCE SIGNIFICANCE

Appears to meet the criteria for National Register listing individually? ☐ yes ☒ no ☐ insufficient information
Appears to meet the criteria for National Register listing as part of a district? ☐ yes ☒ no ☐ insufficient information
Explanation of Evaluation (**required**, whether significant or not; use separate sheet if needed)

The building is not a significant embodiment of a type, period, or method of construction; and has no known significant historic associations.

Area(s) of Historical Significance (see *National Register Bulletin 15*, p. 8 for categories: e.g. "architecture", "ethnic heritage", "community planning & development", etc.)
1. _____ 3. _____ 5. _____
2. _____ 4. _____ 6. _____

DOCUMENTATION

Accessible Documentation Not Filed with the Site File - including field notes, analysis notes, photos, plans and other important documents

1) Document type All materials at one location Maintaining organization Archaeological Consultants Inc
Document description Files, photos, research, document File or accession #'s P20116.2

2) Document type _____ Maintaining organization _____
Document description _____ File or accession #'s _____

RECORDER INFORMATION

Recorder Name Savannah Young Affiliation Archaeological Consultants Inc
Recorder Contact Information 8110 Blaikie Court, Ste. A / Sarasota, FL/ 34240 /aciflorida@comcast.net
(address / phone / fax / e-mail)

Required Attachments

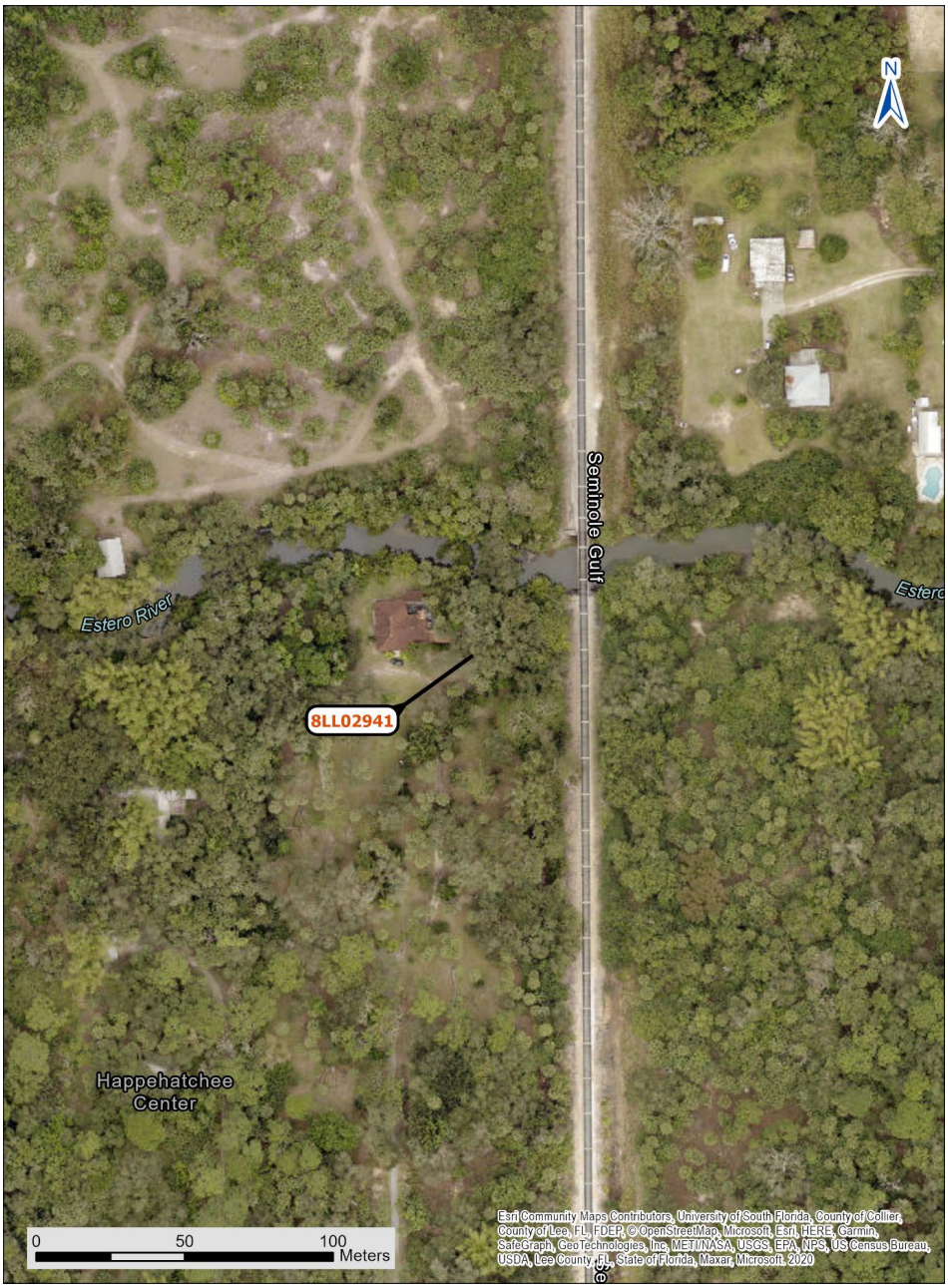
❶ **USGS 7.5' MAP WITH STRUCTURE LOCATION CLEARLY INDICATED**
❷ **LARGE SCALE STREET, PLAT OR PARCEL MAP** (available from most property appraiser web sites)
❸ **PHOTO OF MAIN FACADE, DIGITAL IMAGE FILE**
When submitting an image, it must be included in digital AND hard copy format (plain paper grayscale acceptable). Digital image must be at least 1600 x 1200 pixels, 24-bit color, jpeg or tiff.

PHOTOGRAPHS





AERIAL MAP


N
Seminole Gulf
Estero River
Estero
8LL02941
Happehatchee Center
0
50
100
Meters
Esri Community Maps Contributors, University of South Florida, County of Collier, County of Lee, FL, FDEP, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Lee County, FL, State of Florida, Maxar, Microsoft, 2020

USGS Estero
Township 46 South, Range 25 East, Section 33



Appendix D
Demolished Building Letter

Florida's First Choice in Cultural Resource Management

August 15, 2022

Mr. Vincent Birdsong
Supervisor, Florida Master Site File
Division of Historical Resources
500 South Bronough Street
Tallahassee, FL 32399-0250

RE: Historic Resource Status

Dear Mr. Birdsong:

This letter is to inform you that background research and a recent field survey conducted in July 2022 has discovered that the historic resource, Alvarez Packinghouse (8LL01088), is no longer extant. This was a circa 1916 Frame Vernacular style building located at 20721 Highlands Avenue.

Sincerely,

Savannah Young
Assistant Architectural Historian

8110 Blaikie Court, Suite A, Sarasota, FL 34240 - Telephone 941.379.6206 - Fax 877.351.2501

Appendix E
Survey Log

Page 1

Ent D (FMSF only) _____

Survey Log Sheet

Florida Master Site File
Version 5.0 3/19

Survey # (FMSF only) _____

Consult *Guide to the Survey Log Sheet* for detailed instructions.

Manuscript Information

Survey Project (name and project phase)
CRAS Addendum 50 Acre Portion Estero on the River

Report Title (exactly as on title page)
Cultural Resource Assessment Survey Addendum 50 Acre Portion of Estero on the River, Lee County, Florida

Report Authors (as on title page) 1. Kimberly Irby 3. Savannah Young
2. Elizabeth A. Horvath 4. _____

Publication Year 2022 **Number of Pages in Report** (do not include site forms) 33

Publication Information (Give series, number in series, publisher and city. For article or chapter, cite page numbers. Use the style of *American Antiquity*.)
ACI, Sarasota, 2022, P20116.2

Supervisors of Fieldwork (even if same as author) Names Maranda Kles

Affiliation of Fieldworkers: Organization Archaeological Consultants Inc City Sarasota

Key Words/Phrases (Don't use county name, or common words like *archaeology*, *structure*, *survey, architecture, etc.*)
1. Koreshan 3. Happehatchee Center 5. _____ 7. _____
2. Estero 4. _____ 6. _____ 8. _____

Survey Sponsors (corporation, government unit, organization, or person funding fieldwork)
Name Village of Estero Organization _____
Address/Phone/E-mail 9401 Corkscrew Palms Circle, Estero, FL 33928

Recorder of Log Sheet Savannah Young **Date Log Sheet Completed** 8-16-2022

Is this survey or project a continuation of a previous project? ☒No ☐Yes: **Previous survey #s (FMSF only)** _____

Project Area Mapping

Counties (select every county in which field survey was done; attach additional sheet if necessary)
1. Lee 3. _____ 5. _____
2. _____ 4. _____ 6. _____

USGS 1:24,000 Map Names/Year of Latest Revision (attach additional sheet if necessary)
1. Name ESTERO Year 1958 4. Name _____ Year _____
2. Name _____ Year _____ 5. Name _____ Year _____
3. Name _____ Year _____ 6. Name _____ Year _____

Field Dates and Project Area Description

Fieldwork Dates: Start 7-25-2022 End 7-27-2022 **Total Area Surveyed** (fill in one) _____hectares 50.00 acres
Number of Distinct Tracts or Areas Surveyed 1
If Corridor (fill in one for each) **Width:** _____meters _____feet **Length:** _____kilometers _____miles

HR6E066R0319, effective 05/2016
Rule 1A-46.001, F.A.C.
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Phone 850.245.6440, Fax 850.245.6439, Email: SiteFile@dos.myflorida.com

Page 2 **Survey Log Sheet** Survey #_____

Research and Field Methods

Types of Survey (select all that apply): ☒archaeological ☒architectural ☒historical/archival ☐underwater ☐damage assessment ☐monitoring report ☐other(describe): _____

Scope/Intensity/Procedures

background research; shovel tests; none positive; historic reconnaissance survey; photographs taken; CRAS Addendum prepared

Preliminary Methods (select as many as apply to the project as a whole)

☐Florida Archives (Gray Building)	☐library research- *local/ public*	☒local property or tax records	☒other historic maps	☐LIDAR
☐Florida Photo Archives (Gray Building)	☐library-special collection	☒newspaper files	☒soils maps or data	☐other remote sensing
☒Site File property search	☒Public Lands Survey (maps at DEP)	☒literature search	☒windshield survey	
☒Site File survey search	☐local informant(s)	☐Sanborn Insurance maps	☒aerial photography	

☐other (describe): _____

Archaeological Methods (select as many as apply to the project as a whole)

☐Check here if **NO** archaeological methods were used.

☐surface collection, controlled	☐shovel test-other screen size	☐block excavation (at least 2x2 m)	☐metal detector
☐surface collection, **un**controlled	☐water screen	☐soil resistivity	☐other remote sensing
☒shovel test-1/4"screen	☐posthole tests	☐magnetometer	☒pedestrian survey
☐shovel test-1/8" screen	☐auger tests	☐side scan sonar	☐unknown
☐shovel test 1/16"screen	☐coring	☐ground penetrating radar (GPR)	
☐shovel test-unscreened	☐test excavation (at least 1x2 m)	☐LIDAR	

☐other (describe): _____

Historical/Architectural Methods (select as many as apply to the project as a whole)

☐Check here if **NO** historical/architectural methods were used.

☒building permits	☒demolition permits	☐neighbor interview	☐subdivision maps
☐commercial permits	☒windshield survey	☐occupant interview	☐tax records
☐interior documentation	☒local property records	☐occupation permits	☐unknown

☐other (describe): _____

Survey Results

Resource Significance Evaluated? ☒Yes ☐No

Count of Previously Recorded Resources 2 **Count of Newly Recorded Resources** 2

List Previously Recorded Site ID#s with Site File Forms Completed (attach additional pages if necessary)

LL01081, LL02359

List Newly Recorded Site ID#s (attach additional pages if necessary)

LL02622, LL02941

Site Forms Used: ☐Site File Paper Forms ☒Site File PDF Forms

REQUIRED: Attach Map of Survey or Project Area Boundary

SHPO USE ONLY **SHPO USE ONLY** **SHPO USE ONLY**

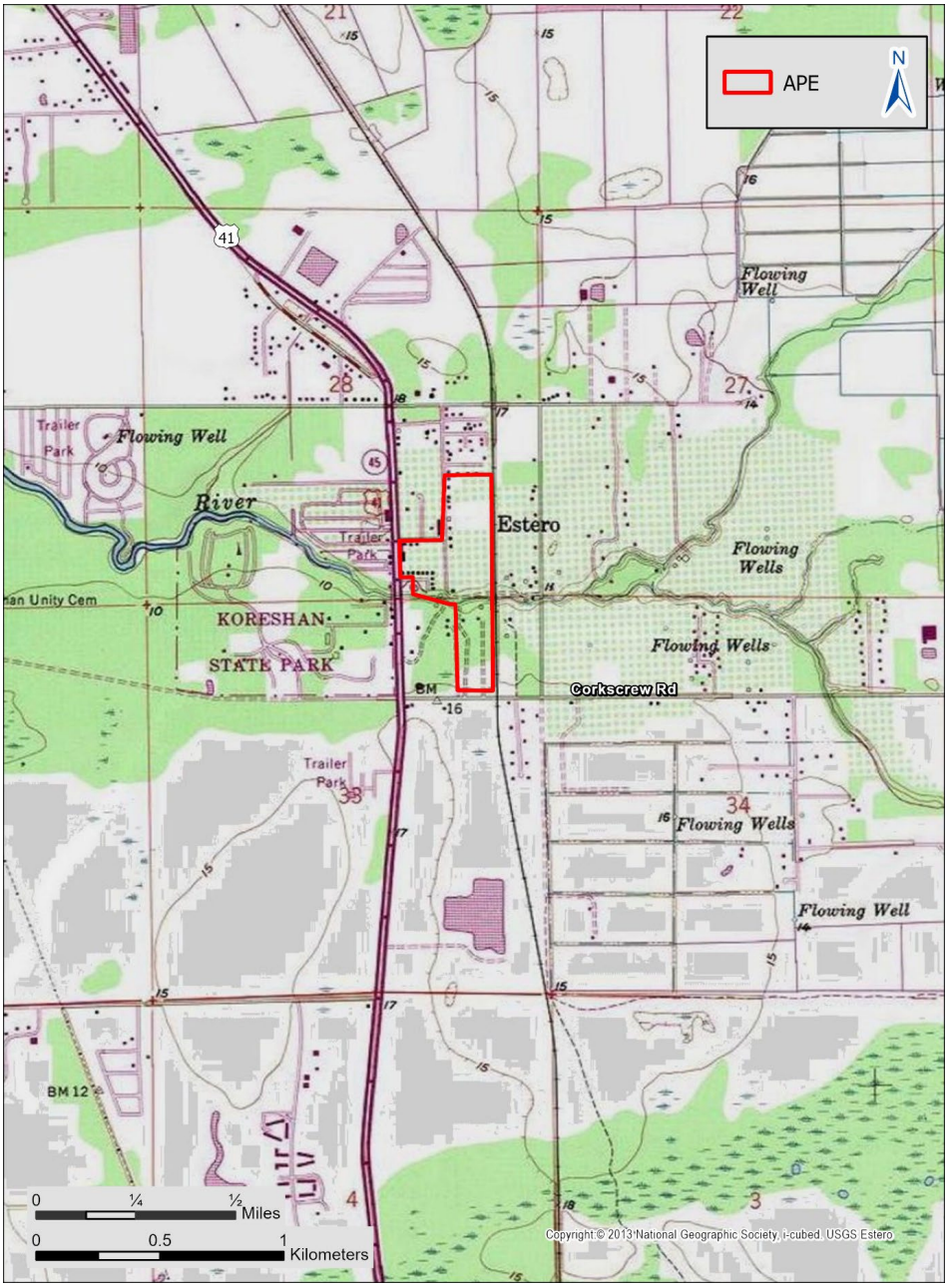
Origin of Report: ☐872 ☐Public Lands ☐UW ☐1A32 # _____ ☐Academic ☐Contract ☐Avocational ☐Grant Project # _____ ☐Compliance Review: CRAT # _____

Type of Document: ☐Archaeological Survey ☐Historical/Architectural Survey ☐Marine Survey ☐Cell Tower CRAS ☐Monitoring Report ☐Overview ☐Excavation Report ☐Multi-Site Excavation Report ☐Structure Detailed Report ☐Library, Hist. or Archival Doc ☐Desktop Analysis ☐MPS ☐MRA ☐TG ☐Other: _____

Document Destination: Plottable Projects **Plotability:** _____

HR6E066R0718, effective 05/2016
Rule 1A-46.001, F.A.C.

Florida Master Site File / Div. of Historical Resources / R.A. Gray Bldg / 500 S Bronough St., Tallahassee, Florida 32399-0250
Phone 850.245.6440, Fax 850.245.6439, Email: SiteFile@dos.myflorida.com



± 50- Acre Portion of Estero on the River
Township 46 South, Range 25 East, Sections 28 & 33
USGS Estero
Lee County, Florida

RESOLUTION NO. 2023-02

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

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

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

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

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

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

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

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

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

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

1. The Village Manager is hereby authorized to demolish the residential structure located on the Property.

2. Prior to the structure's demolition, the Manager shall undertake efforts to cause the removal and salvage of elements of the structure, such as fixtures, doors, windows, and wooden elements, which have a historical value.

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

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

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

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

Katy Errington, Mayor

Attest:

Carol Sacco, Village Clerk

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 21, 2023

Agenda Item:

Estero Parkway Plant Replacements - EC 2021-04 Amendment 5

Motion to approve Contract EC 2021-04 Amendment 5 to replace plant materials along Estero Parkway.

Authorize the Village Manager to sign the contract amendment and other additional implementing documents within the scope of the contract amendment on behalf of the Village of Estero Council.

Background:

On January 14, 2021, Village Council approved EC 2021-04 Amendment 2 for P&T Lawn and Tractor to provide The Village of Estero landscape maintenance for Estero Parkway.

The landscaping along Estero Parkway has been maintained well but some plants have died, and others have been damaged by vehicles/Hurricane Ian.

Description:

EC 2021-04 5th Amendment will replace the dead or damaged trees, shrubs, and groundcover along Estero Parkway.

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

Action Requested:

Motion to approve the 5th Amendment to Contract EC 2021-04 to replace plant materials along Estero Parkway.

Authorize the Village Manager to sign the contract amendment and other additional implementing documents within the scope of the contract amendment on behalf of the Village of Estero Council.

Process and Timeline:

P & T will start construction on the project with 60 days of execution of the contract. Construction is expected to be completed 60 days after the start of construction.

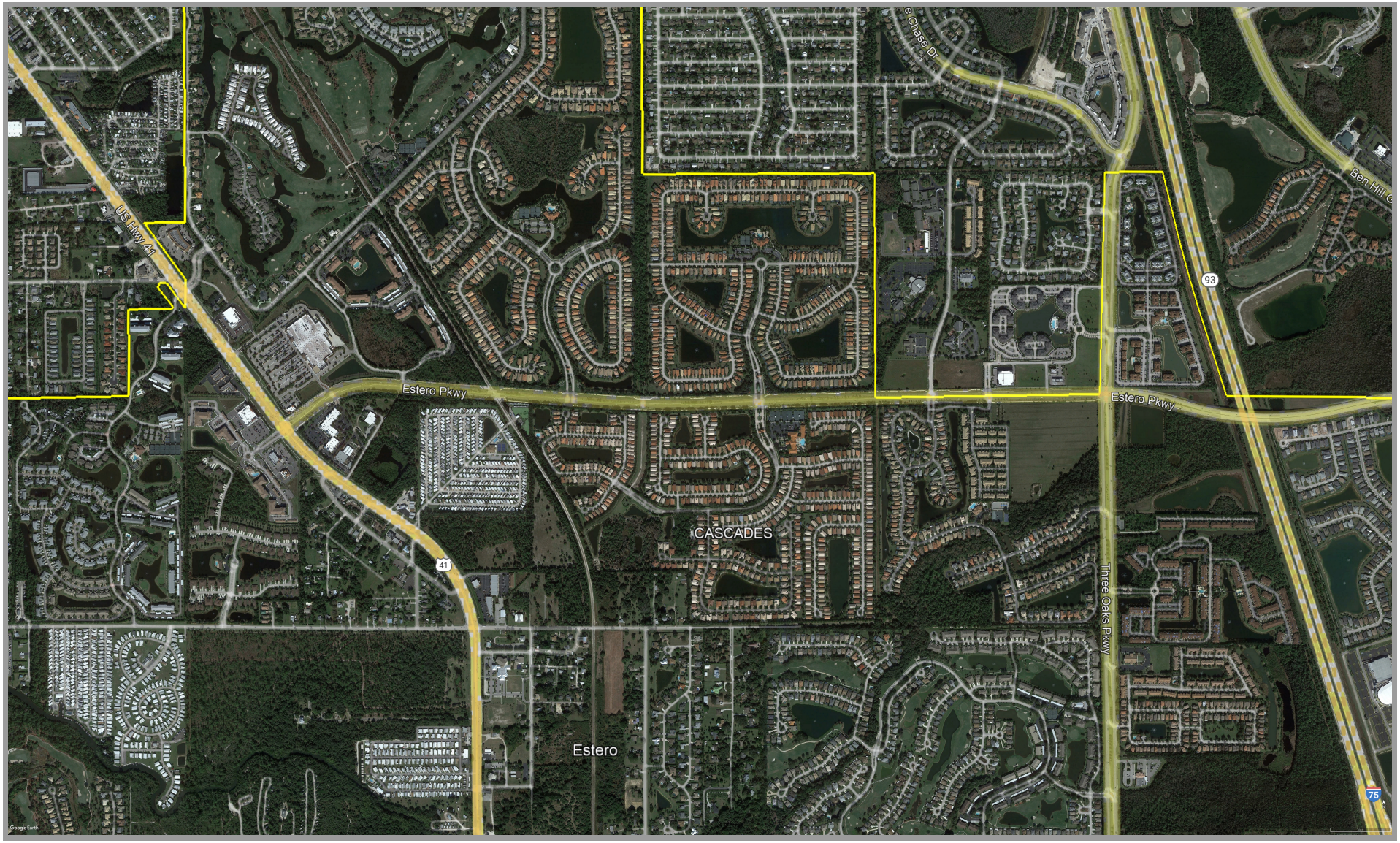
Financial Impact:

The proposed contract's financial impact is $70,148. There are currently sufficient funds available in the Fiscal Year 2022-2023 Estero Parkway Maintenance Budget to fund this contract.

Prepared by: David Willems, P.E.

Attachments:

1. Project Location Map
2. EC 2021-04 Amendment 5
3. Vender Disclosure Form


US Hwy 41
Estero Pkwy
Estero Pkwy
CASCADES
Three Oaks Pkwy
Estero
41
93
75

FIFTH AMENDMENT TO THE AGREEMENT (EC 2021-04) BETWEEN VILLAGE OF ESTERO, FLORIDA COUNCIL AND P & T LAWN AND TRACTOR SERVICE, INC.

This Fifth Amendment to the Agreement (EC 2021-04) for mowing, landscape maintenance and irrigation maintenance between the **VILLAGE OF ESTERO,** a Florida municipal corporation (the "Village"), and **P & T LAWN AND TRACTOR SERVICE, INC.**, (collectively referred to as "the Parties"), is entered into this **21st day of June, 2023** (the "Effective Date"), as follows:

WHEREAS, the Parties executed EC 2021-04 (the "Agreement") with a commencement date of February 24th 2021, in which P & T contracted to provide mowing, landscape maintenance and irrigation maintenance services to the Village; and

WHEREAS, the Parties executed a First Amendment to the Agreement to include US 41 Medians Landscape Maintenance with a commencement date of August 4, 2021; and

WHEREAS, the Parties executed a Second Amendment to the Agreement to include additional US 41 Medians Landscape Maintenance with a commencement date of January 14, 2021; and

WHEREAS, the Parties executed a Third Amendment to the Agreement to include labor to perform additional services on US 41 from Coconut Road to Fountain Lakes Boulevard and Broadway East to Vintage Parkway with a commencement date of April 1, 2022; and

WHEREAS, the Parties executed a Fourth Amendment to the Agreement which granted a price increase for pine straw with a commencement date of October 1, 2022; and

WHEREAS, the Village has determined that P&T is continuing to perform its services in accordance with its obligations under the Agreement and in a manner satisfactory to the Village; and

WHEREAS, the Village has determined that it requires additional and revised services from P&T to meet the Village's ongoing landscaping needs; and

WHEREAS, P&T has provided Estimate No. 13147, dated May 10th 2023 (the "Estimate") which provide terms and conditions associated with the desired additional services; and

WHEREAS, the Agreement requires all amendments to be in writing and signed by the Parties.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amendment, the Parties agree to amend their Agreement as follows:

1. Based on the terms and conditions stated in the Estimate (attached hereto as **Exhibit "A"**), P&T will provide the labor and materials to install plant replacements on Estero Parkway for a not-to-exceed Total Amount of **$70,148**.

2. Notwithstanding the actual date of execution, this Fifth Amendment shall be effective upon the Effective Date of final execution by the Parties.

3. Except as provided for in this Fifth Amendment, all other terms and conditions of the Agreement, as well as the First, Second, Third and Fourth Amendments thereto, shall continue in full force and effect.

4. In the event of any conflict between the terms and conditions of the Agreement or any subsequent amendment thereto, and the terms and conditions of this Fifth Amendment, this Fifth Amendment shall control.

IN WITNESS WHEREOF, the Parties, by their authorized signatures below, have executed this Fifth Amendment to the Agreement.

P & T Lawn and Tractor Service, Inc.

Signed by: _____

Print Name: _____

Title: _____

VILLAGE OF ESTERO

By:_____
Steve Sarkozy, Village Manager

P & T Lawn & Tractor Service, Inc.
15980 Old Olga Road
Alva, FL 33920

Estimate

Date	Estimate No.
5/10/2023	13147

Name/Address	Project
Village of Estero 9401 Corkscrew Palms Circle Estero, Fl 33928	Estero Parkway Plant Replacements

Description	Qty	U/M	Rate	Total
Labor and materials to install the following plant replacements on Estero Parkway:				
TREES/PALMS				
**Satin Leaf, 25 gallon, 8-10' H to replace Dahoon Holly on plans, as they are not thriving	12	EA	375.00	4,500.00
Red Maple, 45 gallon, 12' H	8	EA	675.00	5,400.00
Green Buttonwood, 45 gallon, 14' H	17	EA	675.00	11,475.00
**Red Maple, 8-10' H, 25 gallon to replace Green Buttonwoods on plans, as they are not available	11	EA	385.00	4,235.00
Slash Pine, 8-10' H, 25 gallon	1	EA	375.00	375.00
Crape Myrtle, 9' H, 25 gallon	2	EA	375.00	750.00
Pink Trumpet Tree, 13' , 45 gallon	3	EA	700.00	2,100.00
**Orange Geiger, 8' H, 25 gallon to replace White Geiger on plans, as they are not available	1	EA	375.00	375.00
Alexander Palm, 10' CT, FG	2	EA	1,100.00	2,200.00
Bismarck Palm, 8' H, FG	1	EA	3,700.00	3,700.00
Thatch Palm, 4' CT	2	EA	350.00	700.00
Sabal Palm, 10' CT	4	EA	350.00	1,400.00
SHRUBS				
Porterweed, 1 gallon, 4"-6" H	505	EA	8.00	4,040.00
Dwarf Fakahatchee, 1 gallon	480	EA	6.00	2,880.00
Mimosa, 1 gallon	25	EA	8.00	200.00
Wort Fern, 1 gallon	527	EA	7.00	3,689.00
Cocoplum, 3 gallon, 12"-18" H	105	EA	11.00	1,155.00
Silver Palmetto, 15 gallon, 30" H	7	EA	150.00	1,050.00
Wax Myrtle, 30 gallon, 4' H	2	EA	250.00	500.00
Bougainvillea, Miss Alica, 3 gallon, 8"-10" H	55	EA	19.00	1,045.00

Total

Signature

Page 1

P & T Lawn & Tractor Service, Inc.
15980 Old Olga Road
Alva, FL 33920

Estimate

Date	Estimate No.
5/10/2023	13147

Name/Address	Project
Village of Estero 9401 Corkscrew Palms Circle Estero, Fl 33928	Estero Parkway Plant Replacements

Description	Qty	U/M	Rate	Total
Bougainvillea, Helen Johnson, 3 gallon, 8"-10" H	182	EA	18.00	3,276.00
Spider Lily, 1 gallon	75	EA	6.00	450.00
String Lily, 1 gallon	64	EA	7.00	448.00
Wild Coffee, 3 gallon	45	EA	13.00	585.00
Cordgrass, 1 gallon	20	EA	6.00	120.00
MISC				
Bales of Pine Straw	350	EA	10.00	3,500.00
Demo; Palm & Plant Removal, and Straightening up of trees	1	LS	7,500.00	7,500.00
MOT	1	LS	2,500.00	2,500.00

Total $70,148.00

Signature _____

Page 2

Bid No.: RFB 2021-01

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: RFB 2021-01
Project Name: Mowing, Landscape Maint, & Irrigation Maint. for 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: Teena Zielinski
Vendor
Printed Name Teena Zielinski

Company Name: P & T Lawn and Tractor Service, Inc.

Date: 12/20/2020

Bid No.: RFB 2021-01

NAMES & ADDRESSES OF OWNERS

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

1. Teena Zielinski, President

15980 Old Olga Road, Alva, FL 33920

2. Peter Zielinski, Vice President

12270 Hammock Creek Way, Fort Myers, FL 33905

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 21, 2023

Agenda Item:

8801 Corkscrew Road Debris – EC 2023-21 Amendment 1

Motion to approve Amendment 1 to Contract EC 2023-21 to mulch all debris and downed trees located at 8801 Corkscrew Road for $11,886.89.

Authorize the Village Manager to sign the contract amendment and other additional implementing documents within the scope of the contract amendment on behalf of the Village of Estero Council.

Background:

On February 15, 2023, Village Council approved EC 2023-21 with Milborne, LLC for the treatment of Non-Native Invasive and Nuisance Plants on the Estero on the River Property located south of The Estero River. Milborne is currently onsite completing this work.

The property located at 8801 Corkscrew Road has debris and downed trees on the property.

Description:

Removing the debris and downed trees at 8801 Corkscrew Road by Milborne while they are completing the plant treatments will be cost effective and timely for the Village.

Village Staff is recommending adding this work to contract EC 2023-21.

Action Requested:

Motion to approve Amendment 1 to Contract EC 2023-21 to mulch all debris and downed trees located at 8801 Corkscrew Road for $11,886.89.

Authorize the Village Manager to sign the contract amendment and other additional implementing documents within the scope of the contract amendment on behalf of the Village of Estero Council.

Process and Timeline:

Milborne will start work on the contract within 2-weeks of contact execution. The work is expected to take 1 week to complete.

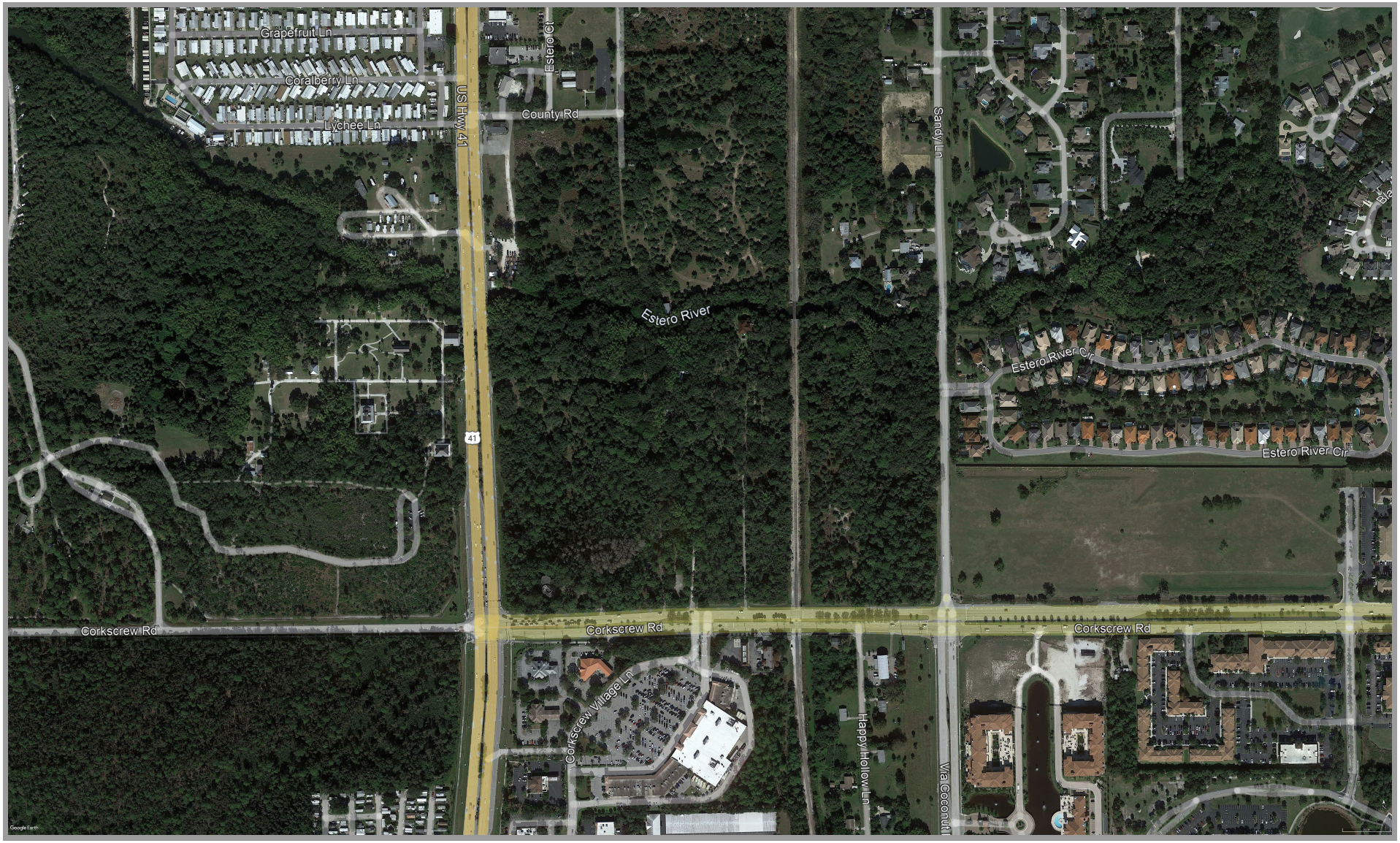
Financial Impact:

The proposed contract's financial impact is $11,886.89. The Fiscal Year 2022/2023 budget includes $2,250,000 for improvements to the Estero on the River property. There are sufficient funds available for the proposed project.

Prepared by: David Willems, P.E.

Attachments:

1. Project Location Map
2. EC 2023-21 Amendment 1
3. Vendor Disclosure


Grapefruit Ln
Coralberry Ln
Lychee Ln
US Hwy 41
Estero Cir
County Rd
Sandy Ln
Estero River
Estero River Cir
Estero River Cir
41
Corkscrew Rd
Corkscrew Rd
Corkscrew Rd
Corkscrew Village Ln
Happy Hollow Ln
Via Coconut
Google Earth

FIRST AMENDMENT TO THE CONTRACT BETWEEN THE VILLAGE OF ESTERO, FLORIDA, AND MILBORNE, LLC, FOR NON-NATIVE INVASIVE AND NUISANCE PLANTS AT THE ESTERO ON THE RIVER PROPERTY

This is the First Amendment to the Contract ("Agreement") between the Village of Estero, Florida ("Owner") and Milborne, LLC ("Contractor"), for Non-Native Invasive and Nuisance Plants at the Estero on the River Property, is entered into this 21st day of June 2023 ("Effective Date").

WHEREAS, the Owner solicited bids for the Project via RFB 2023-01; and

WHEREAS, the Contractor was awarded the Project based on its bid submission representing its financial, operational and technological capabilities and experience working on similar projects; and

WHEREAS, the Parties executed the Agreement on February 15th, 2023; and

WHEREAS, the Owner issued a Notice to Proceed to the Contractor and the Contractor began work on the Project; and

WHEREAS, the Owner has identified additional work that was not contemplated in the original Project Scope.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, and further supported by the consideration for this First Amendment set forth above, the Parties hereby agree to amend the Agreement as follows:

1. Vegetation Mulch in Place shall be performed by the Contractor at 8801 Corkscrew Road, Estero, Florida as per the Scope of Services outlined in their price quote dated June 12, 2023 for the sum of $11,886.89.

2. This First Amendment shall be effective upon the Effective Date.

3. Except as amended by this First Amendment, all other terms of the Agreement shall continue in full force and effect, and the Parties hereby ratify and confirm the Agreement as amended herein.

4. In the event of any conflict between the terms and conditions of the Agreement and the terms and conditions of this First Amendment, this First Amendment shall control.

IN WITNESS WHEREOF, the Parties, by their authorized signatures below, have executed this First Amendment to the Agreement.

IN WITNESS WHEREOF, the Parties, by their authorized signatures below, have executed this First Amendment to the Agreement.

Milborne, LLC

Signed by: _____

Print Name: _____

Title: _____

VILLAGE OF ESTERO

By:_____
Steve Sarkozy, Village Manager

Milborne, LLC

CLIENT:	**VILLAGE OF ESTERO**
PROJECT:	**8801 PARCEL**
PROJECT LOCATION:	**ESTERO, FL**
RE:	**VEGETATION MULCH IN PLACE**
DATE:	**June 12, 2023**

Milborne, LLC. (MB) is pleased to provide this proposal in accordance with the following scope of services:

VEGETATION MULCH IN PLACE:

1. MB shall provide all labor, equipment, fuel and incidentals to mulch all storm related downed and damaged vegetation debris from the above referenced property.
2. All mulched material will be left in place in as thin a layer of mulch as possible.
3. No off-site disposal.

NOT INCLUDED:

1. Sodding, seeding and mulching, grading, water and/or soil sampling and associated laboratory analysis, supplemental watering, surveys, orange barricade fencing, surveying, maintenance of traffic, excess soil disposal, dewatering, demolition, location of underground utilities.

OTHER CONDITIONS:

1. MB shall not be responsible for acts beyond its reasonable control, adverse soil and/or water quality, or negligence by others including inappropriate engineering or design.
2. MB shall not be responsible for any hydrologic issues related to the site.
3. Invoices submitted for work completed shall be paid within 30 day of receipt. A finance charge of 15% per month or an annual percentage rate of 18.0% will be computed on all past due balances.
4. Any incidental activity not explicitly mentioned in this proposal is excluded from the scope of work.
5. This proposal shall be valid for 30 days.

318 Poinciana Island Drive, Sunny Isles Beach, FL 33160

CONTRACT FEES:

1. MB shall perform the **VEGETATION MULCH IN PLACE** service for the sum of **$11,886.89**.

Submitted by:



Robert B. Miller
Executive Vice President

Bid No.: RFB 2023-01

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: RFB 2023-001

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

Please check as appropriate:

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

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

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

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

Signed: _____
Vendor

Printed Name Robert B Miller

Company Name Milborne, LLC

Date: February 1, 2023

Bid No.: RFB 2023-01

NAMES & ADDRESSES OF OWNERS

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

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

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

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
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			
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:			$ 48,741.00
Less Discount:			$ 7,312.00
TOTAL		**492**	**$ 41,429.00**

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	68	$ 175.00	$ 0.00	$ 11,900.00	$ 0.00
Conversions – See Detailed Breakdown Below				$ 17,200.00	$ 0.00
Onsite Implementation	164	$ 200.00	$ 0.00	$ 32,800.00	$ 0.00
Remote Implementation	328	$ 175.00	$ 0.00	$ 57,400.00	$ 0.00
TOTAL				**$ 129,400.00**	**$ 0.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 41,429.00
Total Tyler Services	$ 129,400.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 129,400.00**	**$ 41,429.00**

Contract Total	**$ 253,687.00**
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

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			
Accounting	$ 6,265.00	$ 940.00	$ 5,325.00
Accounts Payable	$ 2,525.00	$ 379.00	$ 2,146.00
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	**$ 48,741.00**	**$ 7,312.00**	**$ 41,429.00**

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

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.

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member/ID# 211752.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #090320 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 090320-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at https://www.sourcewell-mn.gov/cooperative-purchasing/090320-tti; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure Enterprise ERP software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means Village of Estero, Florida.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A

contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.

- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties' products or services, as applicable, and attached or

indicated at Exhibit D.

- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation

available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.

6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide

test results to you within a commercially reasonable timeframe after receipt of the request.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours. In the event Tyler either over provides or under provides a portion of any 4- or 8-hour scheduled block of services, an appropriate equitable adjustment will be made for one of the subsequently scheduled blocks of similar services. Any disagreement with the actual invoiced amounts may be disputed in accordance with Section E(2) of the Agreement.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and

(b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree

to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in

the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days

written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you

promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), ONE AND A HALF (1.5) TIMES THE TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, ONE AND A HALF (1.5) TIMES THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will

be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. You have represented that you are a Florida municipality exempt from sales tax and agree to provide us with a tax-exempt certificate. Our prices are based on that representation. Accordingly, the fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. Should it subsequently be determined that you are not tax exempt, you agree to let us know. In that event, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. Immigration Compliance; E-Verify. Tyler acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 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. Tyler 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 Client. Pursuant to Florida Statutes § 448.095(2), Tyler (unless Tyler employs no one else) shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Tyler's contract with the Client cannot be renewed unless, at the time of renewal, Tyler certifies in writing to the Client that it has registered with and uses the E-Verify system (or that it is not an employer). If Tyler enters into a contract with a subcontractor, the subcontractor must provide Tyler with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Tyler shall maintain a copy of such affidavit for the duration of the contract. If Tyler develops a good faith belief that any subcontractor with which he is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or

himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Tyler shall terminate the contract with the subcontractor. If the Client develops a good faith belief that Tyler has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the Client shall terminate this Agreement. 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.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida , without regard to its rules on conflicts of law.

21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

24. Eligibility to Conduct Business. Pursuant to Florida Statutes § 287.135, Tyler acknowledges it is not eligible to enter into, or renew, this Agreement if:

    (i) It 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);

    It engages in business operations in Cuba or Syria; or

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

By entering into this Agreement, Tyler 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. Tyler acknowledges that it will execute a certification to this effect at the time it executes this Agreement upon the request of Client.

Tyler shall notify the Client 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 Tyler to the Client within ten (10) days of the date of such occurrence.

In the event the Client determines, using credible information available to the public, that Tyler has submitted a false certification or that Tyler 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 Client shall provide Tyler with written notice of its determination. Tyler will have ninety (90) days to demonstrate in writing that the false certification was made in error. If Tyler does not make such demonstration within ninety (90) days, the Client shall bring a civil action and seek a civil penalty and other damages and relief against Tyler, pursuant to Florida Statutes § 287.135(5)(a). In addition, the Client may pursue any and all other legal remedies against Tyler.

25. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
	Schedule 1: Hyperlinked Terms
	Schedule 2: DocOrigin Terms
Exhibit E	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: Robt Kennedy-Jensen

Name: Robert Kennedy-Jensen

Title: Group General Counsel

Date: June 16, 2023

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Village of Estero, Florida

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices:
Village of Estero
9401 Corkscrew Palms Circle
Estero, Florida33928
Attention: _____



Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

Tyler sales quotation inserted on the following pages.

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Exhibit A

tyler technologies

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
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			
Enterprise Analytics and Reporting	1	52	$ 2,660.00

Exhibit A

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:			$ 48,741.00
Less Discount:			$ 7,312.00
TOTAL		**492**	**$ 41,429.00**

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	68	$ 175.00	$ 0.00	$ 11,900.00	$ 0.00
Conversions – See Detailed Breakdown Below				$ 17,200.00	$ 0.00
Onsite Implementation	164	$ 200.00	$ 0.00	$ 32,800.00	$ 0.00
Remote Implementation	328	$ 175.00	$ 0.00	$ 57,400.00	$ 0.00
TOTAL				**$ 129,400.00**	**$ 0.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 41,429.00
Total Tyler Services	$ 129,400.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 129,400.00**	**$ 41,429.00**

Exhibit A

Contract Total	**$ 253,687.00**
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

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Purchasing	1	40	$ 3,472.00
TOTAL:		**40**	**$ 3,472.00**

Optional Professional Services

Exhibit A

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			
Accounting	$ 6,265.00	$ 940.00	$ 5,325.00
Accounts Payable	$ 2,525.00	$ 379.00	$ 2,146.00
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

Exhibit A

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	**$ 48,741.00**	**$ 7,312.00**	**$ 41,429.00**

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

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.

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

   2.1 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.

   2.2 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

   2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

   2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

   2.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.7 Web Services: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2.8 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.

3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Exhibit B

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.§

Exhibit C
Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
(2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Exhibit C
Schedule 1

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit D
Third Party Terms

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Exhibit D
Schedule 1
Hyperlinked Terms

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: https://www.thinprint.com/en/legal-notes/eula/. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Exhibit D
Schedule 2
DocOrigin Terms

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Exhibit D
Schedule 2

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1.5 **Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.

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Exhibit D
Schedule 2

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8.3 **Assignment**. You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation 's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.

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Last Updated: July 22, 2017

Exhibit E
Statement of Work

Statement of Work to be inserted prior to Agreement execution.

Exhibit E

Village of Estero

SOW from Tyler Technologies, Inc.

5/22/2023

Presented to:
Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928

Contact:
Becky Terry, PMP
Email: Becky.Terry@TylerTech.com
One Tyler Drive
Yarmouth, ME 04096

Exhibit E

Table of Contents

PART 1: EXECUTIVE SUMMARY 1

1. Project Overview 1
1.1 Introduction 1
1.2 Project Goals 1
1.3 Methodology 1

PART 2: PROJECT FOUNDATION 3

2. Project Governance 3

3. Project Scope Control 4
3.1 Managing Scope and Project Change 4
3.2 Change Control 4
3.3 Change Request Management 4

4. Acceptance Process 6

5. Roles and Responsibilities 6
5.1 Tyler Roles & Responsibilities 6
5.1.1 Tyler Executive Manager 7
5.1.2 Tyler Implementation Manager 7
5.1.3 Tyler Project Manager 7
5.1.4 Tyler Implementation Consultant 8
5.1.5 Tyler Sales 8
5.1.6 Tyler Technical Services 8
5.2 Village Roles & Responsibilities 9
5.2.1 Village Executive Sponsor 9
5.2.2 Village Steering Committee 9
5.2.3 Village Project Manager 9
5.2.4 Village Functional Leads 11
5.2.5 Village Power Users 11
5.2.6 Village End Users 12
5.2.7 Village Technical Lead 12
5.2.8 Village Change Management Lead 12

PART 3: PROJECT PLAN 13

6. Project Stages 13
6.1 Initiate and Plan 14
6.1.1 Initial Coordination 14
6.1.2 Project/Phase Planning 15
6.1.3 Infrastructure Planning 16

6.1.4 Stakeholder Meeting 17
6.1.5 Intentionally left blank. 18
6.1.6 Control Point 1: Initiate & Plan Stage Acceptance 18
6.2 Assess & Define 18
6.2.1 Solution Orientation 18
6.2.2 Current & Future State Analysis 19
6.2.3 Conversion Assessment 20
6.2.4 Intentionally left blank. 21
6.2.5 Intentionally left blank. 21
6.2.6 Control Point 2: Assess & Define Stage Acceptance 21
6.3 Prepare Solution 22
6.3.1 Initial System Deployment 22
6.3.2 Configuration 23
6.3.3 Process Refinement 24
6.3.4 Conversion Delivery 25
6.3.5 Intentionally left blank. 27
6.3.6 Intentionally left blank. 27
6.3.7 Control Point 3: Prepare Solution Stage Acceptance 27
6.4 Production Readiness 27
6.4.1 Solution Validation 28
6.4.2 Go-Live Readiness 28
6.4.3 End User Training 29
6.4.4 Control Point 4: Production Readiness Stage Acceptance 31
6.5 Production 31
6.5.1 Go-Live 31
6.5.2 Transition to Client Services 32
6.5.3 Post Go-Live Activities 33
6.5.4 Control Point 5: Production Stage Acceptance 34
6.6 Close 34
6.6.1 Phase Closeout 35
6.6.2 Project Closeout 36
6.6.3 Control Point 6: Close Stage Acceptance 37

7. General Assumptions 37
7.1 Project 37
7.2 Organizational Change Management 37
7.3 Resources and Scheduling 38
7.4 Data 38
7.5 Facilities 39

8. Glossary 40

PART 4: APPENDICES 43

9. Conversion 43
9.1 Enterprise ERP Conversion Summary 43

9.1.1 Accounting 43
9.1.2 Accounts Payable 43
9.1.3 Contracts 43
9.1.4 Project Accounting 44

10. Additional Appendices 45
10.1 Intentionally left blank. 45

11. Project Timeline 1
11.1 ERP Project Timeline 1
11.2 Data & Insights Project Plan 2
11.3 Intentionally left blank. 2

Exhibit E

Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies ("Tyler") is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler's end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work ("SOW") documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the Village (collectively the "Project").

The overall goals of the project are to:

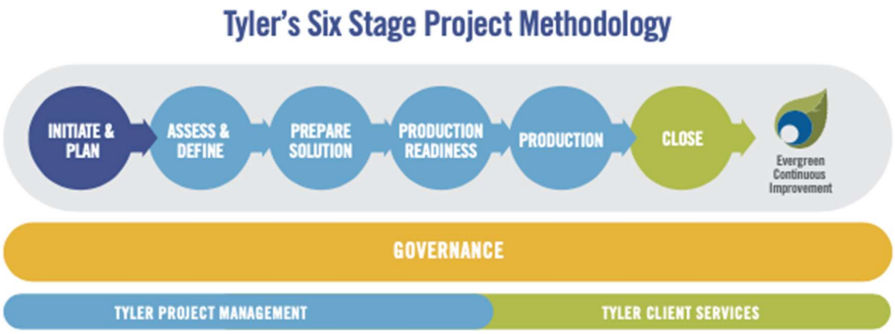
- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Eliminate redundant data entry
- Streamline business processes through automation, integration, and workflows
- Provide a single, comprehensive, and integrated solution to manage business functions
- Provide a user-friendly user interface to promote system use and productivity

1.3 Methodology

This is accomplished by the Village and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler's six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

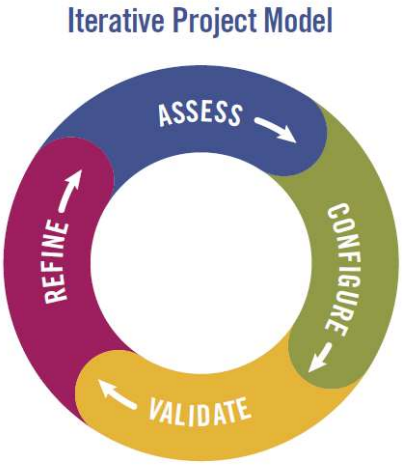
Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Village's complexity and organizational needs.

Exhibit E



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the Village and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the Village and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the Village's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

Exhibit E

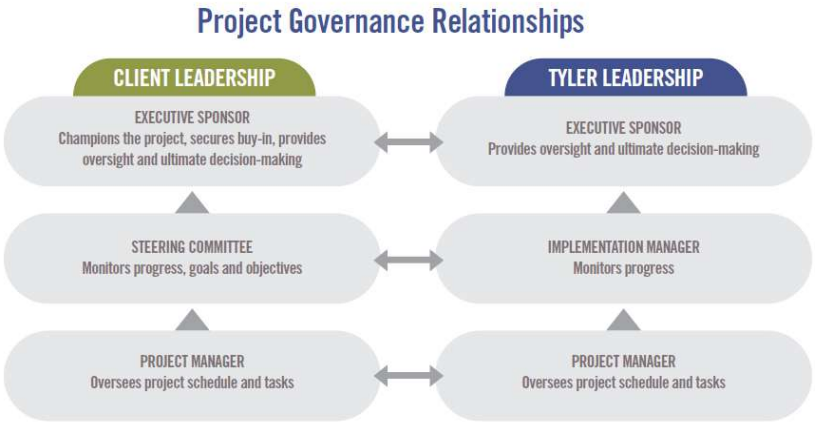
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the Village collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Village Steering Committee become the escalation points to triage responses prior to escalation to the Village and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Village and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the "triple constraints" or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

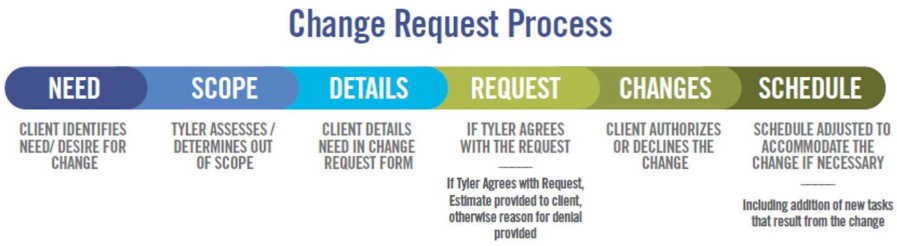
It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the Village; for example, the Village may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the Village, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The Village will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the Village). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Village office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Village will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining Village feedback and approval on Project deliverables will be critical to the success of the Project. The Village project manager will strive to gain deliverable and decision approvals from all authorized Village representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Village department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Village shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Village does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Village does not agree the Deliverable or Control Point meets requirements, the Village shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Village shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Village does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the Village and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the Village, but are roles defined within the Project. It is common for individual resources on both the Tyler and Village project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the Village 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the Village 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Village management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the Village, the Tyler Project Manager provides regular updates to the Village Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone signoffs for acceptance by the Village project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the Village project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the Village and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the Village any items that may impact the outcomes of the Project.
- Collaborates with the Village 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the Village 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the Village and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the Village through software validation process following configuration.
- Assists during Go-Live process and provides support until the Village transitions to Client Services.
- Facilitates training sessions and discussions with the Village and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

5.2 Village Roles & Responsibilities

Village resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 Village Executive Sponsor

The Village executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Village steering committee, project manager(s), and functional leads to make critical business decisions for the Village.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 Village Steering Committee

The Village steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Village project manager and Project through participation in regular internal meetings. The Village steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Village steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
    - Cost
    - Scope
    - Schedule
    - Project Goals
    - Village Policies
    - Needs of other client projects

5.2.3 Village Project Manager

The Village shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The Village Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the Village project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a

timely fashion to avoid Project delays. The Village project manager(s) are responsible for reporting to the Village steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the Village project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the Village and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the Village staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Village resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Village technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.

- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 Village Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the Village project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
    - Task completion
    - Stakeholder Meeting
    - Project Management Plan development
    - Schedule development
    - Maintenance and monitoring of risk register
    - Escalation of issues
    - Communication with Tyler project team
    - Coordination of Village resources
    - Attendance at scheduled sessions
    - Change management activities
    - Modification specification, demonstrations, testing and approval assistance
    - Data analysis assistance
    - Decentralized end user training
    - Process testing
    - Solution Validation

5.2.5 Village Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the Village business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the Village staff during and after implementation.

- Participate in conversion review and validation.

5.2.6 Village End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 Village Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Village third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the Village's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 Village Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Village's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Village and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Village Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

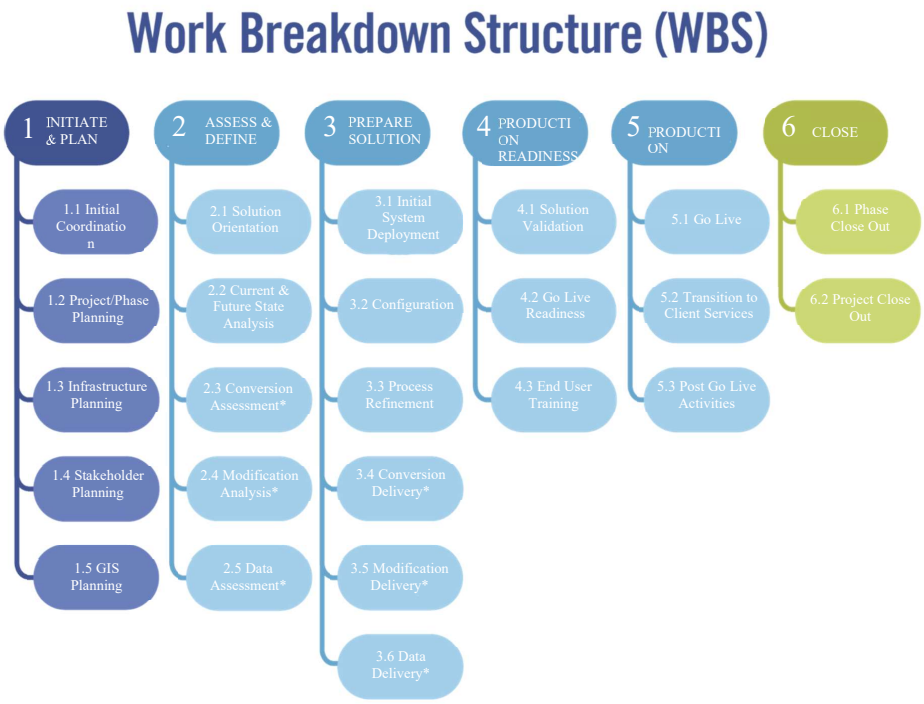
Exhibit E

Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "Work Packages". The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a "Control Point", confirming the work performed during that stage of the Project has been accepted by the Village.



Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as "Intentionally Left Blank" in Section 6 of the Statement of Work.

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the Village with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the Village gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Village's team. During this step, Tyler will work with the Village to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify Village project team.

STAGE 1	Initial Coordination																
	Tyler								Village								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Village project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the Village		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the Village to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Village Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the Village's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the Village Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the Village with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																	
	Tyler								Village									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				

Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	Village provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- Village has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train the Village to install License Software. The Village is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure the Village's infrastructure meets Tyler's application requirements.
- Ensure the Village's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								Village								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C
Schedule SaaS Environment Availability		A	R				C				I						

Schedule Installation of All Licensed Software		A	R				C				I					I
Infrastructure Audit		A	R				C				I					C

Inputs	Initial Infrastructure Requirements

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements
	Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Village Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Village team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								Village								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 Intentionally left blank.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the Village
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Village business processes. This information will be used to identify and define business processes utilized with Tyler software. The Village collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Village team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Village team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the Village for current and future state analysis.

STAGE 2	Solution Orientation

Exhibit E

	Tyler								Village								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The Village and Tyler will evaluate current state processes, options within the new software, pros, and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Village will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the Village's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis	
	Tyler	Village

Exhibit E

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Village current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- Village attendees possess sufficient knowledge and authority to make future state decisions.
- The Village is responsible for any documentation of current state business processes.
- The Village can effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

Exhibit E

STAGE 2	Data Conversion Assessment																
	Tyler								Village								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Village Source data
	Village Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Village Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the Village representatives to identify business rules before writing the conversion.
- Village subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the Village against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The Village can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS) *															
	Tyler								Village							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on Village Devices (if applicable)			I				C				A						R
Tyler System Administration			A				R				I						C

Training (if applicable)																	

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Village Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System meets prescribed checklist
	Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The Village will provide network access for Tyler modules, printers, and Internet access to all applicable Village and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the Village to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The Village collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the Village Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								Village								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			

Complete Village configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The Village is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the Village users on how to execute processes in the system to prepare them for the validation of the software. The Village collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the Village understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								Village								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			

Test configuration			I	C							A	R		C			
Refine configuration (Village Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update Village-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed Village-specific process documentation (completed by Village)	

Work package assumptions:

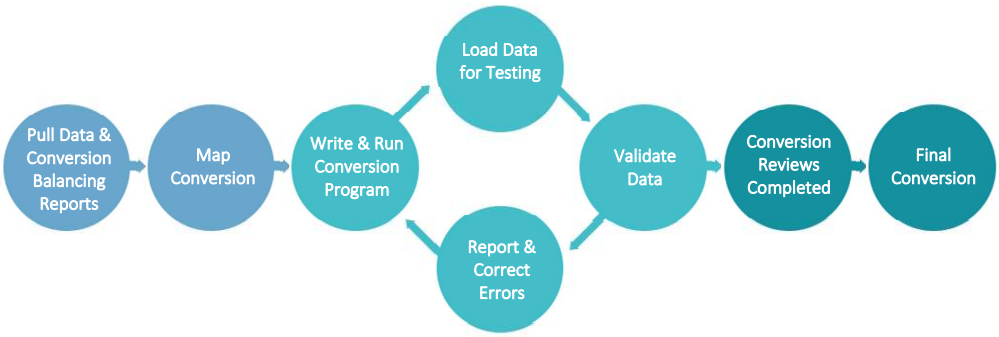
- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the Village's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the Village will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the Village to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.

Exhibit E



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								Village								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The Village will provide a single file layout per source system as identified in the investment summary.
- The Village subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The Village project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Updated solution design document (Data & Insights only).
- Prioritized data sets for review in Tyler system (Data & Insights only).
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the Village team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the Village to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the Village verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the Village organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								Village								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Village updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the Village will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the Village has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the Village will jointly agree to

move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								Village								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the Village

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. Village users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop Village specific business process documentation. Village-led training labs using Village specific business process documentation if created by the Village can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The Village is prepared for on-going training and support of the application.

STAGE 4	End User Training															
	Tyler								Village							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Village-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Village signoff that training was delivered

Work package assumptions:

- The Village project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the Village as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Village departments.
- The Village will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the Village will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the Village to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the Village and Tyler will complete work assigned to prepare for Go-Live.

The Village provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the Village manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the Village during Go-Live activities. The Village transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Village data available in Production environment.

STAGE 5	Go-Live	
	Tyler	Village

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Village confirms data is available in production environment

Work package assumptions:

- The Village will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Village business processes required for Go-Live are fully documented and tested.
- The Village Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Village Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the Village teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition

of the Village onto the Tyler Client Services team, who provides the Village with assistance following Go-Live, officially transitioning the Village to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the Village teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								Village								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer Village to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

Exhibit E

STAGE 5	Post Go-Live Activities																
	Tyler								Village								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The Village transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the Village for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the Village teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								Village								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Village
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the Village may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the Village teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								Village								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Village and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Village acceptance: Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the Village will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Village Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Village project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the Village is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the Village to make process changes.
- The Village is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Village is responsible for managing Organizational Change. Impacted Village resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted Village resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- Village resources will participate in scheduled activities as assigned in the Project Schedule.
- The Village team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the Village will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The Village will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The Village makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The Village will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The Village will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The Village is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the Village representatives to identify business rules before writing the conversion. The Village must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The Village will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Village Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The Village is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The Village will provide dedicated space for Tyler staff to work with Village resources for both on-site and remote sessions. If Phases overlap, Village will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The Village will provide staff with a location to practice what they have learned without distraction.

8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.

Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up to date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]
Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only

	one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.
Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

Exhibit E

Part 4: Appendices

9. Conversion

9.1 Enterprise ERP Conversion Summary

9.1.1 Accounting

9.1.1.1 Accounting - Actuals

- Summary account balances
- Up to 5 years

9.1.1.2 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 5 years

9.1.2 Accounts Payable

9.1.2.1 Vendors

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts

9.1.2.2 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check
- Up to 5 years

9.1.2.3 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice
- Up to 5 years

9.1.3 Contracts

- Contract header detail with many fields available to convert including fiscal year and period, vendor number, department code, description, enforcement method code, dates for award, approval, entry and expiration, retention information, user-defined type and review codes, status code, user id for entry and approver. Additional fields are also available. A balance forward contract amount is converted, if original amount is required there will be an additional charge and contracts, po's and invoices must be converted together.

9.1.4 Project Accounting

9.1.4.1 Project Accounting Master Tables

- Segments, account strings and fund string allocation table
- Requires the use of a Tyler provided (Chart of Accounts) spreadsheet for design and entry of the data to be converted

9.1.4.2 Project Accounting - Actuals

- Summary project ledger string balances. If linking to GL, must be converted at the same time.
- Up to 3 years

9.1.4.3 Project Accounting – Budget

- Original project ledger budget amounts. If linking to GL, must be converted at the same time.
- Up to 3 years

10. Additional Appendices

10.1 Intentionally left blank.

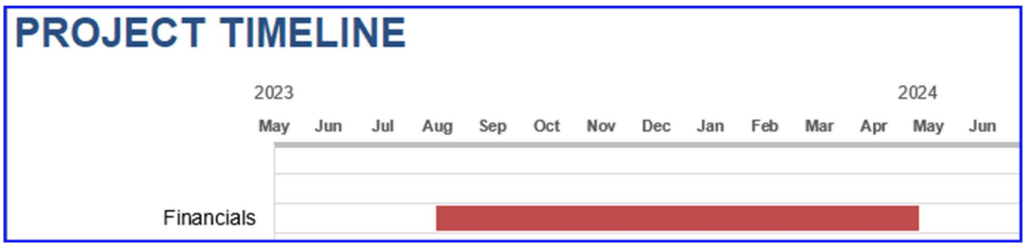
Exhibit E

11. Project Timeline

11.1 ERP Project Timeline

The Project Timeline establishes a target start and end date for each Phase of the Project. The timeline needs to account for resource availability, business goals, size and complexity of the Project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation.

The following dates may be revised based on the date the Agreement is signed and further refined during the course of the project. Tyler requires up to forty-five (45) days to move from Agreement signing to the Initiate & Plan Stage.



Phase	Functional Area(s)	Modules	Start Date	Go-Live Date
1	**Core Financials**	• Accounting/General Ledger • Accounts Payable • Accounts Receivable • Budgeting • Capital Assets • Assets Mobile • Cash Management • Contract Management • Purchasing • Project & Grant Accounting • Cashiering • ACFR Reporting (post-live)	Aug 2023 or as defined in the Project Plan and mutually agreed upon	May 2024 or as defined in the Project Plan and mutually agreed upon
	System Wide	• Enterprise Analytics & Reporting w/ Exec Insights • Enterprise Forms Processing • Content Manager Core		

Exhibit E

11.2 Data & Insights Project Plan

Data & Insights Project Plan												
	Week											
	1	2	3	4	5	6	7	8	9	10	11	12
Initiate and Plan												
Assess and Define												
Prepare Solution												
Production Readiness												
Production												
Close												

11.3 Intentionally left blank.

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.:N/A

Project Name: Contract with Tyler Technoliges, Inc. for Tyler Enterprise ERP SaaS

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.
X	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 Kennedy-Jensen,
Group General Counsel

Company Name:Tyler Technologies, Inc.

Date: June 13, 2023

NAMES & ADDRESSES OF OWNERS

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

N/A

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 21, 2023

Agenda Item:

Munis a Tyler Technologies Enterprise Resource Planning (ERP) Solution

Motion to approve the software as a service agreement (SaaS) for Munis ERP software between the Village of Estero and Tyler Technologies, Inc.

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

Background:

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.

Description:

On June 7, 2023, at a Workshop session, the Village Council gave consensus approval to move forward with the necessary negotiations to purchase Munis financial software from Tyler Technologies, Inc.

Contract negotiations have been completed with Tyler using the Sourcewell consortium contract as a basis. All costs were procured through Sourcewell Contract #090320-TTI. Sourcewell's contract provides for a 10% discount off list price and negotiations yielded an additional 5%.

Section 6 of Ordinance No. 2015-06 authorizes the use of bids/contracts entered into by other governmental authorities.

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

Action Requested:

Motion to approve the software as a service agreement (SaaS) for Munis ERP software between the Village of Estero and Tyler Technologies, Inc.

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

Process and Timeline:

Council gave consensus approval to move forward with negotiations with Tyler Technologies at a Workshop on June 7, 2023. Contract negotiated and presented to Council for approval on June 21, 2023. 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 $253,687 which includes all implementation and three years of annual fees (please note $9,590 in estimated travel expenses is not included). Funding is included in the Villages' Fiscal Year 2023-2024 Capital Improvement Plan.

Prepared by: Kevin Greenville, CPA, Finance Director

Attachments:

1. Quote from Tyler Technologies, Inc.
2. Contract with Tyler Technologies, Inc.
3. Vendor Disclosure Form for Tyler Technologies, Inc.

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 21, 2023

Agenda Item:

Estero Entertainment District Design & Permitting - EC 2022-33 STA 01

Motion to approve STA 01 to Contract EC 2022-33 with RWA Engineering to design and permit the Estero Entertainment District for $485,045.

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

Background:

In 2020 and 2022 The Village of Estero purchased two approximately 10 acres properties along Williams Road to create a combined 20-acre property owned by the Village. Half of the property is currently wooded, and the other half is currently used as a driving range.

The Village recently received proposals from private companies to develop the property as a public/private partnership. If Council approves moving forward with any of these proposals the services of a Civil Engineer will be required.

Description:

Village Staff is proposing to hire RWA Engineering to design, permit and provide construction services for the potential Estero Entertainment District. Hiring them now will allow RWA to assist with preliminary site planning and allow design and permitting to start immediately after Village Council approves any public/private partnerships.

The contract includes the following services.

Survey
Civil Construction Plans
Landscape & Irrigation Plans
Permitting (South Florida Water Management District, Village of Estero, and Lee County Utilities)
Construction Services (Bidding, Site Inspections, & Certifications)

RWA will only work on tasks when they are directed by Village Staff. The contract can be cancelled at any time of the public/private partnerships do not move forward.

Action Requested:

Motion to approve STA 01 to Contract EC 2022-33 with RWA Engineering to design and permit the Estero Entertainment District for $485,045.

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

Process and Timeline:

A project schedule is included in the attached contract. Following is a summary of the schedule.

Concept Plan Complete:	7/31/2023
Design Complete:	11/15/2023
Landscape Plan Complete:	11/15/2023
Permitting Complete:	3/31/2023

Financial Impact:

The financial impact for this contract is $485,045.

Funding for this project is included in the Fiscal Year 2022/2023 budget for the Estero Community Park Expansion. The Estero Community Park Expansion's Fiscal Year 2022/2023 budget is $5,550,000.

Prepared by: David Willems, P.E.

Attachments:

1. Location Map
2. STA 01 to Contract EC 2022-33
3. Vendor Disclosure


S Tamiami Trail
Via Coconut Point
Williams Rd
Block Ln
Horne Ln
Arenga Ln
River Ranch Rd
Springlake Cir
Silvercreek Ct
Bode Blvd
Palmetto Ridge Dr
Chartwell Breeze Dr
Indigo Isle Ct
Via Villagio
Via Garibaldi Cir
Windswept Dr
Knollview Blvd

Misc. Professional Services

EC 2022-33

STA No. 01

Project Name: Estero Entertainment District Design & Permitting

Consultant: RWA Engineering

Chris Wright - cwright@consult-rwa.com

Village of Estero Contract No.: EC 2022-33

Village of Estero Account Number:

Brief Description: Provide design and permitting services for the proposed Estero Entertainment District project.

Total Fees: $485,045

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 2022-33.

Consultant: RWA Engineering	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 B – Project Schedule

Exhibit A

June 18, 2023

Subject: Estero Village Center – Entertainment District Design and Permitting

RWA, Inc. is pleased to submit the following scope proposal for civil engineering, land surveying, landscape architecture, environmental, transportation, site lighting, hydrogeologic and geotechnical services associated with the development of the subject project. Outlined below is our understanding of the project profile and the assumptions we have used to develop our scope and associated fees in response to your request for proposal.

Project Profile

- The Village of Estero (Village) intends to develop a mixed-use entertainment district / recreational park (project) on +/- 20 acres located in the Village of Estero, Florida 33928 within Lee County. The project is generally located at the intersection of Williams Road and Via Coconut Point, in Section 34, Township 46 South, Range 25 East, Lee County, Florida.
- The project generally consists of two (2) primary anchor tenant's that will provide indoor and outdoor recreational uses, multi-purpose lawn and pavilion and passive trails on approximately +/-20 Acres.
- Proposed site improvements will generally include on-site parking and driveways, potable water and fire protection facilities, sanitary sewer collection and distribution facilities, dry pre-treatment, and stormwater detention areas, and associated underground infrastructure.
- The Village desires to retain the services of RWA, Inc. and associated sub-consultants (Consultant) and proceed with the Project as described within this proposal.

Project Assumptions

- This proposal includes performing all services described will be designed, permitted, and constructed in one phase.
- Village will make available all pertinent information, permits and documents associated with the required Project, including, but not limited to, AutoCAD files, engineer's reports, design calculations and copies of existing permit applications and approvals, legal descriptions, existing surveys, permits, title policies, judgments, and other available documents.
- This proposal relies on Village providing consultant services from the following consultants, which may or may not be included in the proposal, that are intended to be utilized as part of the project team: Architect**,** Attorney or Legal Service.
- The Village shall pay all permit, application, and recording fees required for project approvals directly to the authority having jurisdiction.
- Village agrees that Consultant may subcontract project tasks for the scope of services that they do not customarily perform. Sub-consultants shall be chosen by Consultant, based upon Consultant's professional judgment. Sub-consultant's services will be billed at cost plus associated coordination and management fees.

Scope of Services

1.0 Surveying and Mapping Services

1.1. Boundary Survey

Task Assumptions

- Consultant will utilize provided boundary survey provided by the Village and prepared by Q.Grady Minor and Associates, Inc.. If updates are necessary and cannot be provided by the original consultant the following assumptions will apply and scope of work will be performed.
- Existing easements of record within the property boundary will not need to be vacated and/or modified. These easements, if applicable, shall not create any issues during the design or permitting phases of this project.
- All surveying activities to be performed under the direct supervision of a licensed Professional Land Surveyor and shall adhere to Chapter 472, Florida Status, and the Florida Minimum Technical Standards as specified in section 5J17, Florida Administrative Code. All of the exhibits and surveys prepared as a part of this project will be prepared in accordance with Ch. 718, F.S., Ch. 472, F.S. and Ch. 5 J- 6, F.A.C.
- The title work for the project will be delivered to the surveyor no later than ten (10) days prior to the expected and agreed upon completion.

1.1.1. Prepare a Boundary Survey of the project in accordance with Chapter 472, Florida Statues, Section 5J-17, Florida Administrative Code, and the Lee County Land Development Code (LDC).

1.1.2. The survey will depict the parcel boundaries, property corners, easements, improvements, and relative information depicted on the deed for the property.

1.1.3. Review and depict survey related matters or items that may be contained in the Title Report/Commitment for the property as supplied by the Village.

1.2. Design Phase Survey

Task Assumptions

- The vertical datum for the project will be NAVD 88 in accordance with local and FEMA requirements, and the horizontal datum will be Florida State Plane Coordinate system, NAD 88 adjustment, Florida West Zone.
- Consultant will utilize provided design phase survey provided by the Village and prepared by Q. Grady Minor and Associates, Inc. and supplement provide information as needed to include, but not limited to the following:

1.2.1. Additional topographic or feature information for the developable site area and along the perimeter outside the existing property boundary.

1.2.2. Within Williams Road and Via Coconut Point right-of-way, obtain cross sections at 100 ft intervals for approximately 3,000 ft.

1.2.3. Locate up to 1,000 ft. of wetland lines based upon field information provided by the environmental consultant.

1.2.4. Locate water and force main adjacent to site on east and north sides. GPR will be utilized for marking the locations.

1.2.5. Supplemental heritage trees information if needed to supplement information collected by environmental consultant.

1.3 Easement Descriptions

1.3.1. Consultant will prepare easement sketches and descriptions for proposed easements required for the project. It is estimated that there will be up to three (3) separate easements that will be required for the Project. Additional easements will require additional fees.

2.0 Data Collection and Conceptual Design Services

2.1. Concept Site Plans

2.1.1. Consultant will review available information and create a conceptual site plan using building footprints and similar site layouts provided by the Village to accommodate the two potential primary anchor tenants. The site plan will include the required storm water detention as well as walking paths around the property.

2.1.2. Review adjacent SFWMD permits and other available information to determine the wet season water table and allowable discharge rate. Perform conceptual storm water management modeling to determine the required lake size for detention.

2.1.3. Consultant will meet and coordinate with the Village and tenants to review and determine modifications to be incorporated into the conceptual site plan.

2.1.4. Consultant will modify the site plan as requested by the Village and tenants.

2.1.5. Consultant to present final version of the concept site plan to Village Council for approval.

2.2. Final Site Planning

2.2.1. Prepare one (1) Final AutoCAD Site Plan that will form the basis for the overall configuration used to develop engineering/construction plans. The site plan will depict and quantify the relationship, size, and configuration of the major land use elements of the Project including landscape buffers, open spaces, internal vehicular circulation, and storm water detention areas. The site plan will be based upon the Village approved concept site plan.

2.2.2. Check site plan for consistency with applicable zoning and development regulations.

2.2.3. Utilize AutoTurn software for fire truck and garbage truck circulation and adjust site plan as necessary.

2.2.4. Prepare minor modifications to the final AutoCAD site plan as applicable for review and approval by the Village and tenants.

2.2.5. Consultant to present final site plan to Village Council for approval.

2.3. Civil Engineering Services

2.3.1. Consultant will coordinate with Lee County Utilities and Lee County Parks and Recreation for proposed connections to the adjacent utilities and prepare an infrastructure master plan.

2.3.2. Refine conceptual storm water management modeling for final site plan and perform drainage calculations to size storm drains.

2.3.3. Prepare preliminary infrastructure plan layout for the Project. The plan will be based upon the final site plan approved by the Village and provided to the Village for discussion and input.

2.3.4. Prepare minor modifications to the preliminary infrastructure plan based upon Village feedback.

2.3.5. Attend up to five (5) design coordination meetings with the overall development team.

2.3.6. Following each design coordination meeting, the Consultant will prepare meeting notes and identify coordination / action items that will need to be further evaluated and/or resolved prior to starting the design process.

2.3.7. Identify conditions or constraints that need coordination/action items and provide Village with viable solutions. Issue any needed design memos or recommendations.

2.4. Geotechnical Services

Task Assumptions

- Services under this task to be provided by Universal Engineering Sciences, LLC (UES).
- Village agrees to confirm that the current property owner(s) has granted site access to our personnel for the performance of the work, and County personnel for permit inspection. If this assumption is incorrect, we must be notified prior to permit application.
- Consultant will contact Sunshine State One Call to have any known utilities at the test boring locations identified. Utility locates will take a minimum of 72 hours for completion. Consultant cannot be responsible for underground utilities or structures not identified to us.
- This proposal is based on the site being accessible to our truck or track-mounted drilling equipment.
- If unsuitable and/or unstable soil conditions are encountered, the boring depth will be increased to obtain sufficient data to provide geotechnical recommendations.

2.4.1 Services to be performed will generally include the following items:

a. Lee County Drilling Permit
b. Estero Vegetation Permit
c. Limited Site Clearing for Drill Rig Access
d. Mobilization of Drilling Equipment
e. Drilling and Grouting of Borings (Proposed 2 borings at 25 feet)
f. Project Management
g. Geotechnical Engineering Report

2.5. Transportation Services

Task Assumptions

- Services under this task to be provided by Trebilcock Consulting Solutions, PA (TCS).
- In addition, TCS will review development parameters supplied by the Village of Estero for Via Coconut Point and Williams Road accesses and incorporate them in the analysis.
- We will use the 2045 FDOT District 1 FSUTMS MODEL for evaluating projected traffic volumes.

1.1.1 Prepare a Traffic Impact Statement (TIS) in accordance with Village of Estero guidelines to support the project development submittal. Existing available traffic data will be used to prepare the TIS. Assume no site traffic counts or intersection analysis, except as specified.

2.1.1 Coordinate with Village staff and tenants to establish appropriate TIS methodology, and coordinate on applicable transportation issues.

3.1.1 Coordinate with and assist project team and/or Village staff regarding transportation elements of the project.

4.1.1 Site Access Analysis

5.1.1 Evaluate two proposed accesses for the project.

6.1.1 Primary access at Via Coconut Point will be a conventional design with turn lanes. Secondary access on Williams Road will be evaluated and a Roundabout will be considered.

7.1.1 Respond to Village staff review comments as needed and prepare and submit support documents for the two TIS regarding project transportation issues based on requests for additional information from Village.

8.1.1 Coordinate with the project team and/or Village staff regarding transportation issues that require resolution.

9.1.1 Attend the Planning Board and/or the Village Council meetings, as may be required to represent the project regarding transportation issues.

10.1.1 Coordinate with the project team and Village staff regarding transportation follow-up issues as a result of the public hearing process.

11.1.1 As needed collect new traffic count information to support the TIS process.

2.6. Environmental Services

Task Assumptions

- Services under this task to be provided by Turrell Hall and Associates, Inc. (THA).
- The project site will not have any listed species during the initial site investigation. If listed species are identified additional scope of services and fees will be required.

2.6.1. Attend meetings and conference calls with the team.

2.6.2. Initial Site Investigation and Data Collection - Conduct site visit to map vegetative habitats according to the Florida Land Use Cover and Forms Classification System (FLUCFCS).

2.6.3. Delineate any potential jurisdiction wetlands with flag and wetland data sheets. GPS potential jurisdictional wetland line (if applicable).

2.6.4. Provide seasonal high water mark nails for engineers (if applicable).

2.6.5. Listed Species - Survey site for local, state, and federal floral and faunal species which have a protected status and GPS their locations (if identified).

2.6.6. Identify any potential nests, burrows, or cavity trees onsite and GPS their locations.

2.6.7. Prepare a report on the findings.

2.6.8. Heritage Trees - Conduct a survey to document trees onsite which meet the LDC requirements for Heritage Trees and GPS their locations, photos, and descriptions.

2.6.9. Agency Wetland Jurisdictional Determination - Coordinate and attend any agency site visits required for wetland determinations.

2.7. Hydrogeologic Services

Task Assumptions

- Services under this task to be provided by Water Science Associates Inc. (WSA).
- The project is anticipated to require irrigation water for landscaping and turfgrass and dewatering will be necessary during lake and deep utility installations.
- The South Florida Water Management District (SFWMD) will require a water use permit for irrigation and temporary construction dewatering during site development.
- Scope of work for the preliminary water use analysis for the site development includes preparation of the water use permits for irrigation and dewatering.

2.7.1. Compilation and Review of Existing Water Resource Information – Data that are proposed to be analyzed include existing water use permitting documents, site development plans, land use summaries, hydrogeologic characteristics, soil borings, aquifer tests, water levels, water quality, reclaimed water availability status, etc. We propose to compile this information from the development team as well as public and in-house records. This information will be used to prepare a water use permitting plan for the irrigation requirements at the project site. Data will also be reviewed for direct indicators of potential adverse impacts (or a lack of) relative to historic land uses in the area of the project site.

2.7.2. Conceptual Design of Water Supply System – After completing the data compilation/review, we will evaluate different water resource options and prepare a conceptual design for a water supply system for the site. Some of the options may include using: a) the lake system with partial resupply from shallow groundwater wells, b) the lake system without a groundwater resupply, and/or c) incorporation of the reclaimed water into the project to supply Irrigation Quality (IQ) water. We will also provide recommendations on project lake configurations to help in maintaining a viable freshwater resource on the site and improved aesthetic properties.

3.0 Civil Engineering Design and Construction Plans

3.1. Civil Engineering Services

Task Assumptions

- An onsite gravity sewer system and lift station with a force main that will manifold to an existing 6” force main adjacent to the north side of the site will be necessary.

3.1.1. Consultant will design the required on-site infrastructure and prepare the associated reports for the park and accessory facilities, as required under Village of Estero Community Development regulations. Design will include gravity sewer, lift station, force main, water main, grading and storm drainage.

3.1.2. Consultant will prepare construction plans, technical specifications, and an opinion of probable cost. Constructions plans will include: cover sheet, general notes, existing conditions, master site plan, master infrastructure plan, water and sewer plan view, water and sewer profiles, site construction plan, striping, sections, paving, grading and drainage details, general details, SWPPP, turn lane plan, lift station plan and details.

3.2. Site Lighting Services

Task Assumptions

- Services under this task to be provided by Trebilcock Consulting Solutions, PA (TCS).
- TCS will provide lighting design services with photometrics which will meet the criteria for nighttime use. We will provide certifications for each project area.
- Project to use private lighting with no pipe/wire design required.

3.2.1. Prepare a lighting plan for the parking lot and interior access streets.

3.2.2. Prepare a lighting plan for up to a 5,000 linear pathway using bollards or other lower height lighting.

3.2.3. Coordinate with applicable project team members on selection of light fixtures and standards, and other required items to be included.

3.2.4. Coordinate with applicable project team members to work with other site improvements to avoid physical conflicts (e.g., light pole on top of a waterline, landscaping).

3.2.5. Coordinate with the applicable project team members regarding site issues that require resolution.

3.3. Off-Site Improvements

Task Assumptions

- An existing 10" potable water main located along the north and east property boundaries and within the Lee County Estero Community Park and Williams Road rights of way is expected to sever this project. This existing water main is assumed to be of sufficient size and will be our primary points of connection.
- An existing 6" sanitary sewer force main and pump station (that serves two separate projects) is located adjacent to the project and within the Lee County Estero Community Park. It is assumed that Lee County Utilities and Lee County Parks and Recreation will be agreeable to an additional connection to service this project.

3.3.1. Consultant will design turn lanes as indicated by the traffic study and within the Via Coconut Point and Williams Road right of way and coordinate with the Village of Estero and Lee County Parks for access requirements.

3.3.2. Consultant will design necessary off-site potable water and sanitary facilities to serve the project. Extensions to existing water and sewer mains are limited to 500 liner feet total and an upgrade to the existing pump station located within the Lee County Estero Community Park.

4.0 Landscape Architecture

4.1. Schematic Landscape and Irrigation Plans

4.1.1. Consultant will design the required landscape and irrigation plans for the site depicting the landscape and irrigation components.

4.1.2. Consultant will prepare construction plans, technical specifications, and a landscape architect's opinion of probable cost for the landscape architecture related elements.

4.1.3. Provide signed and sealed plan sets as needed for submittal to Village of Estero Community Development. Provide revisions in response to staff review comments.

4.2. Landscape Architecture Final Plans

4.2.1. Planting Design – Consultant will prepare landscape planting plans for the site.

4.2.2. Irrigation Design – Consultant will prepare irrigation plans for the site after approval of the landscape planting plans. Irrigation plans will include the layout of the system, along with appropriately sized pipe, fittings, and other components. Identification of materials, technical specifications, and general construction details will also be included. Design will be based on water pressure and availability.

4.2.3. Hardscape Design – Consultant will prepare hardscape plans for the site areas agreed upon between the Village and Consultant. Hardscape plans will include general dimensions, locations, and patterns for the hardscape areas, along with the identification of materials, technical specifications, and general construction details.

4.2.4. Site Furnishing and Signage – Consultant shall offer a site furnishing selection exhibit to the Village and locate furnishing within the site area of the proposed project based on the Village-approved landscape plan. Provide for the design of wayfinding project signage.

5.1.3. Final Construction Documents – Final Plans will be prepared for release to contractors for bidding and construction. The documents will include the plan set components established in all previous phase(s) of the Scope of Services and will be a refinement of these plans based on Village review comments.

5.0 Permitting

5.1. Development Order (DO)

Task Assumptions

- Consultant does not guarantee approval of the DO. Consultant will pursue the DO as stated in the Scope of Services for this proposal and will coordinate with Village and agency staff on any application review issues.

5.1.1. Prepare for and attend one (1) preapplication meeting with Village staff.

5.1.2. Prepare for, conduct and follow-up on one (1) public informational session within the Estero Community conducted by the Design Review Board in accordance with application for DO requirements.

5.1.3. Consultant will prepare and submit one (1) DO application for the site depicting the civil engineering infrastructure, landscape, lighting components as required by the Village of Estero Community Development Land Development Code (LDC).

5.1.4. Consultant will support the DO application process as needed until deemed technically complete by the Development Review Manager.

5.1.5. Consultant will prepare for and attend necessary public hearings conducted by the Planning Zoning and Design Board (PZDB) for the purpose of DO approval.

5.1.6. Follow-up on any post hearing requirements to facilitate issuance of the DO approval letter and plans.

5.1.7. Environmental Services will be provided by Turrell Hall and Associates Inc. as follows:

a. Attend meetings and conference calls with the team.

b. Prepare environmental permit applications for The Village Zoning and/or Site Development approvals, including any Preserve or Indigenous Management Plans needed.

c. Address heritage trees and their proposed status with regards to the site plans.

d. Respond to Requests for Additional Information on the local applications to finalize Zoning and/or Site Development Plans.

5.1.8. Support Services to be provided by Trebilcock Consulting Solutions, PA as follows:

a. Respond to Village review comments and/or project matters that require resolution during the permit review process.

5.2. Lee County Utilities Permit

Consultant will prepare, submit and support one (1) Lee County Utilities application for the site depicting the utility infrastructure components as required by Lee County Utilities Design Manual.

5.3. NPDES Notice of Intent

Consultant will prepare, submit and support one (1) Construction Generic Permit (CGP) Notice of Intent (NOI) to the FDEP to obtain coverage under an NPDES stormwater permit and prepare a Stormwater Pollution Prevention Plan (SWPPP).

5.4. FDEP Utility Permits

4.2.2. Consultant will prepare, submit and support one (1) permit application for the required FDEP Permit to construct PWS Components for submittal to the Lee County Health Department.

4.2.2. Consultant will prepare, submit and support one (1) permit application for the required FDEP Notice of Intent (NOI) to Use General Permit for Sewer Collection/Transmission System.

5.5. Village Right of Way Permit

Consultant will prepare, submit and support one (1) right-of-way application for the proposed improvements within Williams Road and Via Coconut Point rights-of-way as required by the Village of Estero.

5.6. Lee County LDO Permit

Consultant will prepare, submit and support one (1) Limited Development Permit (LDO) application to Lee County for the proposed improvements that will be required within the Lee County Estero Community Park parcel.

5.7. Seminole Gulf Railway Permitting

Consultant will prepare, submit and support one (1) application if necessary for the purpose of discharging stormwater runoff into the Seaboard Coastline Railroad right of way. Assist Village of Estero staff as needed during negotiations to obtain necessary approvals during the permitting process.

5.8. SFWMD ERP

5.8.1. Prepare a permit application with corresponding engineering calculations to satisfy SFWMD criteria. Prepare and gather the required ERP application documents for submittal to SFWMD.

5.8.2. Submit the ERP application package to SFWMD.

5.8.3. Respond to civil engineering related review comments issued by SFWMD.

5.8.4. Prepare revisions to the design, calculations and plans based upon review comments received from SFWMD.

5.8.5. Environmental Services will be provided by Turrell, Hall and Associates Inc. as follows:

a. Attend meetings and conference calls with the team.

b. Prepare state environmental supplement and application sections for engineers to submit with their plan set.

c. Prepare a 404- Waters of the U.S. (WOTUS) analysis for submittal.

d. All permit exhibits will be provided with the various state and federal applications.

e. Respond to Requests for Additional Information on state and/or federal applications to finalize permit authorizations.

f. Coordinate with any wildlife agencies as needed to finalize the state and/or federal permits.

5.9. SFWMD WUP – Irrigation

Hydrogeologic Services to be provided by Water Science Associates Inc. as follows:

Task Assumptions

- This scope/cost includes a response to a Request for Additional Information (RAI) to clarify submitted information, exclusive of groundwater flow modeling, site testing, or wetlands assessment.
- The water use allocation will not exceed 3 million gallons per month and a groundwater flow model will not be required.
- The development will require dewatering during construction of the lake(s) and deep utilities. The facility will likely fall within the criteria of an Individual Dewatering Permit.
- This scope/cost includes a response to a Request for Additional Information (RAI) to clarify submitted information, exclusive of groundwater flow modeling, site testing, or wetlands assessment.
- This proposal assumes all dewatering discharges will remain on the project site and does not include a request for offsite discharge. The performance of dewatering control structures (i.e. recharge trenches and temporary retention cells) may vary based on actual site conditions.

5.9.1. Application for a Water Use Permit for Irrigation - Based on the evaluations for Tasks 1 and 2, the project may be developed with a standalone water use permit. The project will require irrigation water for the landscaping and turf grass. The permit would meet the criteria for a small Individual Water Use Permit if allocations are less than 3 million gallons

per month (MGM) which has implications to both our cost and level of effort as noted below. We propose the following work elements:

a. Determine the irrigation requirements for the project site based on the proposed total irrigated acreage from the design engineer's land use plan.
b. Review soil boring reports (to be provided by the development team) and nearby lithologic logs from public records to evaluate the shallow lithology and suitable aquifers for irrigation source water.
c. Review hydrogeologic characteristics at the site based on review of previous permits, applications, and technical documents from in-house files and public records.
d. Perform a limited survey of permitted water users and private water users (using public records) to aid in identifying potential users of groundwater in the immediate area of the project site.
e. Identify the most practical sources of groundwater for irrigation with respect to competing users and site needs, including multiple sources.
f. Conduct analytic saline water upcoming and/or mass balance saline water blending calculations if the use of brackish water is proposed.
g. Compile applicant and ownership information and authorization for the water use permit application
h. Prepare an application for an Individual Water Use Permit for irrigation for submittal to the development team and the SFWMD.

5.10. SFWMD WUP – Dewatering

5.10.1. Application for a Water Use Permit for Dewatering - The development will require dewatering during construction of the lake(s) and deep utilities. The facility will likely fall within the criteria of an Individual Dewatering Permit which can request a duration of one year or multi-years (based on review fee). We propose the following work elements:

a. Coordinate with Applicant to obtain approval from the owner of the receiving water body.
b. Estimate hydraulic characteristics of the shallow water table based on the results of nearby soil borings (provided by the development team) and existing data from nearby projects (from available public records).
c. Review nearby lithologic logs and dissolved chloride data of wells installed in the area (from public records or in-house data) to determine the lithology of strata to be dewatered the depth to confinement and salinity.
d. Identify/compile existing users of the Water Table Aquifer in the area of the project site from public records and in-house data that might be impacted by construction dewatering activities.
e. Review site plans and engineering cross sections to determine maximum and average depths of excavation and dewatering and areas that may be available for effluent storage and disposal.
f. Prepare a dewatering plan that demonstrates how potential adverse impacts will be avoided, and which provides the routing and storage of groundwater which will be discharged during dewatering of the site.

g. Prepare an application for an Individual Dewatering Permit for submittal to the development team and the SFWMD.

6.0 Construction Phase Services

6.1. Bidding Coordination

6.1.1. Prepare a final opinion of cost and bid tabulation for the civil engineering and landscape elements of this project.

6.1.2. Receive bids and review for accuracy. Consultant will make a recommendation for the contractor to be selected based on the bid review.

6.1.3. General coordination with Village and contractors as needed during the bidding process.

6.1.4. Prepare related addendums associated with the bidding.

6.1.5. Bidding Phase Services to be provided by Trebilcock Consulting Solutions, PA as follows:

a. Assistance during the bidding process to answer technical questions about the project improvements.

b. Once bids are opened, the consultant will confirm that the required components of the bids have been submitted.

c. Conduct an analysis of the bids and will provide a recommendation on the award of the contract after the review of the bid components for the project.

6.2. Services During Construction

6.2.1. Provide once a week field representation services during construction and installation of the site infrastructure. The service during construction scope of service assumes that Village will provide their contract manager and field representative to coordinate with the Contractor. It is assumed the duration of site construction will last six (6) months.

6.2.2. Attendance at one pre-construction meeting for each phase with the Village of Estero Development Services, Lee County Utilities, and SFWMD.

6.2.3. Provide assistance during construction to answer contractor questions related to the construction plans.

6.2.4. Review shop drawings.

6.2.5. One-time engineering representation for construction testing performed by the contractor for the following:

a. Potable water line pressure test.

b. Potable water line tie in (2)

c. Force main tie in.

d. Sanitary sewer low air pressure test.

e. Pump station start up.

f. Force main pressure test.

6.2.6. General coordination with other consultants and utility service providers.

6.2.7. Review of contractor prepared as-builts, preparation of certifications to Lee County Utilities and SFWMD.

6.2.8. Construction Phase Services to be provided by Trebilcock Consulting Solutions, PA. Provide services during construction of the project, which may include, but not be limited to:

a. Meetings and site visits.

b. Plan revisions as needed.

c. Shop drawing review.

d. Responding to Requests for Information (RFI).

6.3. Certificate of Completion

6.3.1. Consultant will visit the site to certify that the site development is in substantial compliance with the approved Development Order and prepare a Letter of Substantial Compliance for engineering.

6.3.2. Consultant will submit Letters of Substantial Compliance for engineering to Lee County Development Services to request an inspection and Certificate of Compliance for each building as they are completed. This is assumed to occur with one building at a time.

6.3.3. Lighting Certification Services to be provided by Trebilcock Consulting Solutions, PA as follows:

a. Lighting Certification for the Parking Lot, Interior Streets and Pathway Lighting.

b. Verify existing lighting levels on the site by conducting physical measurements with a light meter assuming one (1) certification per area.

c. As applicable certification will be conducted using HRS criteria for nighttime use.

d. Prepare and submit the engineer's site lighting certification of completion. Certification will be in accordance with Village outdoor lighting regulations.

6.4. Site Acceptance

6.4.1. Prepare record drawings of civil engineering infrastructure for each phase designed by Consultant as required for certification by the engineer.

6.4.2. Prepare certificates of construction completion to SFWMD.

6.5. Landscape Certification

6.5.1. Coordinate final acceptance and conduct final walk through with Village, and prepare final observation report with Final Punch List, for all work designed by RWA.

6.5.2. Prepare record drawings, from the as-built plans provided by the contractor, of all constructed elements of the project as required for project certification.

6.5.3. Consultant will visit the site to certify that the development is in substantial compliance with the approved plans and prepare a Letter of Substantial Completion for landscape architecture.

7.0. Reimbursable Expenses

7.1.1. Expenses for blueprints, reproduction services, overnight or express delivery services and vehicle mileage shall be reimbursable to the Consultant.

Excluded Services

The professional services to be provided by Consultant are limited to those described in the Scope of Services. All other services are specifically excluded.

Exhibit B

Professional Service Fees

The professional service fee estimates for the associated scope of services are listed below. All fees noted below are Time Material and Expenses not to exceed.

			Fee
1.0	**Surveying and Mapping Services**		
1.1	Boundary Survey		$ 5,720
1.2	Design Phase Survey		$ 11,535
1.3	Easement Descriptions		$ 1,720
		Sub-Total:	**$ 18,975**
2.0	**Data Collection and Conceptual Design Services**		
2.1	Concept Site Plans		$ 20,025
2.2	Final Site Planning		$ 14,310
2.3	Civil Engineering Services		$ 25,285
2.4	Geotechnical Services		$ 6,000
2.5	Transportation Services		$ 37,400
2.6	Environmental Services		$ 6,780
2.7	Hydrological Services		$ 6,640
		Sub-Total:	**$ 116,440**
3.0	**Civil Engineering Design and Construction Plans**		
3.1	Civil Engineering Services		$ 53,820
3.2	Site Lighting Services		$ 19,800
3.3	Off-Site Improvements		$ 29,650
		Sub-Total:	**$ 103,270**
4.0	**Landscape Architecture**		
4.1	Schematic Landscape and Irrigation Plans		$ 14,545
4.2	Landscape Architecture Final Plans		$ 35,270
		Sub-Total:	**$ 49,815**

			Fee
5.0	**Permitting**		
	5.1	Development Order	$ 45,500
	5.2	Lee County Utility Permit	$ 4,880
	5.3	NPDES Notice of Intent	$ 2,060
	5.4	FDEP Utility Permits	$ 4,520
	5.5	Village Right of Way Permit	$ 7,640
	5.6	Lee County LDO Permit	$ 5,440
	5.7	Seminole Gulf Railway Permitting	$ 9,960
	5.8	SFWMD ERP	$ 36,785
	5.9	SFWMD WUP – Irrigation	$ 6,635
	5.10	SFWMD WUP – Dewatering	$ 6,635
		Sub-Total:	**$ 130,055**
6.0	**Construction Phase Services**		
	6.1	Bidding Coordination	$ 11,150
	6.2	Services During Construction	$ 33,260
	6.3	Certificate of Completion	$ 4,150
	6.4	Site Acceptance	$ 11,070
	6.5	Landscape Certification	$ 3,860
		Sub-Total:	**$ 63,490**
7.0	**Reimbursable Expenses**		**$ 3,000**
		Overall Total:	**$ 485,045**

Exhibit C

Preliminary Milestone Schedule

The proposed milestone schedule dates are based upon a notice to proceed being issued by July 3, 2023.

Scope of Services		Substantially Complete Target Date
1.0	**Surveying and Mapping Services**	
1.1	Boundary Survey	August 15, 2023
1.2	Design Phase Survey	August 15, 2023
1.3	Easement Descriptions	TBD
2.0	**Data Collection and Conceptual Design Services**	
2.1	Concept Site Plans	July 31, 2023
2.2	Final Site Planning	August 15, 2023
2.3	Civil Engineering Services	September 15, 2023
2.4	Geotechnical Services	August 15, 2023
2.5	Transportation Services	August 31, 2023
2.6	Environmental Services	August 31, 2023
2.7	Hydrological Services	August 31, 2023
3.0	**Civil Engineering Design and Construction Plans**	
3.1	Civil Engineering Services	November 15, 2023
3.2	Site Lighting Services	November 15, 2023
3.3	Off-Site Improvements	November 15, 2023
4.0	**Landscape and Irrigation**	
4.1	Schematic Landscape and Irrigation	September 15, 2023
4.2	Landscape Architecture Final Plans	November 15, 2023
5.0	**Permitting**	
5.1	Development Order	April 15, 2024
5.2	LCU Permit	April 15, 2024
5.3	NPDES Notice of Intent	April 15, 2024
5.4	FDEP Utility Permits	May 15, 2024
5.5	Village Right of Way Permit	April 15, 2024
5.6	Lee County LDO Permit	March 15, 2024
5.7	Seminole Gulf Railway Permit	April 15, 2024
5.8	SFWMD ERP	March 15, 2024
5.9	SFWMD WUP – Irrigation	March 15, 2024
5.10	SFWMD WUP – Dewatering	March 15, 2024
6.0	**Construction Phase Services**	
6.1	Bidding Coordination	TBD
6.2	Services During Construction	TBD
6.3	Certificate of Completion	TBD
6.4	Site Acceptance	TBD
6.5	Landscape Certification	TBD

CN No.: CN 2023-01

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.:_____

Project Name: VILLAGE OF ESTERO MIXED USE RESIDENTIAL PARK

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 CHRISTOPHER O. WRIGHT

Company Name: RWA INC.

Date: JUNE 15, 2023

CN No.: CN 2023-01

NAMES & ADDRESSES OF OWNERS

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

CHRISTOPHER O. WRIGHT
6610 WILLOW PARK DRIVE
SUITE 200
NAPLES, FL 34109

NO OTHER INDIVIDUALS HAVE A SHAREHOLDER INTEREST GREATER THAN 5%

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 21, 2023

Agenda Item:

Public hearing to consider Settlement Agreement between the Village of Estero and Long Bay Partners, LLC; TOP CR Associates, LLC; and PAC Estero Apartments, LLC, related to The Brooks Town Center property lawsuit.

Motion to Approve Settlement Agreement.

Background and Description:

An application for Final Plan Approval was filed on June 26, 2020 for a project named "The Residence at Brooks Town Center". The application was for 154 multifamily low rise (4-story, 50 feet tall) dwelling units to be located in the 9.95-acre shopping center at the northwest corner of Three Oaks Parkway and Coconut Road which is part of The Brooks Development of Regional Impact. The proposal is to demolish the vacant Winn Dixie structure and construct a multifamily building on the east end of the property, leaving the smaller existing retail units and the bank on the west end of the site.

There was a disagreement between the Village and applicant as to the appropriate process for a Final Plan Approval. This resulted in the plaintiffs filing suit against the Village in 2020.

After a series of actions from 2020 to 2023, including court-ordered non-binding arbitration, an appeal of the administrative staff decision, a vested rights determination, declaratory judgment action, writ of certiorari, and a second non-binding arbitration process, the parties have negotiated a settlement agreement for Council's review.

The settlement agreement and summary of settlement points are attached.

Action Requested:

Motion to Approve Settlement Agreement.

Financial Impact:

The Village will not incur additional costs of litigation.

Attachments:

1. Summary of Settlement Points
2. Draft Settlement Agreement and Exhibits

ATTACHMENT 1

Summary of Settlement Points

- Final Plan Approval for the 154-unit multifamily project will be processed by staff and reviewed at the next Planning Zoning and Design Board meeting (July 11, 2023).
- Rezoning is not required.
- Additional project enhancements will include:
    - Enhanced architectural design (see elevation attached to Settlement Agreement)
    - Enhanced landscaping and partial decorative wall along Three Oaks Parkway and Coconut Road (see attached Wall Design and Site Landscape Plan)
    - Concrete block construction for multiple family building
    - Applicant will refresh and upgrade existing shopping center with repaint, new lighting fixtures in the parking lot, and updated monument signs
    - Applicant will construct paver block crosswalks to provide pedestrian connectivity between the multifamily and commercial uses
    - High level of amenities for residents
- Plaintiff will dismiss both cases once the Final Plan Approval and Development Order are approved.

Next Steps

If the Council approves the Settlement Agreement, next steps are:

- Staff prepares staff report for Final Plan Approval.
- Planning Zoning and Design Board holds hearing at next meeting on July 11, 2023 and makes decision on Final Plan Approval.
- Applicant files Development Order (site plan) to be reviewed by Planning Zoning and Design Board. Public Information Meeting will be held in July.
- Both lawsuits are held in abeyance and will be dismissed once the Development Order is approved.

SETTLEMENT AGREEMENT

Long Bay Partners, LLC, Top-CR Associates LLC, and PAC Estero Apartments LLC, (together "Plaintiffs") and The Village of Estero, a Florida municipal corporation ("Village") (Defendant), hereby enter this Settlement Agreement on this ___ day of _____, 2023 (the "Effective Date") as follows:

WHEREAS, Plaintiffs are, respectively the owner, lease owner, and apartment developer for an approximately 9.95-acre property within the Town Center of the Brooks of Bonita Springs ("Brooks") planned development; and

WHEREAS, the Brooks was approved by Lee County as a Development of Regional Impact (the "Brooks of Bonita Springs DRI") and by Resolution Z-97-037 as a Mixed Use Planned Development in 1997; and

WHEREAS, the 1997 approvals included a list of permitted uses within the Town Center parcel, which included commercial and multi-family; and

WHEREAS, an in-line commercial center was constructed with a Sweetbay grocery store as the anchor tenant, the anchor tenant was not economically viable at the site and has been closed for years; and

WHEREAS, Plaintiffs now wish to redevelop the property to a four-story apartment development with amenities "("Project"); and

WHEREAS, on June 26, 2020, PAC Estero Apartments, LLC submitted an application for "Final Plan Approval" for the Project, also known as The Residences at Brooks; and

WHEREAS, in 2020, Village staff made the determination that the appropriate process for Plaintiffs to obtain the necessary approvals for the Project was by a minor planned development amendment (rezoning), the Plaintiffs did not agree that the Project required a rezoning; and

WHEREAS, Plaintiffs have subsequently filed a declaratory judgment action in case no.: 21-CA-6004 ("Suit"), currently pending in Circuit Court in Lee County; and

WHEREAS, at the same time, and based on the same factual background, Plaintiffs filed a companion Petition for Writ of Certiorari in case no.: 210CA-6046 ("Petition"), currently pending in the Appellate Division of the Twentieth Circuit Court; and

WHEREAS, the Suit seeks a declaration that the Council's decision is in derogation of

Plaintiffs' vested right to place up to 158 Multi-Family Low Rise dwellings in the Town Center, that the Final Plan Approval process is administrative under Resolution Z-97-037 and that the Council's decision was inconsistent with the Village's comprehensive plan and violated Florida law; and

WHEREAS, the Parties (Parties refers to Long Bay Partners, LLC, TOP-CR Associates, LLC, PAC Estero Apartments, LLC, and Village of Estero) have now engaged in discussions regarding their respective positions, both as to the vested rights possessed by Plaintiffs, as well as the process which can be used to allow for the Final Plan Approval to be reviewed and approved and for review of a local Development Order application; and

WHEREAS, the Parties have negotiated in good faith and the Parties have mutually agreed on the terms and conditions set forth in this Settlement Agreement; and

WHEREAS, the Parties agree that resolution of all litigation between them is in their mutual best interests.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Plaintiffs have submitted a complete application for the Final Plan Approval ("FPA"). The pending Final Plan Approval documents include the following:

    a. The" Coconut Pointe Residences Site Plan" ("Site Plan") dated June 9, 2023, attached and incorporated herein as Exhibit "A".

    b. The architectural elevation titled "Residences at The Brooks Conceptual Rendering", dated July 5, 2020, attached as Exhibit "B ".

    c. The landscape plans "Coconut Pointe Residences at the Brooks Wall Design" and "Coconut Pointe Residences at the Brooks Site Landscape Plan," dated 06/06/2023, attached hereto as composite Exhibit "C".

    d. The Narrative in support of the requested parking deviation, titled Brooks of Bonita MPD/DRI Schedule of Deviations, dated June 9, 2023, attached hereto as Exhibit "D".

    e. The Application dated June 26, 2020.

    The Village will advise the Plaintiffs by June 9, 2023, as to what additional documents, if any, the Village requires to complete its review of the Final Plan Application.

2. The Village does hereby recognize that there are 158 residential units remaining in The Brooks DRI, and that the Plaintiffs have the ability to develop those residential units in the Town Center as low-rise multi-family units. The Village does further recognize that Resolution Z-97-037 includes a list of permitted uses in the Town Center which Plaintiffs have the ability to develop those uses.

3. Plaintiffs agree that enhancements to the Project will include the following, to be included in the application for Development Order

    a. The multi-family buildings will include elevators.

    b. The multi-family buildings will be primarily constructed of concrete blocks. The single-story non-residential buildings such as the garages and the maintenance facility will utilize frame construction.

    c. The multi-family development will provide amenities for the residents which include, but are not limited to a pool, cabanas, fitness center, barbeque area, coffee lounge, mail room, conference room, indoor pet grooming, air-conditioned corridors, garages, and bike storage/repair center.

    d. The Town Center commercial areas will be repainted to be consistent with the color scheme approved at the time of Development Order for the Low-Rise Multi-Family. The Town Center commercial areas will be painted within 60 days of the issuance of the certificate of occupancy for the multi-family. The Plaintiffs do not have to go to the PZDB or the staff to obtain approval to repaint the buildings with the approved residential color scheme.

    e. The light fixtures for the commercial area will be replaced to be consistent with the exterior light pole fixtures used in the residential development.

    f. The crosswalks between the residential and the commercial will be paver blocks.

4. The Parties agree that the property development regulations set forth in Resolution Z-97-037 will control how the property will be developed including, but not limited to, the height, building separation, maximum lot coverage, setbacks, lot area, depth, and width. All deviations approved in Resolution Z-97-037, as amended, remain in full force and effect. The Parties agree that, in addition, all Village land development regulations control, and the Village will not impose Village regulations that would negate the approved zoning and deviations in Resolution Z-97-037 and the Development of Regional Impact

Development Order ("DRI DO"). The Open Space Table identified in Condition 23 of Resolution Z-97-037 remains in full force and effect and it is herein recognized that the Town Center pursuant to the Open Space Table is only required to provide ten percent open space.

5. The Final Plan Approval process, per Resolution Z-97-037, permits consideration of deviations. The Village will process the Plaintiffs' request for a parking deviation for 21 spaces in the Final Plan Approval in order to provide the garages that are depicted on the Site Plan. The carports will be in the general location depicted on the Site Plan. The garages will include up to 34 spaces, and the carports will include up to 62 spaces.

6. The hearing for the Final Plan Approval will be scheduled, along with a Public Information meeting for the Development Order, before the Village's Planning, Zoning and Design Board (PZDB) at its July 11th meeting if the Settlement Agreement is approved by the Village Council at the June 21st Village Council meeting. The PZDB shall apply the standards for Final Plan Approval set forth in Condition 1 of Resolution Z-97-037, as amended. The Parties recognize that during the Public Information Meeting for the Development Order, the PZDB may make suggestions for modifications to the master concept plan, landscaping plans and elevations submitted with the Settlement Agreement, consistent with the PZDB's authority as set forth in the Land Development Code

7. Plaintiffs will not be required to rezone the property in order to complete 158 low rise multi-family units in Town Center, as defined in this Settlement Agreement.

8. Plaintiffs will submit an application for Development Order approval of the Project, which will be in accordance with the zoning and DRI DO, and the Master Concept Plan, Landscaping Plans, and architectural elevations referenced in this Settlement Agreement. The Plaintiffs in such application may make modifications to the Project resulting from detailed engineering plans, topography, underground conditions, and other conditions reasonably resulting from the detailed engineering and planning process. The Development Order application will be reviewed by the PZDB pursuant to the standards and procedures set forth in the Village's Land Development Code. Should the PZDB approved Development Order require modification(s) to the Project that are unacceptable to the Plaintiffs, the dispute regarding such modification(s) shall be subject to arbitration. This provision is not intended to undermine any rights that any third party has under Florida law.

9. Minor modification(s) to the approved Development Order shall be processed pursuant to Section 2-502. A.3.F.2 of the Land Development Code.

10. The Village does hereby recognize that the Brooks DRI has fully mitigated its transportation impacts and no further mitigation is required. The Village recognizes that the site related improvements for the Town Center have been completed and no further site related improvements will be required. No additional traffic impact study will be required for the local development order, as it has been provided with the Final Plan Approval application.

11. The Plaintiffs desire that the Project will not utilize a Chapter 177, F.S. plat, but the Town Center parcels will be created as a land condominium, and that such land units may ultimately be conveyed and held by separate owners. The Village agrees that the Developer/Owner may re-develop the property not as a plat but as a land condominium consistent with Florida law, and that common boundaries shared by land condominium units within such land condominium will not be deemed to be "lot lines" under the applicable Village codes.

12. Plaintiffs will dismiss cases 21-CA-6004 and 21-CA-6046 upon the final approval of the Development Order in a manner consistent with this Settlement Agreement, and after any applicable administrative or judicial appeal time related to such approval has expired without an appeal of said approval. Said dismissal by Plaintiffs will be accomplished within ten (10) days of the expiration of any such appeal period. Upon approval of this Settlement Agreement by all Parties, Plaintiffs and Defendant shall promptly seek an abatement of the litigation in both Circuit Court actions, for the duration of the completion of all events described hereinabove.

13. Plaintiffs recognize and acknowledge that the Village makes no representation, and cannot make such representation, that the Village PZDB will either approve or deny the Final Plan Approval or the Development Order. This Agreement and all obligations contained herein shall automatically terminate if the litigation proceeds to final resolution as a result of the denial of the Final Plan Approval or the Development Order.

14. Neither Party shall pay any funds to the other Party in consideration of signing this agreement, and each Party agrees to bear its own attorney fees and litigation costs associated with the referenced litigation, and in negotiating this agreement.

15. The consideration exchanged between the Parties herein is expressly intended to be and shall be consideration for full and complete settlement of all claims or potential claims by or between the Parties as to the development of the property (as such claims existed or were ripe as of the Effective Date), and their respective attorneys, agents, employees, officers, directors and/or representatives.

16. Plaintiffs hereby warrant and represent that they have not relied upon any representations by the Village or its counsel, employees, agents or insurers in deciding to settle this dispute. In entering into this Settlement Agreement, Plaintiffs represent that they have relied solely upon the advice of their attorney(s), who is/are the attorney(s) of their own choice, concerning all legal and tax consequences of this Settlement Agreement; that the terms and effects of this Settlement Agreement have been completely read by and explained to it by their attorney(s); and that the terms and effects of this Settlement Agreement are fully understood and voluntarily accepted by them.

17. The Parties to this Stipulation agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

18. This Settlement Agreement contains the entire agreement between the Parties and shall be binding upon and inure to the benefit of the executors, insurers, administrators, personal representatives, heirs, successors and assigns of each.

19. This Settlement Agreement shall be governed by Florida law.

20. It is expressly provided that all insurers and Sureties for the Parties, if such exist, are intended beneficiaries of the terms of this Settlement Agreement.

21. All persons executing this Settlement Agreement hereby warrant and represent that they are authorized to do so.

22. Neither this Settlement Agreement, nor any of the terms therein, shall be used in any way by either Party in any current or future Court litigation, other than a proceeding for enforcement of this Settlement Agreement.

23. This Agreement may be executed in multiple counterparts, which together shall constitute one and the same document. Facsimile or other electronic transmission of signatures on this Agreement, or any counterpart of this Agreement, shall have the same force and effect as original signatures. A copy hereof shall be as binding as the executed original.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have executed this Agreement to be effective upon the execution by all parties and as provided in this Agreement.

VILLAGE OF ESTERO
a Florida Municipal Corporation

By: _____
Jon McLain, Mayor, Village of Estero

Dated: _____

Certified: _____
Village Clerk

LONG BAY PARTNERS, LLC
a Florida Limited Liability Company

By: _____
Its

Dated: _____

Witnesses: _____

_____

TOP-CR ASSOCIATES, LLC,
a Florida Limited Liability Company

By: _____
Its

Dated: _____

Witnesses: _____

_____

PAC ESTERO APARTMENTS, LLC,
a Florida Limited Liability Company

By: _____
Its

Dated: _____

Witnesses: _____

_____

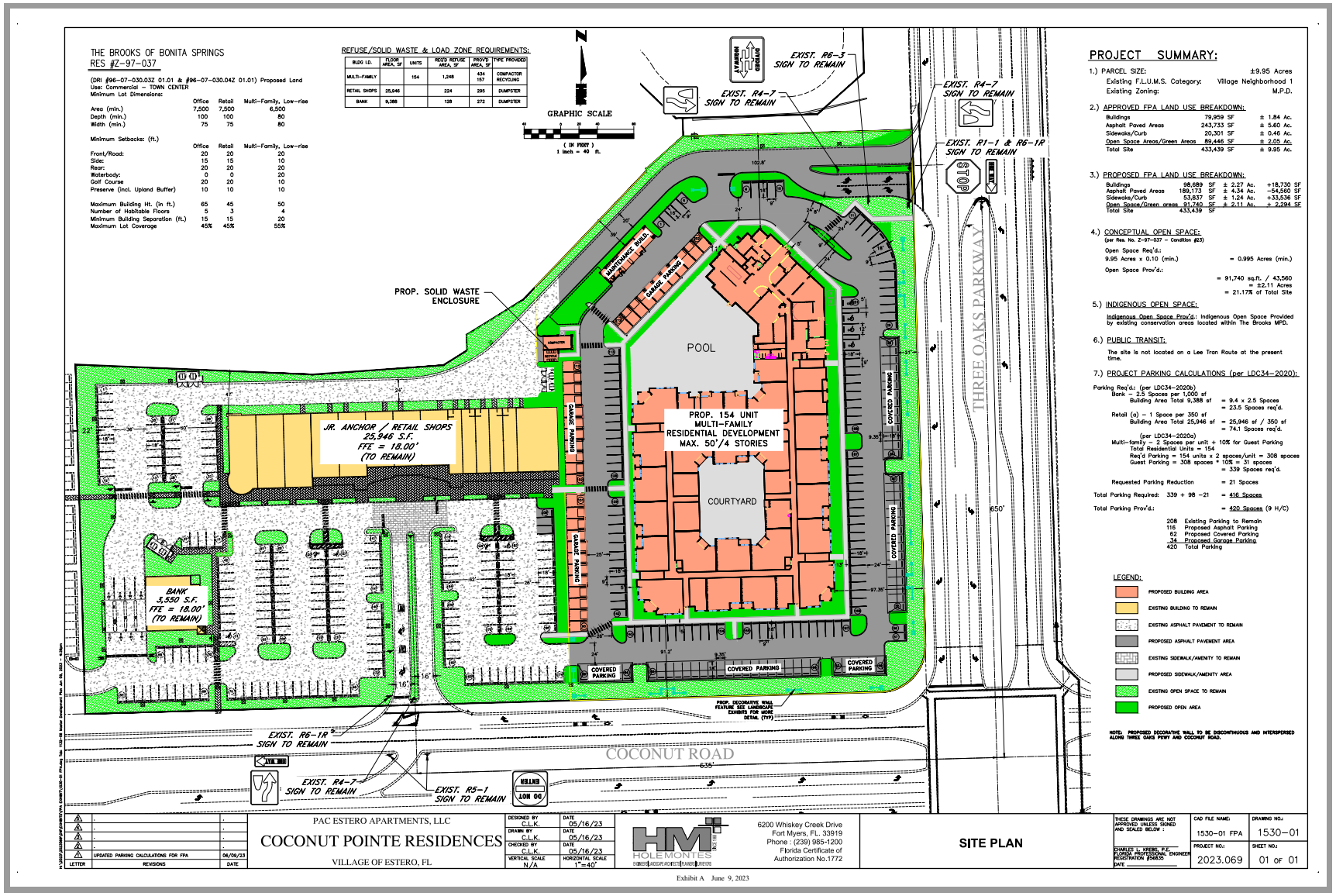

THE BROOKS OF BONITA SPRINGS
RES #Z-97-037
REFUSE/SOLID WASTE & LOAD ZONE REQUIREMENTS:
GRAPHIC SCALE
PROJECT SUMMARY:
PROP. SOLID WASTE ENCLOSURE
JR. ANCHOR / RETAIL SHOPS 25,946 S.F. FFE = 18.00' (TO REMAIN)
BANK 3,550 S.F. FFE = 18.00' (TO REMAIN)
POOL
COURTYARD
PROP. 154 UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT MAX. 50'/4 STORIES
COVERED PARKING
GARAGE PARKING
MAINTENANCE BUILD.
EXIST. R6-3 SIGN TO REMAIN
EXIST. R4-7 SIGN TO REMAIN
EXIST. R1-1 & R6-1R SIGN TO REMAIN
EXIST. R6-1R SIGN TO REMAIN
EXIST. R5-1 SIGN TO REMAIN
THREE OAKS PARKWAY
COCONUT ROAD
650'
635'
PROP. DECORATIVE WALL FEATURE SEE LANDSCAPE EXHIBITS FOR MORE DETAIL (TYP)
LEGEND:
PROPOSED BUILDING AREA
EXISTING BUILDING TO REMAIN
EXISTING ASPHALT PAVEMENT TO REMAIN
PROPOSED ASPHALT PAVEMENT AREA
EXISTING SIDEWALK/AMENITY TO REMAIN
PROPOSED SIDEWALK/AMENITY AREA
EXISTING OPEN SPACE TO REMAIN
PROPOSED OPEN AREA
NOTE: PROPOSED DECORATIVE WALL TO BE DISCONTINUOUS AND INTERSPERSED ALONG THREE OAKS PKWY AND COCONUT ROAD.
PAC ESTERO APARTMENTS, LLC
COCONUT POINTE RESIDENCES
VILLAGE OF ESTERO, FL
HM HOLEMONTES
6200 Whiskey Creek Drive
Fort Myers, FL. 33919
Phone : (239) 985-1200
Florida Certificate of
Authorization No.1772
SITE PLAN
2023.069
1530-01
01 OF 01
Exhibit A June 9, 2023



Exhibit B

July 5, 2020

FORUM

237 S Westmonte Drive • Suite 220 • Altamonte Springs FL 32714
407-830-1400 • www.ForumArchitecture.com • AA002731

Conceptual Rendering

Intersection between Coconut Road and Three Oaks Parkway

Residences at The Brooks

P.A.C. Land Development
A Real Estate Development Company

05 JULY 2020 ▪ Lee County, FL

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06/06/2023
GARAGE (TYP)
(CONSERVATION, DRAINAGE AND MAINTENANCE TRACT)
PROPOSED DOG PARK
TYPICAL BUILDING PERIMETER LANDSCAPE
CARPORT (TYP)
Coconut Road
Three Oaks Parkway
TYPICAL EXISTING TREES (TO REMAIN)
TYPICAL EXISTING TREES (TO BE REMOVED)
TYPICAL EXISTING PALMS (TO REMAIN)
WALL SECTIONS:
1. Seating Area
2. End Wall
3. Wall Panel
4. Column
NOTE:
EXISTING BUFFER LANDSCAPE TO BE PRESERVED TO THE GREATEST EXTENT POSSIBLE WITH AUGMENTED SHRUBS AND GROUNDCOVER TO PROVIDE ADDITIONAL BUFFERING.
NORTH
NOT TO SCALE
COCONUT POINTE RESIDENCES at THE BROOKS
Site Landscape Plan
Exhibit C June 6, 2023
HOLEMONTES
Oak Hammock Office Park at Whiskey Creek
6200 Whiskey Creek Drive
Fort Myers, Florida 33919
Office: (239) 985-1200
Web: www.HoleMontes.com / www.HMEng.com
Florida Certificate Of Authorization No. 1772

06/06/2023



Seating Area



Wall Elevation



End Wall



Column

COCONUT POINTE RESIDENCES at THE BROOKS
Wall Design

HOLEMONTES

Oak Hammock Office Park at Whiskey Creek
6200 Whiskey Creek Drive
Fort Myers, Florida 33919
Office: (239) 985-1200
Web: www.HoleMontes.com / www.HMEng.com
Florida Certificate Of Authorization No. 1772

Exhibit C June 6, 2023

Brooks of Bonita MPD/DRI
Schedule of Deviations

This final plan approval proposes one new deviation. Sixteen previously approved deviations for this project will remain in effect.

Deviation (17) seeks relief from LDC Table 5-204.B.1, *Minimum Number of Off-Street Parking Spaces,* which establishes the minimum required number of parking spaces for multiple-family dwelling units, to reduce the total required number of spaces from 437 to 416, a reduction of 21 spaces.

Justification: To improve the design of the proposed development, a portion of the covered car parking has been changed to garage parking. Due to the additional space needed to accommodate the garages, there will be a reduction in the overall parking provided. The addition of multi-family residential will result in a true, mixed-use development. Mixed-use developments require less parking than conventional single use developments. Even with the proposed reduction, there are a significant number of parking spaces provided that are available for complementary uses at different times. Reduced parking for mixed use development is found throughout Lee County without issue and will not threaten the health, safety, and welfare of the public and abutting property owners, or result in an undue burden on essential public facilities.

Exhibit D
June 9, 2023

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 21, 2023

Agenda Item:

First Reading of Ordinance No. 2023-06, Coconut Road EPD Rezoning

Motion to Pass First Reading of Ordinance No. 2023-06 and Set Public Hearing and Second Reading for July 5, 2023.

Background:

This is a rezoning for 45± acres of property on the northwest corner of US-41 and Coconut Road. The site is vacant and is proposed to be rezoned to "Estero Planned Development" for a mixed-use project including 596 multifamily units, 82,000 square feet of retail and dining, 42,000 square feet of office use, 260 room hotel, and public park and civic uses.

Description:

See attached staff report for detail.

The Planning, Zoning, and Design Board reviewed the project at its June 13th meeting and voted 4/0 to recommend approval with additional conditions.

Please note: Due to the close timing of the Planning Zoning and Design Board meeting and Council first reading, staff may be making revisions to the attached ordinance to reflect the PZDB recommendation. Staff will provide a brief update to Council at the first reading.

Correspondence from the public received prior to the Planning, Zoning, and Design Board meeting is attached.

Action Requested:

Motion to Pass First Reading of Ordinance No. 2023-06 and Set Public Hearing and Second Reading for July 5, 2023.

Process and Timeline:

- Public Information Meeting February 21, 2023
- Planning, Zoning and Design Board Hearing June 13, 2023
- Council First Reading June 21, 2023
- Council Second Reading and Public Hearing July 5, 2023

Financial Impact:

Minor cost for newspaper advertisement for second reading.

Prepared by: Mary Gibbs

Attachments:

1. Ordinance No. 2023-06
2. Staff Report
3. Public Correspondence

VILLAGE OF ESTERO, FLORIDA
ZONING
ORDINANCE NO. 2023-06

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, CONSIDERING A REZONING FROM MIXED USE PLANNED DEVELOPMENT (MPD) TO ESTERO PLANNED DEVELOPMENT (EPD) FOR A 45.6-ACRE PARCEL ON THE NORTHWEST CORNER OF US-41 AND COCONUT ROAD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Coconut Road Estero Apartments, LLC, represented by Ross Abramson (the "Applicant"), filed for a rezoning on property located on the northwest corner of US-41 and Coconut Road for a project known as **Coconut Road EPD**; and

WHEREAS, the Property STRAP numbers are 09-47-25-E2-U1902.2012, 09-47-25-E2-U1900.2033, 09-47-25-E2-U1908.2037, 09-47-25-E2-U1908.2404; 09-47-25-E1-U1874.2023 and 09-47-25-E1-U1877.2039, and the Properties are legally described in Exhibit A attached hereto; and

WHEREAS, the Property was zoned as Mixed Use Planned Development by Lee County; and

WHEREAS, the Applicant has requested a rezoning to Estero Planned Development (EPD) (Case No. DCI2022-E005); and

WHEREAS, the Applicant has requested deviations; and

WHEREAS, a Public Information Meeting was held on February 21, 2023 at the Planning Zoning and Design Board; and

WHEREAS, at a public hearing held on June 13, 2023 the Planning Zoning and Design Board recommended approval with conditions of the rezoning request; and

WHEREAS, a duly noticed first reading was held before the Village Council on June 21, 2023; and

WHEREAS, a duly noticed second reading and public hearing was held before the Village Council on July 5, 2023, at which time the Village Council gave consideration to the evidence presented by the Applicant and the Village staff, the recommendations of the Planning, Zoning, and Design Board and the comments of the public.

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

Section 1. Rezoning.

The Village Council approves/denies the rezoning from Mixed Use Planned Development to Estero Planned Development with the following conditions and deviations.

Section 2. Conditions of Approval.

1. Master Concept Plan

   Development of this project must be consistent with the Master Concept Plan (MCP) titled "Woodfield – Estero Planned Development", dated May 26, 2023. Resolution Z-98-075 and all prior zoning actions and administrative amendments issued by Lee County are null and void as a result of this zoning action and are superseded by this Zoning Ordinance.

2. Development Parameters

   This project is limited to a maximum of 596 multiple family and townhouse dwelling units, 42,000 square feet of medical and general office use, 82,000 square feet of commercial retail and dining use, 260 hotel rooms, and 6,000 square feet of civic space. Uses must be consistent with the Schedule of Uses below.

3. Maximum Building Height and Stories

   70 feet for Hotel (Block 7) (6 stories)
   60 feet for Blocks 3, 6 & 8 (Residential & Commercial) (4 stories)
   45 feet for Blocks 1-2, 4-5, and 9-10 (Residential, Commercial and Civic) (3 stories)
   Architectural features may extend up to 15 feet above maximum height but may not exceed 20% of the total roof area.

4. Uses and Site Development Regulations

   The following uses and limits apply to the project:

   Schedule of Uses

   Banks and financial institutions
   Bar and Consumption on Premises (see Conditions 25 and 26)
   Brewpub or micro-brewery, -winery, or distillery (see Conditions 25 and 26)
   Business services, Groups I & II
   Cinemas and theaters

Clubs, lodges, or community-oriented associations
Convenience food and beverage store without gas service
Convention center or Exhibition Hall
Counseling, nonresidential
Cultural facility, noncommercial
Day care center
Drugstore
Dwelling, live-work Multiple-family
Dwelling, Multiple-family
Dwelling, Townhouse
Grocery store or food market
Hotels/motels
Dryclean & Laundry services
Library
Medical or dental lab
Office, general business
Office, medical (24-hour emergency medical office or emergency services prohibited)
Outpatient care facilities
Park, Village
Personal services Groups I and II (excluding escort services, palm readers, fortunetellers, card readers and tattoo parlors)
Pet services
Place of worship
Post office
Real estate sales office
Recreational facilities, indoor and outdoor
Repair shop, household
Restaurant, convenience
Restaurant, fast casual or fast food
Restaurant, standard
Retail sales groups I and II
Utility, minor
Vocational or trade school

Accessory Uses

Antenna
Automated teller machine (ATM) Automatic car wash
Bike parking rack
Bike share station
Clubhouse (as accessory to a residential development, golf, or tennis facility)
Community recreation facility (as accessory to a residential development)
Cool roof
Dock

Electric vehicle (EV) level 1, 2 or 3 charging station
Excavation, water retention
Fences, walls
Garage or carport
Greenhouse
Green roof
Home garden
Home occupation
Laundromat (as accessory to a multifamily dwelling)
Outdoor display of merchandise (as accessory to a retail sales use)
Outdoor seating (as accessory to an eating or drinking establishment)
Parking lot, accessory
Parking structure
Pickleball facilities (appropriate setbacks and conditions to be determined at time of development order by Planning Zoning and Design Board)
Satellite earth stations and amateur radio antennas
Signs, in accordance with LDC Chapter 6
Solar energy collection facility, small-scale
Swimming pools, tennis courts, porches, decks, and similar recreational facilities

Property Development Regulations

Minimum Lot Area:	N/A
Minimum Lot Width:	N/A
Minimum Lot Depth:	N/A
Minimum Building Separation:	25 feet[1]
Maximum Lot Coverage:	55%
Maximum Height:	See Condition 3

Note: If Property is subdivided, a zoning amendment will be necessary to establish alternative property development regulations.

[1]All buildings will provide separation in accordance with applicable fire codes. 10 feet of separation is allowed between accessory structures/buildings, and between the civic buildings and adjoining structures.

Minimum Building Setbacks

Street, Principal & Accessory:	
US-41:	45 feet minimum
Coconut Road:	25 feet minimum (except balconies may encroach up to 5 feet in the setback)
Side:	15 feet Principal
Rear:	10 feet Principal

Waterbody:	10 feet Principal, 5 feet Accessory
Accessory:	5 feet
Minimum Open Space:	40%

5. Connectivity

The developer will be responsible for roadway and pedestrian connections to US-41, Coconut Road and Lyden Drive rights-of-way. The roadway connections and pedestrian connections must be installed prior to the issuance of the first Certificate of Compliance within the planned development.

6. Traffic Signal – Modified by PZDB

The developer will be responsible for the installation of a traffic light or roundabout as a site-related improvement at the intersection of Coconut Road and Walden Center Drive. If sufficient right-of-way is available and a roundabout is elected by the Village, the roundabout will be constructed in the existing right-of-way. The roundabout or traffic light, roadway connections, and pedestrian connections must be installed prior to the issuance of the first Certificate of Compliance within the planned development. The roundabout or traffic light is not eligible for impact fee credits.

7. LeeTran Bus Shelter

The developer must construct a transit bus stop shelter in accordance with LeeTran specifications, including paved walkway to and from the development and bus stop, signage, bicycle rack, bus pull-off area within right-or-way, proper curbing (Type E), shelter and lighting. The architectural design must complement the development design as approved by the Village. The bus shelter must be installed prior to the issuance of the first Certificate of Compliance within the planned development.

8. Impact Fees

Applicant or successor will pay impact fees in effect at the time of building permit issuance.

9. Transportation NOTE: This condition may be revised.

a. At time of the first development order, the Applicant will coordinate with FDOT and Village to determine if modification of the timing of the signals for the eastbound turn lane on Coconut Road to US-41 north, and the westbound turn lane on US-41 to Coconut Road are warranted. If modifications are not needed at that time, subsequent development orders shall evaluate the need.

b. Once it is determined that an additional northbound left turn lane from US-41 to Coconut Road and/or an additional eastbound left turn lane on Coconut Road to US-41 north is warranted, the Applicant will enter into a development agreement with the Village of Estero to address its proportionate fair share of the improvement.

c. If approved by FDOT, the Applicant will provide turn lanes as shown on the MCP, in addition to those in paragraphs a. and b. above, on US-41 at the following project access points at time of first development order:

- Southbound right turn on US-41 at Cerise Drive
- Northbound left turn on US-41 at Cerise Drive
- Southbound right turn on US-41 at Saffron Drive

If the access points or turn lanes are not approved, the Applicant will reanalyze the impacts as part of the development order and provide appropriate mitigation.

d. Applicant will repaint traffic signal pole at Coconut Road and US-41 with FDOT permission.

e. PZDB recommendation - The intersection of Coconut Road and Walden Center Drive will be analyzed for the highest and best capacity (traffic light, roundabout, etc.,) at time of first development order.

10. Landscape

Applicant or successor will be responsible for installation, irrigation, and maintenance of plantings along the roadway shoulder of US-41 extending along the east boundary of this project if approved by FDOT. Landscape palette is subject to review by Village staff at time of first development order.

Applicant will provide foundation plantings (perimeter planting) that exceed the minimum Code requirement for residential and commercial buildings with specifics to be provided at time of development order.

11. No Blasting or Pile Driving

No development blasting or pile driving is permitted as part of this project.

12. Utilities

The project will be developed with underground utilities, including electric. The project potable water service and sewer service is provided by Bonita Springs Utilities (BSU) and the project must connect to those services as part of any local

development order for the site. Existing overhead power lines along US-41 and through the FPL Easement Area may remain.

13. Pattern Book (Modified slightly by PZDB)

The project must be consistent with the Pattern Book entitled "Woodfield Estero Planned Development Pattern Book" dated June 2, 2023. The Pattern Book is not conceptual. Photographic images may be illustrative, but development must be in substantial compliance with the Pattern Book, including a consistent architectural, landscape and signage theme for all commercial and residential development.

Specific details such as: landscaping plant species, parking lot screening from US-41 and similar buffer items; additional urban streetscape; pedestrian activity areas along the pedestrian paseo and "Rambla" Streets (north and south); hardscape; placemaking elements; public amenities and recreational features in the public space; details of how spaces will be activated; methods to create "human scale"; addition of bike racks throughout; color scheme to ensure the variation of contrasting building colors to differentiate buildings, and architectural massing, rooflines, variation, and other details, will be evaluated as part of development order review. Taller trees shall be planted adjacent to buildings on Coconut Road to soften the massing of the tall buildings, subject to Planning Zoning and Design Board approval.

A consistent lighting theme will be provided at time of development order.

No signage plan is included in the Pattern Book. A unified signage plan will be submitted at time of development order review, including attractive signature entry features/monument signs to be reviewed by Planning Zoning and Design Board as a planned development minor amendment.

14. Buffers

As part of local development order approval for the project, the development order plans must demonstrate buffering consistent with the Master Concept Plan and the Pattern Book which show enhanced buffers and landscaping, as well as compliance with the Land Development Code. As part of local development order approval, all required buffer plantings must be 100% native vegetation.

The buffer along Coconut Road will consist of an enhanced Type "D" buffer, minimum 20 feet wide, with 4 trees per 100 linear feet planted at 14-18 feet, and a double hedge row 48" tall at time of planting.

The buffer along US-41 will consist of an enhanced Type "D" buffer, minimum 32 feet wide, with 4 trees per 100 linear feet planted at 14-18 feet, and a double hedge row 48" tall at time of planting.

PZDB recommendation – Buffers along the western, northern and eastern boundaries will be installed in Phase I as part of the master infrastructure.

50-foot-wide Type "F" buffers will be provided to the North, adjacent to Marsh Landing and to the West, adjacent to the FPL Easement as shown on the Master Concept plan, regardless of existing vegetation within the indigenous preserve area. The buffer shall be 50 feet wide, with 15 trees per 100 linear feet planted at 10 feet, and a double staggered hedgerow 48" at time of planting. The north and west boundary buffer will include a 6-foot tall black chain link fence installed within the buffers and screened from adjacent properties by existing or planted vegetation so as not to be visible from the project exterior.

15. Public Gathering Areas and Public Park

a. The Applicant shall provide details regarding the improvements associated with the public areas, including the Central Green, Neighborhood Park, Crescent Park, Paseo and Rambla Street North & South as shown in the Pattern Book at the time of the first development order.

b. The Central Green park shown on the Master Concept Plan shall be designed to include shade trees and seating areas and be open to the public through a public easement or similar document or condition acceptable to the Village attorney at time of the first development order. The Central Green park shall be constructed at the time of the first development order.

c. A 10-foot-wide nature trail will be provided around the Western Lake Open Space. If the FPL easement becomes a multi-use path, the Applicant will provide pedestrian connections from the development to the easement.

d. The improvements are at the Applicant's cost and will be maintained by the Applicant or its successor.

16. Indigenous Preserve

A minimum of 7.6 acres of indigenous open space will be provided along the northern and western property lines as shown on the Master Concept Plan.

17. Concurrency

Approval of this rezoning does not constitute a finding that the proposed project meets the regulatory concurrency requirements set forth in the Land Development Code and the Comprehensive Plan. The developer is required to demonstrate compliance with mandatory concurrency requirements prior to issuance of a local development order.

18. Project Phasing NOTE: This condition may be revised.

This project may be developed in multiple phases and must be developed in the following order. At a minimum, the project will be phased to ensure that commercial uses and public amenities in each phase are developed concurrently with residential uses to ensure the mixed use nature of the development.

a. The first phase of the project will include the planned development master infrastructure, including stormwater retention, roadways, utilities, perimeter landscape buffers along the western, northern and eastern (US-41 frontage), and traffic signal or roundabout, at Coconut Road and Walden Center Drive.

b. The second phase shall include Quadrant 1 (as shown on the Master Concept Plan) and shall include a minimum of 35,000 s.f. of commercial space along with the central park, the US-41 park, public component of restaurant row and the Rambla Street. The hotel may be constructed together with Quadrant 1 or at any time after the Phase I infrastructure.

c. Quadrants 2 & 3 may be constructed at any time after the start of the second phase (Quadrant 1). Quadrants 2 & 3 shall include a minimum of 20,000 s.f. of commercial space, a minimum of 20,000 s.f. of office space, along with a minimum 3,000-square-foot civic building.

d. Quadrant 4 may be constructed at any time after the start of the second phase (Quadrant 1).

e. Parking (including garage, on-street or surface) shall be provided for each phase. Parking will meet the minimum requirements, which may be reduced proportionately per Deviation 2.

f. Prior to the issuance of the last residential building Certificate of Compliance, a minimum of eighty-five percent (85%) of the commercial square footage shall be constructed.

19. Green Building Standards, Residential Impact Standards, and Hurricane Preparedness

The Applicant will provide sufficient information at the time of development order to demonstrate compliance with Green Building Standards (LDC 5-8), Residential Impact Standards (5-13), compliance with the Hurricane Preparedness (LDC 7-5) and Mitigation. The Applicant should consider solar panels on parking garage rooftops.

20. Stormwater Management NOTE: This condition may be revised.

The project's proposed stormwater outfall discharges to a ditch along the FPL transmission line on property owned by Coconut Shores Community Association and Marsh Landing Community Association. At time of first development order, the Applicant will work with the property owners to obtain an easement to maintain the ditch from the project's outfall to the wetland flowway located between Marsh Landing and Fountain Lakes.

21. Incentive Offerings

The Applicant's incentive offerings, and the time by which each offering must be completed, are incorporated into this zoning approval as part of the Master Concept Plan and Pattern Book.

22. Maintenance

The Applicant or successor will maintain in good condition all common areas including, but not limited to the Neighborhood Park, Rambla Street Linear Park, Central Green and Plaza/Paseo, shall be maintained in perpetuity by a Property Owners Association or similar entity that will consist of both the residential and commercial parcels.

23. Building Construction

Buildings will be constructed of concrete block or poured concrete, and all buildings 3-story or greater will contain elevators, except that townhomes as approved by Deviation 6 are not required to have elevators.

24. Construction Traffic Management Plan

A Construction Traffic Management Plan shall be submitted with the first development order application indicating construction hours of operation, and access, equipment and staging details. The Plan shall designate a contact person for the public to contact for construction issues, such as noise, dust, etc.

25. Outdoor Consumption on Premises

Prior to development order approval, any outdoor seating areas in conjunction with consumption on premises of alcoholic beverages must demonstrate compliance with the following:

a. The development order site plan must show the proposed location and square footage of the outdoor seating area.

b. Outdoor Consumption on Premises is limited to 10 a.m. to 11 p.m. Sunday through Thursday, and 10 a.m. to 12 a.m., Friday and Saturday. Any variation from these hours would require a minor amendment to be reviewed by the Planning Zoning and Design Board in a public hearing.

c. For the purposes of this condition, outdoor seating shall be defined as roofed or non-roofed areas of a restaurant, bar or microbrewery which are not enclosed.

d. Nowithstanding the above, temporary outdoor consumption permits may be issued as allowed in the Land Development Code.

26. Outdoor Entertainment/Live Music

Outdoor entertainment or live music for restaurant, bar, microbrewery or similar use will be limited to the Central Green and Plaza/Paseo areas and limited to the hours of 10 a.m. to 11 p.m. Sunday through Thursday, and 10 a.m. to 12 a.m., Friday and Saturday. Any variation from these hours would require a minor amendment to be reviewed by the Planning Zoning and Design Board in a public hearing. Notwithstanding the above, temporary permits may be issued as allowed in the Land Development Code.

27. Leases

All rental leases for the project must require minimum 12-month leases. Lease restrictions are not applicable to the Hotel.

28. Public Easements

Public easements must be provided for public's use of public easement areas identified on Pattern Book page 10 including Rambla Street Linear Park, Plaza/Paseo, Central Green, and Neighborhood Park prior to the Certificate of Compliance for each improvement. Documents are subject to approval by the Village Attorney.

29. Radio Enhancement

The Applicant shall conduct an assessment model at the time of development order to determine if the minimum radio signal's strength for the fire department communication is in compliance with NFPA1:11.10, NFPA 1221:11.3.9, standards for inbound and outbound signal strength and quality. If minimum signal strength is not available, the Applicant shall install radio enhancement in the building. This will be evaluated at time of development order.

30. Civic Space

PZDB recommendation – The civic space will be available for use by established charities and civic organizations, such as art leagues. Such use is subject to approval by owner, which shall not be unreasonably withheld and coordination of schedules with other users, at a nominal administrative fee to cover utility service costs, plus customary janitorial costs and the cost of repair for any damages incurred during use. Charities and civic users will need to provide appropriate liability insurance. The coordinated schedule shall be made available on a monthly basis, no less than 30 days in advance. The civic space will be available to the established charities and civic organizations a minimum of 50% of operating hours.

31. Land Development Code (LDC)

Where the Village LDC is referenced in these conditions of approval for implementation of the condition at the time of development order, the LDC in effect at the time of the development order shall be applicable. Any subsequent amendments to the local development order shall require compliance with the Land Development Code in effect at the time.

Section 3. Deviations (If Rezoning is Approved)

1. A request to deviate from Land Development Code (LDC) Section 5-408.I.6., which states that hardened shoreline structures may comprise up to 20 percent of an individual lake shoreline; to allow hardened shoreline structures to comprise up to 26% percent.

APPROVED for those portions of the lake that abut Buildings A & B and the pool area between those buildings. The equivalent littoral shelf design will be provided at time of development order.

2. A request to deviate from Land Development Code (LDC) Section 5-204.B.1. Minimum Number of Off-Street Parking Spaces, which requires a total of 2,107 parking spaces for the proposed mix of uses, density and intensity; to allow for a total of 1,872 parking spaces.

APPROVED.

3. A request for relief from Village LDC Section 7-206 (G)(3)(A)(1) which requires excavation to occur no less than 50 feet from an existing property line and collector or arterial street, to allow for excavation to occur no less than 25 feet from an existing property line. LDC Section 2-506 (C) allows for this deviation request.

APPROVED for Lakeside Street and Crescent Lake area shown in Pattern Book. Staff will review at time of development order to determine if additional protective measures for wayward vehicles are needed.

4. A request to deviate from Land Development Code (LDC) 5-304(1)(A) which requires 125 feet between intersections on local roads to allow for a minimum separation of 46', 106' and 109' for 3 intersections within the project as identified in the Pattern Book.

APPROVED AS SHOWN IN THE PATTERN BOOK.

5. A request to deviate from Section 3-707.H.3.A. of the Estero Land Development Code which encourages connecting streets to follow the typical cross-sections shown on Figure 3-707.T.3. to allow connecting streets to be provided per the cross-sections depicted on the proposed Tiered Development Plan.

APPROVED AS SHOWN IN THE PATTERN BOOK.

6. Added at PZDB - Deviation from LDC Section 4-219 which requires elevators in 3-story and taller multifamily/townhouse buildings, to omit elevators in the townhome buildings only (58 units) as shown on the Master Concept Plan.

APPROVED FOR TOWNHOMES ONLY AS SHOWN ON THE MASTER CONCEPT PLAN.

Section 4. Findings and Conclusions

Based upon the analysis of the application and standards for the approval in the Land Development Code for the Estero Planned Development Zoning District, the following findings are made:

1. The Applicant has (has not) provided sufficient justification for the rezoning by demonstrating compliance with the Comprehensive Plan and the Land Development Code.

2. The request with the proposed conditions will (will not) meet or exceed all performance and locational standards set forth for the potential uses allowed by the request.

3. The request is consistent with the densities, intensities and general uses set forth in the Village of Estero Comprehensive Plan.

4. The proposed uses with the conditions in this Ordinance are (are not) compatible with existing and proposed uses in the surrounding area.

5. Adequate public facilities are (are not) available to serve the proposed use (Transportation).

6. The request will not adversely affect environmentally critical areas and natural resources.

7. The development should not adversely affect property values in the area.

8. The project will (will not) result in an orderly development pattern and address a community need for mixed-use development patterns.

9. The proposal, as conditioned, is (is not) consistent with the general criteria of the Estero Planned Development zoning district as follows:

   a. Goals. The mixed-use nature of the site will promote social vitality in the area and create a walkable community as well as streets that are safe and attractive for walking or bicycling.

   b. Reasonable Standards. The Applicant has used physical form and the relationship of the building with the landscaping and public space to meet the Village Center goals.

   c. Accessibility. Public spaces are accessible, physically connected and walkable.

   d. Streets. A connected and continuous street network has been designed to encourage the mix of uses within the project.

   e. Street Design. Distances between intersections enhance the walkability and connectivity of streets.

   f. Lots and Blocks. A network of streets has been provided to create blocks and lots.

   g. The Visual Edge. A visual edge is created by the project design.

   h. Architecture. The building design is consistent with the Village architectural standards and will create a distinctive project.

   i. Quality of Buildings. Concrete block construction is proposed.

Section 5. Exhibits

The following exhibits are attached to this Ordinance and incorporated herein by reference:

Exhibit A Legal Description
Exhibit B Woodfield Estero Planned Development Master Concept Plan dated 5/6/2023
Exhibit C Woodfield Estero Planned Development Pattern Book dated June 2, 2023

Section 6 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 7 Effective Date.

This Ordinance shall take effect immediately upon adoption.

PASSED on first reading the 21st day of June, 2023.

PASSED AND ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida on second reading this 5th day of July, 2023.

Attest: **VILLAGE OF ESTERO, FLORIDA**

Carol Sacco, Village Clerk Jon McLain, Mayor

Reviewed for legal sufficiency:

By: _____
Nancy Stroud, Esq., Village Attorney

Vote:	AYE	NAY
Mayor McLain	____	____
Vice Mayor Ribble	____	____
Councilmember Fiesel	____	____
Councilmember Fayhee	____	____
Councilmember Lopez	____	____
Councilmember Ward	____	____
Councilmember Zalucki	____	____

Coconut Road EPD Rezoning
Zoning Staff Report

for

Village Council

First and Second Readings

PROJECT NAME:	**Coconut Road EPD**	
CASE TYPE:	**Planned Development Rezoning**	
CASE NUMBERS:	**DCI2022-E005**	
VILLAGE COUNCIL	**June 21, 2023**	**First Reading**
	July 5, 2023	**Second Reading**

SUMMARY OF REQUEST

The applicant is requesting a rezoning, with deviations, from Mixed Use Planned Development to Estero Planned Development (EPD) for a 45.6-acre parcel on the northwest corner of US-41 and Coconut Road.

The proposal is for a Tier 3 development that would allow a mixed-use project consisting of:

- 596 dwelling units (538 multi-family apartment and 58 townhome units)
- 42,000 square feet of general and medical office use
- 82,000 square feet of retail and dining uses
- Hotel with 260 rooms
- 3,000 square feet of civic use
- Public park areas

STAFF RECOMMENDATION

Staff recommends approval of the request with the conditions in the Ordinance. The Planning Zoning and Design Board reviewed this case at its meeting on June 13, 2023 and recommended approval with additional conditions (4/0 vote).

GENERAL INFORMATION

Applicant
Coconut Road Apartments, LLC – Ross Abramson

Owners
Coconut Road Estero Apartments
7474 Creedmoor Rd #306
Raleigh, NC 27613

Authorized Agent
Alexis Crespo, AICP
RVi Planning and Landscape Architecture
28100 Bonita Grande Dr, Suite 305
Bonita Springs, FL 34135

Location
4.5 acres at the northwest corner of US-41 and Coconut Road. STRAP Nos: 09-47-25-E2-U1902.2012, 09-47-25-E2-U1900.2033, 09-47-25-E2-U1908.2037, 09-47-25-E2-U1908.2404; 09-47-25-E1-U1874.2023 and 09-47-25-E1-U1877.2039,

Surrounding Zoning and Land Use
North Marsh Landing residential development zoned RPD

East US-41, then Coconut Point Mall (zoned MPD)

South Coconut Road, then Pelican Landing, zoned RPD/CPD

West FPL easement, then Coconut Shores zoned RPD

Zoning
Mixed Use Planned Development (MPD). The property was rezoned from Residential Planned Development, Commercial Planned Development and Agriculture, to Mixed Use Planned Development by Lee County in 1998 through Zoning Resolution Z-98-075. Minor administrative amendments were subsequently approved by Lee County.

Comprehensive Plan Land Use Category
Village Center

Public Information Meeting
A Public Information Meeting was held at the Planning Zoning and Design Board on February 21, 2023.

The applicant recently held neighborhood meetings with Marsh Landing, Pelican Landing and Coconut Shores.

STAFF ANALYSIS

Project History
This property was rezoned for a “Mixed Use” Planned Development by Lee County in 1998. The master Concept Plan at the time was unimaginative, with strip commercial uses along the frontage

of US-41 and Coconut Road, and light industrial uses on the western half of the site. A development order (site plan) was approved years later but nothing was ever built and that development order has expired. The property is currently mostly cleared and vacant except for a preserve area on the north and west edges of the site. A road was installed years ago but never completed nor accepted by Lee County.

The property went into foreclosure at one point in time. The property was later purchased by Lee Health, who explored development opportunities. Lee Health hired a well-known new urbanist planning consultant, Dover Kohl, to prepare plans for the site. Numerous focus groups and community meetings were held over a period of time to develop these plans. Subsequently, Lee Health decided to sell the property.

The site was purchased by Woodfield Development, who agreed to use the work done on the Dover Kohl plans with some modifications for their proposed mixed use development.

The site, which is mostly cleared and vacant, has most recently been used through interlocal agreement with Lee County for a temporary disposal site for Hurricane Ian debris.

Request
The applicant is proposing a rezoning to Estero Planned Development (EPD). This is the specific zoning district that is required in the Village Center Land Use category.

The applicant is requesting Village Center Tier 3 Development which allows for mixed use and:

- A base residential density of 10-15 units per acre with a maximum of 20 units per acre based upon accepted incentive offers;
- Higher non-residential intensity; and
- Maximum building heights between 60 and 70 feet.

This project proposes 596 units which is a residential density of approximately 13 dwelling units per acre (based on 45.6-acre total project site), 82,000 square feet of retail and dining use, hotel with 260 rooms, 3,000 square feet of civic uses, and 42,000 square feet of general and medical office use. Maximum height proposed is 70 feet, excluding architectural features.

The Village Center standards include goals such as creating socially vital centers; safe streets for walking and bicycling; fostering interconnection and walkability; and human scale. These standards, along with Comprehensive Plan policies and Land Development Code standards, are the basis of analysis of the proposal.

MASTER CONCEPT PLAN

The applicant has provided a Master Concept Plan that shows:

- 10 Development Tracts (called Blocks)
- Two lakes, neighborhood park and central green
- 4 parking garages
- A pedestrian paseo linking Crescent Lake with the Central Green
- Hotel
- Vertical mixed use (multi family and commercial)

- An area of existing indigenous native vegetation and proposed lake along the north and west property boundaries to serve as a buffer to the adjacent residential developments

PATTERN BOOK

The applicant has requested a "Tier 3" development.

A Tier 3 development is required to provide a detailed Pattern Book with illustrative site plan and facade detailing. The applicant's Pattern Book is extensive and is somewhat similar to a Regulating Plan prepared for form-based codes. The Pattern Book contains information on:

- Landscaping
- Open space
- Connectivity
- Architecture
- Parking
- Street network and cross-sections
- Height
- Development phasing program

ARCHITECTURE

The architectural style is described by the applicant as "Spanish Colonial Revival", similar to the style in Palm Beach, Florida and Santa Barbara, California. The Land Development code describes Spanish Revival and Spanish Colonial as two separate styles, not a combined style. However, the Pattern Book does indicate that other styles may be used to create a variety in neighborhoods.

The palette consists of warm, natural tones, with hints of limestone to create a timeless aesthetic.

The Pattern Book does not contain any information on signage. Staff suggests a condition that a signage plan be submitted with the first development order.

BUILDING HEIGHT

According to the applicant's Pattern Book, building height for the western half of the project is 34-45 feet (3-4 stories) maximum, with an additional 15 feet for architectural features. The uses in this area are primarily multiple family residential: on the eastern half of the site, building heights range from 35 to 45 feet along US-41 to 45-60 feet in the center of the project (which include office and commercial), and with the maximum 70 feet for a hotel. An additional 15 feet is requested for architectural features such as towers.

Staff requested clarification of the number of stories, and the applicant submitted a Master Concept Plan with the number for stories for each tract. The western portion of the property is limited to 3 stories, with 3 stories adjacent to US-41, and with 4 to 6 stories internal to the site.

The line of sight diagram provided in the Pattern Book shows a distance of more than 200 feet from the closest building in Marsh Landing to the project buildings, and a larger distance from Coconut Shores.

SCHEDULE OF USES

The proposed Schedule of Uses includes a variety of residential, commercial and civic uses, and a summary is provided below:

- Residential uses include Live-Work, Multi-Family, and Townhomes.
- Commercial Uses include a variety of Retail, General and Medical Office, Restaurant, and Personal Service uses.

PROJECT PHASING

The applicant has included a Conceptual Phasing description in the Pattern Book with 4 phases. The applicant has verbally indicated that the project may be developed in one phase. A project of this intensity may require more than one phase.

The Phasing Schedule has been provided to ensure that the project does develop as a Tier 3 mixed use development with residential, commercial and park uses being developed concurrently.

The applicant's Phasing Schedule shows a general mix of uses. The civic use is shown in Phase 3, because construction is planned to occur later in that area. Staff has proposed a project phasing condition in the Ordinance. The applicant has verbally indicated that the first phase may consist of "infrastructure" which means roads, utilities, and lakes, before any vertical construction. The phasing condition is being revised and will be included in the Ordinance.

TRANSPORTATION

This project is located at a major intersection in the Village; US-41 and Coconut Road. Coconut Road is a collector road maintained by the Village of Estero. US-41 is an arterial road maintained by FDOT. The applicant submitted a detailed traffic analysis of the proposed project (64 pages and technical appendix). The analysis looked at roadway segments and intersections, and also evaluated traffic impacts with and without the project, including background traffic and pending projects along Coconut Road.

The analysis indicates that the project will generate between 10,400 to 11,800 daily trips per day when built out, depending on the traffic model used and accounting for pass-by trips and internal capture. The site is vacant now so any additional development will increase traffic, but it should be noted that Lee County approved mixed use zoning on the property which the applicant has stated could generate a greater amount of vehicle trips on the roadways.

The traffic analysis identifies problem areas in the "near-term" (including approved projects in the study area that are expected to be occupied within the next 5 to 10 years) on several road segments:

- Coconut Road from Walden Center Drive to US-41 – LOS F with and without project (EB/NB)
- US-41 from Estero Parkway (Pelican Colony Blvd) south of Coconut Road. All segments LOS F with and without project (EB/NB)

The intersection of Coconut Road and US-41 is expected to degrade to LOS E from approved and pending projects in the area.

No widening of US-41 or capital improvements beyond six lanes are planned through 2045 by FDOT, Lee County or the MPO. Possible improvements to I-75 as part of the I-75 Southwest Connect Project could help alleviate traffic impacts on US-41. The Village is planning a

roundabout on Coconut Road at Coconut Shores, but no other improvements are planned at this time.

Based on the results of the applicant's analysis, they recommend:

- US-41 and Village Shops Way (signal timing modification)
- Coconut Road and Walden Center Drive (install traffic signal)
- Coconut Road and US-41 (signal timing modifications – needed for existing conditions)

Staff did not agree with the applicant's traffic distribution which indicates that the vast majority of the US-41 northbound traffic from the project will go through internal roads with multiple stop signs through Lyden Drive to the Vandenburg Way traffic light at US-41, in lieu of a more direct route to Coconut Road and a left turn northbound onto US-41. Consequently, staff recommends that the applicant add a left turn lane on eastbound Coconut Road to northbound US-41, and an additional left turn lane on US-41 westbound to Coconut Road when needed.

The applicant will pay impact fees in effect at the time building permits are issued. The applicant will also be responsible for installation of a traffic light at the development's entrance on Coconut Road.

The applicant has met with FDOT throughout this process and the staff has also met with FDOT. No written comments have been received from FDOT. It is more likely that comments may be received when the development order is submitted for review, as more specifics will be available at that time.

It should be noted that there are policies in the Comprehensive Plan encouraging connections to adjacent properties. The applicant originally proposed a pedestrian connection to the FPL powerline path to the west. This path is currently only utilized for FPL to access their powerlines. It is not used by pedestrians. The proposed connections were removed until/unless the FPL powerline path is converted to a pedestrian path. A condition is proposed to provide a pedestrian connection to the FPL easement if it becomes a multi-use path.

There will be a sidewalk along Coconut Road that will be widened into a multi-use pathway.

Vehicular and Pedestrian Connections/interconnections
Two new access points are proposed on US-41 to the site, as well as a new access point on Coconut Road. The new access points on US-41 are subject to approval by FDOT. There is an existing access point on Coconut Road that will need to be signalized. There is also a connection from the traffic light at Coconut Point to the Lyden Drive reverse access road. Connections must be provided consistent with the Framework Plan in the Land Development Code.

Parking
The majority of parking will be provided in four parking garages. The garages for the most part will be encircled by the multifamily buildings and not visible from US-41 or Coconut Road. Additionally, there will be some surface parking lots in the center of the blocks, and on-street parking. Parking is proposed to be provided in proximity to the various uses. More specifics will be provided at time of development order. The applicant has not determined at this time if parking will be assigned for residential units or if the parking garages will charge fees or be open to the public for nonresidential uses.

A LeeTran bus stop and shelter is recommended for the project along US-41 and a condition is included in the rezoning ordinance.

A parking deviation has been requested to reduce the total required parking from 2,107 to 1,872 spaces. This will be discussed in the Deviations section of the staff report.

PERIMETER BUFFERS AND LANDSCAPING

The project plan shows an indigenous vegetation area to be preserved on the northern and western edges of the site. This area was identified as preserve on the previous Zoning Master Concept Plan approved by Lee County, and it has not been cleared. This area is over 7 acres in size. Landscaping is proposed to be supplemented to create a Type "F" 50-foot buffer along these boundaries.

Coconut Road will have a Type "D" 20' wide landscape buffer with 14-18-foot tall trees at installation.

US-41 will have a Type "D" enhanced buffer that will be 32-45 feet wide, with 14-17-foot tall trees at installation.

Internal areas will be landscaped, and streetscape will be provided. Details of plantings will be established at time of development order.

Approximately half of the site is open space, with the largest area being the indigenous preserve on the north and west sides of the project.

OTHER ISSUES

Environmental

The project area includes an indigenous preserve on the west and northern parts of the property (approximately 7 acres). The remainder of the property has been cleared. The site contains a 0.6-acre wetland that was previously permitted to be impacted per the South Florida Water Management District Permit 36-03587-P.

Flood Issues

The majority of the site is located in the X Zone which is outside the Special Flood Hazard Area as shown on the Flood Insurance Rate Maps. A small segment of the northern portion of the property falls within the AE Zone (approximate elevation 13.9 feet NAVD).

This development will need to provide mitigation for hurricane sheltering due to its location in the hurricane storm surge area. This will be determined at development order.

Stormwater Management

The project engineer has submitted a drainage statement that indicates that the site is within the Estero Bay Watershed.

Runoff will be collected in the Surface Water Management System via storm inlets and pipes and will be conveyed to onsite wet retention ponds and existing dry detention areas for the northern and western portions of the property.

The site will discharge via a proposed outfall to the existing ditch within the FPL easement west of this site to an existing roadway swale along Coconut Road and ultimately outflow to Halfway Creek.

Utilities
This project is in the franchise area of Bonita Springs Utilities for wastewater service. A condition requiring connection is included in the Ordinance. No comments from BSU have been received at this time. Underground electric utilities are required in the Village Center, and a condition to this effect is included in the Ordinance.

Fire
Estero Fire has reviewed the proposal and requested an auto-turn for the entrance and exits of the property, as well as the proposed road surface to ensure that a large fire apparatus can maneuver the roadways. The Applicant has provided this documentation and confirmed that the surface will take the weight of a large fire truck.

Estero Fire also requested an assessment model to determine necessity of radio enhancement regarding adequacy of signal strength. Staff recommends a condition to ensure that this requirement is part of the review at development order.

ESTERO PLANNED DEVELOPMENT ANALYSIS
The Land Development Code contains criteria for Estero Planned Developments, dependent upon the specific Tier.

Section 3-707
The goals of the Village Center area include creating an active and social neighborhood environment with mixed uses and a focus on walking and biking, both within and to the development.

Development Tier, Density, And Height
The project is proposed as a Tier 3 development which allows for higher residential and commercial density mixed-use neighborhoods consistent with the goals for a “Village Center”. The base density allows 10-15 units per acre, with 15.1 - 20 if incentive offers are accepted. The proposed development is requesting a density of 13 units per acre. (Mixed use can calculate density on the entire 46 acres.) The request for additional density above 15 requires a determination by the Council regarding the incentive offers and public benefits commensurate with the additional density. The applicant is not requesting additional density above 13 units per acre. The proposed density is in the mid-range of the standard base density.

The applicant outlines the proposed incentive offers in its Pattern Book. Upon evaluation, staff believes the more significant offers include:

- Vertical mixed-use
- Parking garages to conceal parking
- Ungated development
- Central Green with outdoor stage
- Neighborhood Park
- Civic Building (3,000 s.f.)
- Paseo Plaza area

Non-residential intensity includes 42,000 square feet of office uses, 82,000 square feet of retail and dining uses, some of which is comprised of vertical mixed use along the Paseo/Restaurant Row area, as well as a proposed hotel and small civic building.

The mix of uses is an important aspect of a Tier 3 development and therefore needs to be assured from the outset through the phases of construction. Staff is suggesting a condition in the Ordinance to ensure that the project develops as proposed.

Tiers 2 and 3 anticipate a greater variety of housing types. This development proposes primary multi-family units (538 apartments) with only a small amount of townhome units (58).
Height – The buildings transition in height from 45 feet at the western half of the site to 60 and 70 feet in the center. A Tier 3 development is allowed a base building height of up to 60 feet and increases up to 70 feet based upon incentive offers. The applicant has requested that architectural features include an additional 15 feet above the maximums requested.

Transportation Framework Plan
The Code includes a "Framework Plan" which provides for a street network connecting properties in the Village Center. The purpose is to ensure a basic street network. The applicant's Master Concept Plan conforms to this requirement.

COMPREHENSIVE PLAN ANALYSIS

The project is located in the Village Center, an area that the Comprehensive Plan describes as the heart of the Village of Estero. This area has specific goals to create socially vital centers which could support relatively intense commercial and residential development. The walkable, mixed use areas have anticipated uses that include housing, employment, hospital, shopping, office, hotel, recreation, park and civic uses.

Comprehensive Plan Policies

FLU-1.1.1 This policy in summary supports high quality development standards for architecture, landscape and other elements, pedestrian circulation, and community amenities including public spaces and parks; and encourages higher density, compact mixed-use development in designated locations;

Staff Comment: This project is a higher density development (13 du/ac) that proposes compliance with the high quality and visual appearance desired by the Village. The mix of uses includes non-residential commercial and park use, but the development is primarily a residential development. There are elements of vertical mixed use to support the Tier 3 designation.

FLU 1.2.10 Village Center
Village Center is that area in the heart of the Village that is intended to include a hub of activity and commercial/residential mixed uses that create a social center that is walkable, safe, and attractive, and located proximate to existing residential neighborhoods, state parks and the Estero River, and major transportation corridors.

Staff Comment: The policy defines the future development of the center of the Village, and the project is in compliance with many of the goals of this policy. The proposed Tier 3 development includes:

- Interconnected neighborhoods and mixed-use of low to midrise residential and commercial buildings in an urban form.
- The provision of public benefits, including a Central Green, neighborhood park, parking garages, paseo corridor and civic building.

FLU-1.9.1 Mixed Use Development Form. The Village encourages mixing of complementary residential and nonresidential uses on a single site to reduce vehicle miles travelled, support pedestrian, bicycle and transit opportunities and activate street and public spaces with pedestrians for greater economic, recreational and social opportunities resulting in built environments and landscapes that provide a true sense of place

Staff Comment: The project proposes residential and nonresidential uses, with streets designed for pedestrian use. The Central Green is intended to promote social opportunities for those within the development as well as the general public.

DEVIATIONS

The applicant requested six deviations from the Village's Land Development Code. Discussion of each request along with the applicant's explanation and staff recommendations are below.

Deviation 1: Request to deviate from Land Development Code (LDC) 5-408.1.6 which states that hardened shoreline structures may comprise up to 20 percent of an individual lake shoreline, to allow hardened shoreline structures to comprise up to 26 percent.

The applicant is requesting this deviation to provide a seawall or bulkhead for a portion of the westernmost lake, adjacent to the residential amenity building so that the recreation area will provide a closer view of the lake. The development will incorporate a compensatory littoral zone equal to the linear footage of the shoreline structure so that most of the area will remain natural.

Staff recommends approval of the 26 percent subject to providing the compensatory littoral zone.

Deviation 2: Request to deviate from Land Development Code Section 5-204.B.1., minimum number of off-street parking spaces which requires a total of 2,107 parking spaces, to be reduced to 1,872 parking spaces.

The applicant has requested this reduction in parking based on the mixed-use nature of the development. The applicant refers to the Urban Land Institute Shared Parking Study. These types of studies indicate that mixed-use projects by their nature would not require the total number of spaces typical of single uses, because some uses will occur at different times of the day. The applicant's analysis indicates that peak parking demand with full occupancy of all sites would be 1,628 spaces.

LDC Section 3-707.R.7.B regarding public benefits and Incentive Offers in Tier 3 states:

> "Off-street parking. (Medium-High Value). Development plans with deviation requests for reduced on-site parking levels which are accompanied by plans for either centralized off-street parking or structured parking facilities especially in non-residential areas will be viewed as high value offers. Such plans may include requests for deviations to reduce the required number of on-site parking requirements under the Land Development Code."

As such, staff recommends approval of the parking deviation.

Deviation 3: A request for relief from Land Development Code Section 7-206.G.3.A.1. which requires excavation to occur no less than 50 feet from existing property lines and collector or arterial streets, to allow excavation to occur no less than 25 feet from existing property lines (see LDC 2-506.C.)

The applicant is requesting this deviation for the Lakeside Street, to allow driving, biking and walking along the proposed 10-foot-wide multi-use path adjacent to the street. The multi-use path is 15 feet from the waters edge but the face of the curb is set 35 feet from the waters edge. There will be street trees and a landscape buffer between the roadway and lake to serve as a natural barrier between any wayward cars.

The deviation is also requested along Coconut Road and US-41 by Crescent Lake, the retention lake at the southeast corner of the site.

Staff recommends approval of both requests based on the justification provided and the low speeds in these areas. At time of development order, staff will evaluate if additional protective measures are needed.

Deviation 4: A request to deviate from Land Development Code Section 5-304(1)(A) which requires 125 feet between intersections on local roads to allow a minimum separation of 46' to 109' for 3 intersections within the project.

This deviation is needed to implement a smaller, more walkable scale of development and to create active block frontages. The deviations are shown in the Pattern Book and are:

109 feet at Intersection A (west of US-41/Cerise Drive)
106 feet at Intersection B (internal to project)
46' at Intersection C (US-41 at access point north of Coconut Road)

Staff recommends approval as shown in the Pattern Book.

Deviation 5: A request to deviation from Land Development Code 3-707.H.3.A. which encourages connecting streets to follow the typical sections of Figure 3-707.TZ.3. to allow connecting streets to be provided per the cross-sections in the Pattern Book.

The applicant is proposing 8 different street types with different rights-of-way and street features. Variations of cross-sections are allowed as long as they meet the goals of connectivity and walkability. These cross-sections follow best practices to ensure slow vehicle speeds.

Staff recommends approval.

Deviation 6: The applicant added a deviation at the Planning Zoning and Design Board meeting on June 13, 2023 from LDC Section 4-219 which requires elevators in 3-story and taller multifamily/townhouse buildings, to omit elevators in the townhome buildings only (58 units) as shown on the site plan.

See draft Ordinance for staff recommendation.

FINDINGS OF FACT

Staff has proposed findings of fact below for Council consideration depending on Council's determination:

1. The applicant has (has not) provided sufficient justification for the rezoning by demonstrating compliance with the Comprehensive Plan and the Land Development Code.

2. The request with the proposed conditions will (will not) meet or exceed all performance and locational standards set forth for the potential uses allowed by the request.

3. The request is consistent with the densities, intensities and general uses set forth in the Village of Estero Comprehensive Plan.

4. The proposed uses with the conditions in the Ordinance are (are not) compatible with existing and proposed uses in the surrounding area.

5. Adequate public facilities are (are not) available to serve the proposed use (Transportation).
6. The request will not adversely affect environmentally critical areas and natural resources.

7. The development should not adversely affect property values in the area.

8. The project will (will not) result in an orderly development pattern and address a community need for mixed-use development patterns.

9. The proposal, as conditioned, is (is not) consistent with the general criteria of the Estero Planned Development zoning district as follows:

    a. Goals. The mixed-use nature of the site will promote social vitality in the area and create a walkable community as well as streets that are safe and attractive for walking or bicycling.

    b. Reasonable Standards. The applicant has used physical form and the relationship of the building with the landscaping and public space to meet the Village Center goals.

    c. Accessibility. Public spaces are accessible, physically connected and walkable.

    d. Streets. A connected and continuous street network has been designed to encourage the mix of uses within the project.

    e. Street Design. Distances between intersections enhances the walkability and connectivity of streets.

    f. Lots and Blocks. A network of streets has been provided to create blocks and lots.

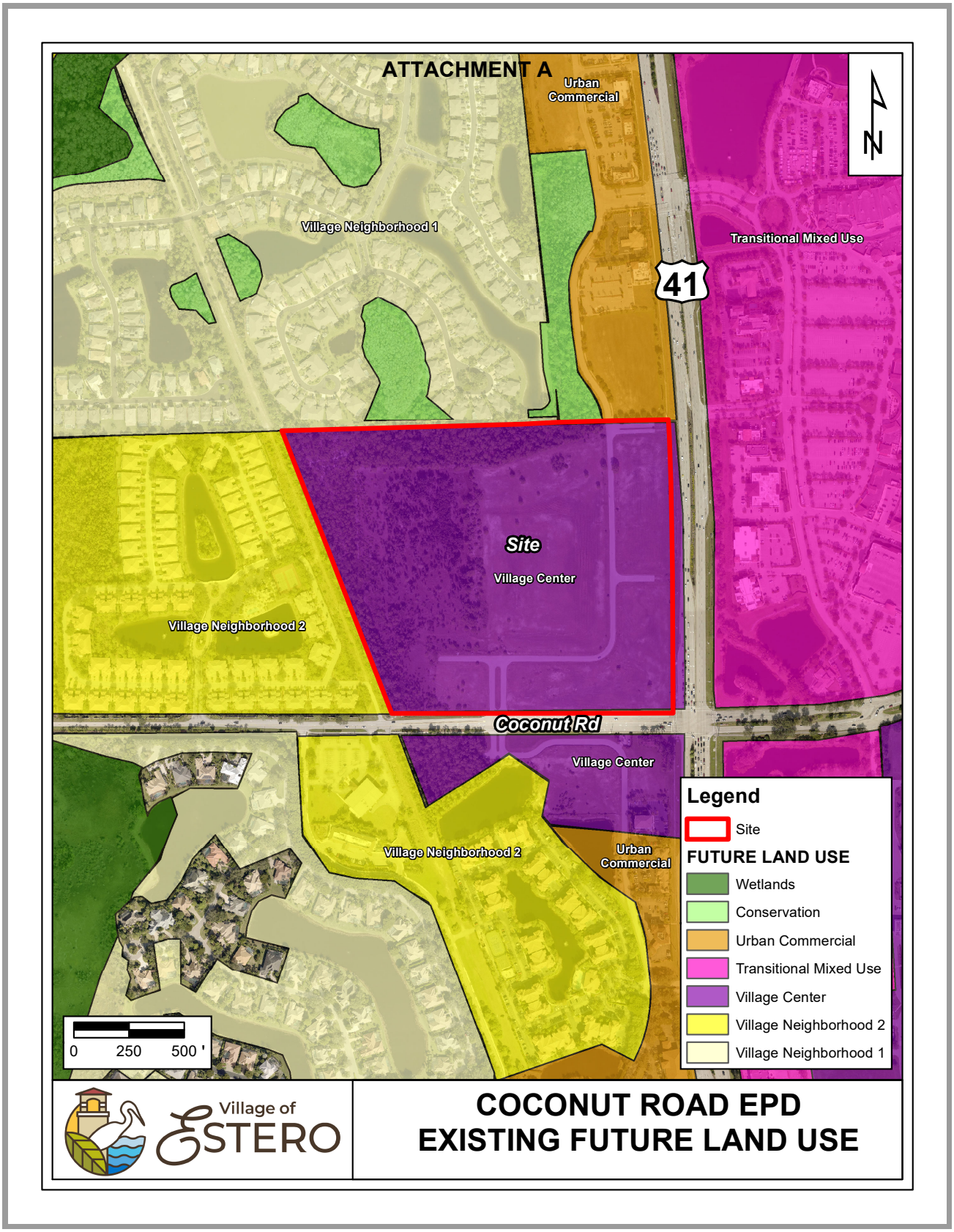
    g. The Visual Edge. A visual edge is created by the project design.

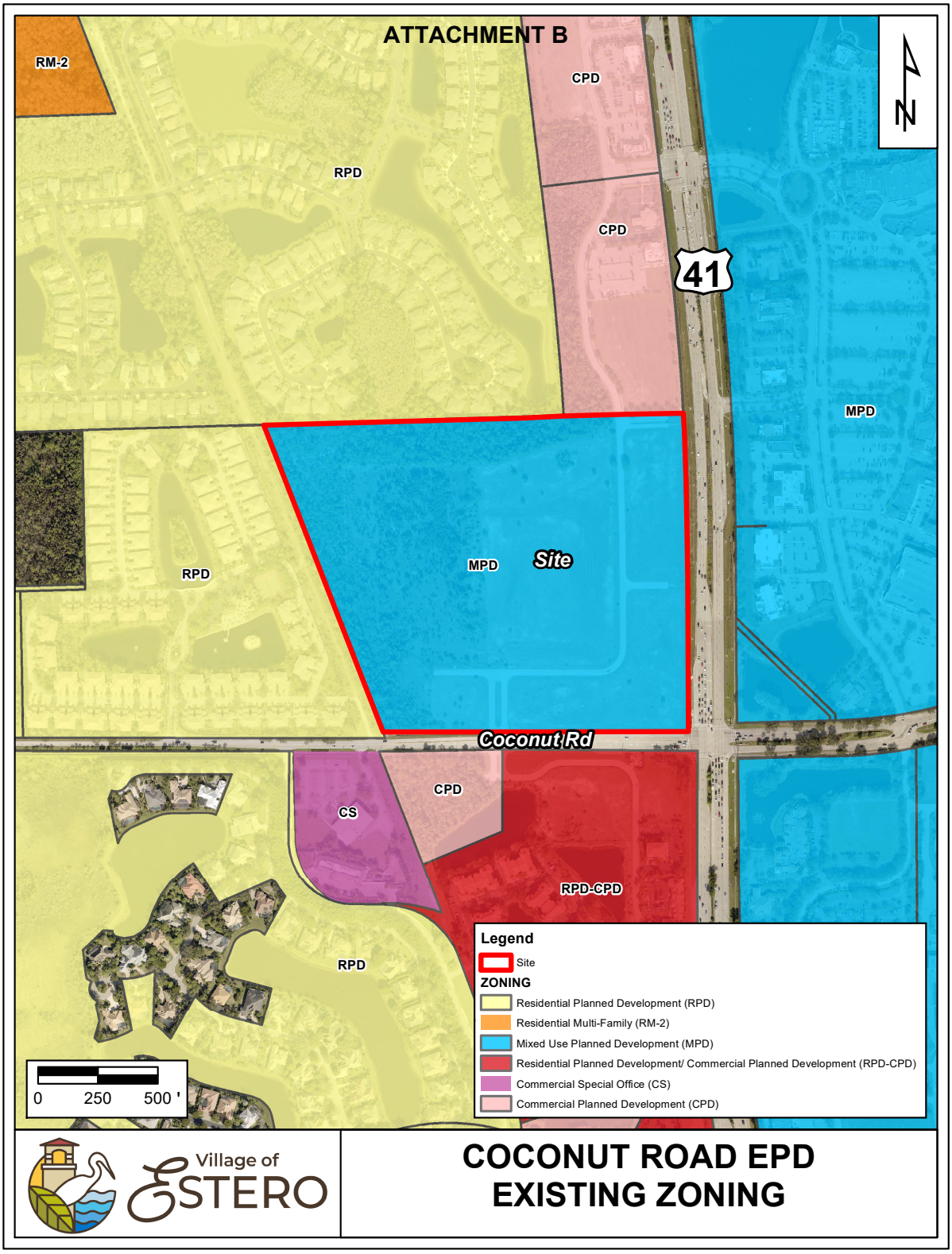
    h. Architecture. The building design is consistent with the Village architectural standards and will create a distinctive project.

i. Quality of Buildings. Concrete block construction is proposed.

ATTACHMENTS

A. Future Land Use Map
B. Zoning Map
C. Applicant Information


ATTACHMENT A
Urban Commercial
Village Neighborhood 1
Transitional Mixed Use
41
N
Site
Village Center
Village Neighborhood 2
Coconut Rd
Village Center
Village Neighborhood 2
Urban Commercial
0 250 500 '
Legend
Site
FUTURE LAND USE
Wetlands
Conservation
Urban Commercial
Transitional Mixed Use
Village Center
Village Neighborhood 2
Village Neighborhood 1
Village of ESTERO
COCONUT ROAD EPD
EXISTING FUTURE LAND USE


ATTACHMENT B
RM-2
CPD
RPD
CPD
41
MPD
RPD
MPD
Site
Coconut Rd
CPD
CS
RPD-CPD
RPD
N
0 250 500 '
Legend
Site
ZONING
Residential Planned Development (RPD)
Residential Multi-Family (RM-2)
Mixed Use Planned Development (MPD)
Residential Planned Development/ Commercial Planned Development (RPD-CPD)
Commercial Special Office (CS)
Commercial Planned Development (CPD)
Village of ESTERO
COCONUT ROAD EPD
EXISTING ZONING

ATTACHMENT C

WOODFIELD ESTERO EPD
NARRATIVE STATEMENT

Rezone Request

The Applicant, Coconut Road Estero Apartments, LLC, is requesting to rezone the 45.6+/-acre subject property from Mixed Use Planned Development (MPD) to Estero Planned Development (EPD) to allow for a dynamic mix of residential and non-residential uses in a compact urban form. The site is located at the northwest corner of U.S. 41 and Coconut Road, the last undeveloped quadrant of land at this major node within the Village of Estero. The subject property is located within the Village Center Future Land Use Category and the entire project is proposed as a Tier 3 mixed-use development comprised of 596 residential dwelling units, consisting of both multi-family and townhouse dwelling types, as well as general and medical office, retail, restaurants, a hotel, amenity/wellness center, and civic uses. The project will also feature a preserve area, stormwater management, connected open spaces, and extensive walking trails. Proposed uses depicted on the Master Concept Plan and Pattern Book are as follows:

- 20,000 square feet of medical office
- 22,000 square feet of general office
- 82,000 square feet of retail/dining
- 3,000 square feet civic/cultural facility
- 20,000 square foot wellness center/private residential amenity
- 260-room hotel
- 596 residential units

Proposed ingress and egress to the site will be provided by one full access and two restricted accesses from U.S. 41, and one full access and one restricted access from Coconut Road. An internal roadway will also connect with Lyden Drive to the north. Vehicle parking for the project will be provided by a mixture of structured, surface and on-street facilities.

Development History of the Subject Property

The subject property originally obtained MPD zoning approval from Lee County in November 1998 pursuant to Resolution Z-98-075. At that time, the MPD zoning was approved for 50,000 square feet of office space, 200,000 square feet of light industrial uses, 250,000 square feet of retail uses and 150 hotel rooms. Resolution Z-98-075 also approved 142 residential dwelling units as an alternative to the 200,000 square feet of light industrial uses. The MPD zoning approval has since been amended administratively four times (ADD2003-00056, ADD2005-00237, ADD2008-00116A and ADD2008-00116B) as indicated on the “List of Zoning Resolutions and Approvals” attached as part of this application.

A development order (DOS2003-00102) was granted by the County in October 2003. The development order reflected the approved Master Concept Plan depicting two large development tracts and seven outparcels accessed by a reverse frontage road. The property was then cleared in 2006 and the frontage road and utilities were constructed in 2007. Additional development orders were approved in 2007 and 2008 for a 150-room hotel (DOS2007-00169) and a department store (DOS2008-00023) on the easterly development tract and a bank (DOS2007-00205) on one of the outparcels. None of these projects were constructed and the property remains as an undeveloped

site with limited partially constructed infrastructure in place.

Since these original zoning approvals were obtained, the Village of Estero incorporated, and established a new vision for highly livable, walkable and urban nodes of development at key locations to provide public amenities, entertainment, employment and residential uses. The vision also includes a high-quality urban form characterized by enhanced architecture, integration of uses, pedestrian-scale development, and true elements of placemaking to create vibrant public spaces for the enjoyment of all of Estero's residents.

Comprehensive Plan Compliance

The proposed rezoning request is consistent with the following policies of the Village of Estero Comprehensive Plan:

> ***FLU-1.1.1 FUTURE LAND USE****. Support the unique character and quality of life within the Estero community by managing growth and development and by maintaining and executing comprehensive plan policies, Land Development Code (LDC) regulations, and other planning tools that:*
>
> *A. Implement and maintain high quality development standards for architecture, landscape architecture, hardscaping, site planning, landscaping and buffering, signage, lighting designs and visual appearance of developments, transportation facilities, pedestrian circulation and community amenities including public spaces and parks within mixed use and non-residential developments;*
>
> *B. Promote the use of low impact design, sustainable energy, water, and other environmental features;*
>
> *C. Encourage higher density, compact mixed-use development in designated locations as a means of increasing internal capture and reducing overall vehicle miles travelled;*
>
> *D. Promote targeted industries in appropriate areas of Estero—e.g.: healthcare, arts and culture, technology, and Class A office facilities;*
>
> *E. Encourage the redevelopment of underutilized commercial and residential lands for older properties seeking to comply with current comprehensive plan policies and LDC standards; and*
>
> *F. Facilitate public participation in the land development approval process by having the owner or agent applying for Planned Developments, Rezonings, Variances, Special Exceptions, Plan Amendments, and other amendments and Development Orders, within the Village, participate in a public information meeting pursuant to adopted Village regulations and policies.*

This proposed EDP rezoning significantly improves upon the MPD zoning approval by Lee County through an urban compact design, enhanced connectivity, significant civic space, and better integration of land uses. The rezoning will allow an underutilized site to be developed with a compact vertical mixed-use project with proposed uses that include high density residential, retail commercial, medical offices, a wellness center and a civic/cultural facility. The EPD rezoning process requires a public information meeting and other opportunities for public participation are provided at hearings before the Planning Zoning and Design Review Board and the Village Council.

> ***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. 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.*

C. *Density/Intensity: Landowners in the Village Center Area may develop within the standard density range with one dwelling unit per acre (1 du/acre) to six dwelling units per acre (6 du/acre); however the Village encourages land to be developed or redeveloped with a greater mix of uses and higher densities per a tiered system described further below, with up to a maximum of 27 dwelling units per acre when the highest degree of walkable mixed- use pattern is achieved, subject to the public hearing process. Commercial development must not exceed 2 FAR.*

D. *Implementation: The Village Center is implemented through LDC standards, plans, and incentives that address the community's need for a central civic and economic core that is connected to surrounding residential neighborhoods, commercial areas, the Estero River, the Old Estero area, the Estero Community Park, and other parks and recreational facilities.*

   1. *The Land Development Code establishes the Estero Planned Development Zoning District which contains tiered standards that apply to the Village Center Area and which may include sub-districts which may have specific policies applying therein. Rezoning to the Estero Planned Development Zoning District must be sought to take advantage of the new tiered standards and densities with respect to specific development tracts. The Village's intention is to use this new zoning district whenever increases in density and intensity are requested in the Village Center Area (as "increase in intensity" is defined in this Plan). The Village will coordinate with FDOT in the review of any new "Village Center" land development or redevelopment project to assess potential impacts of density increases on State and SIS transportation facilities, such as US 41 and 1-75.*

   2. *The Land Development Code provisions that implement the Village Center future land use category consider such reasonable guidelines as are necessary in order to foster predictable built results and higher quality public spaces by using physical form (rather than separation of uses) as the organizing principle for achieving such objectives. Such guidelines may consider designating locations where different building form standards apply, the relationship of buildings to the public space, public standards for such elements in the public space as sidewalks, 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. The Land Development Code provisions may also consider other alternative types of*

reasonable guidelines that may accomplish such goals in a different or complementary manner.

3. *Properties in the Village Center Area which have vested rights under the law may proceed under such vested rights as otherwise provided in the comprehensive plan and Land Development Code, and shall not be required by virtue of this Policy to seek rezoning to the Village Center standards if the property owner seeks no increase in either intensity beyond such vested rights, or in density beyond 10% of vested dwelling units, as such terms "density" and "intensity" are defined in the Definitions section of this Plan.*
4. *The Land Development Code provides standards for four levels of development in the Village Center Area that will contribute to a walkable mixed-use environment in the Village Center Area:*
    a. *Tier 1 provides a minimum network of connecting streets that will allow the general public and residents to move by car, bike, or on foot within and through development tracts.*
    b. *Tier 2 accommodates residential neighborhoods with higher densities and a potential for a greater variety of housing types, as well as mixed-use neighborhoods with higher levels of non-residential uses, and, in each case, greater connectivity than Tier 1.*
    c. *Tier 3 accommodates mixed-use neighborhoods with similar attributes as Tier 2 but with higher levels of non-residential uses as well.*
    d. *Tier 4 allows an entire development tract to be planned as a compact community, as provided in Chapter 32 of the Land Development Code.*

E. *Public Benefits: The Land Development Code provides minimum standards for each tier and describes public benefits that developers may offer to obtain specified density/intensity incentives in each tier. Public benefits shall be calibrated to the needs of each Tier and the particular proposed development plan, and must meet or exceed the goals and objectives of the comprehensive plan; meet or exceed the general land development code criteria for the Village Center; and create significant public benefit appropriate to the tier and the particular development plan.*

Base and maximum residential densities will be set by the Village Council during the planned development rezoning process based on its determination of an application's compliance with this comprehensive plan and the specific standards and requirements for each tier. Increases in base residential densities may be allowed after consideration of incentive offers as provided in the Land Development Code. Densities cannot exceed the top of the following ranges:

1. *Tier 1: Base level is up to 6 dwelling units per acre of Tier 1-only land plus up to 3 additional dwelling units per acre of Tier 1-only land after consideration of accepted incentive offers, for a maximum of 9 dwelling units per acre of Tier 1-only land.*
2. *Tier 2: Base level is up to 10 dwelling units per acre of Tier 2 land plus up to 4 dwelling units per acre of Tier 2 land after consideration of accepted incentive offers, for a maximum of 14 dwelling units per acre of Tier 2 land.*
3. *Tier 3: Base level is up to 15 dwelling units per acre of Tier 3 land plus up to 5 dwelling units per acre of Tier 3 land after consideration of accepted incentive offers, for a maximum of 20 dwelling units per acre of Tier 3 land.*
4. *Tier 4: Base level is up to 21 dwelling units per acre of Tier 4 land plus up to 6 dwelling units per acre of Tier 4 land after consideration of accepted incentive offers, for a maximum of 27 dwelling units per acre of Tier 4 land.*

Additional density above the base level up to the maximum density may be granted through the planned development process based on accepted incentive offers providing specific

public benefits, such as enhanced interconnectivity, preservation of indigenous vegetation, innovative landscaping and street design, offsite improvements, dedication of onsite public spaces, public trails, gathering spaces, river trail easement, river buffer, civic building site, architectural excellence, enhanced parking design (under building parking), or other similar items as specified in more detail in the Land Development Code.

F. *Density Calculation: With respect to these base and maximum residential density calculations:*
   1. *For land in Tier 1-only, densities are calculated based on the definition of "Density" of the comprehensive plan, thus excluding non-residential land in Tier 1.*
   2. *For land in Tiers 2, 3, and 4, densities are calculated based on this definition except that non-residential land is included for these tiers only.*

The subject property is designated as Village Center on the Village of Estero Future Land Use Map and existing urban services are currently in place to support the proposed development. Access to the site will be provided from U.S. 41, a state-maintained arterial roadway, and from Coconut Road, a Village maintained major collector roadway. The subject property lies within the Bonita Springs Utilities franchise area for central sewer and potable water which has adequate capacity available to serve the proposed mix of uses. Additional existing community facilities and public services which are currently available include:

Fire Protection:	The property is within the Estero Fire District. Fire Station 42 is located at 8005 Sweetwater Ranch Road, approximately 0.9 miles away.
Police Protection:	A Lee County Sheriff's Substation is located at 8350 Hospital Drive, approximately 0.8 miles away.
Emergency Medical:	Medic Station 29 is located at Fire Station 42 at 8005 Sweetwater Ranch Road, approximately 0.9 miles away.
Solid Waste:	The property is within Lee County Solid Waste Franchise Area 3 and is served by Waste Pro.
Public Transit:	Lee Tran Route 240 runs along U.S. 41 from the Bell Tower Shops to Coconut Point Mall where it connects with Route 600. Route 600 connects with Collier Area Transit (CAT) routes at the Creekside Transfer Center on Immokalee Road to the south.

The entire project will be designed as a Tier 3 development and will comply with all applicable design criteria and incentives as outlined in the Land Development Code. The Tiered Development Plan depicts interconnected development blocks with midrise multi-family buildings, townhomes, commercial and civic buildings, and mixed-use buildings with ground floor non-residential uses and upper story residential for a bonafide vertically integrated mixed use project. The\ urban form is indicative of the buildings relationship to the internal and external streets, sidewalk seating areas, on-street parking, and multiple components of green space and civic areas connecting the pedestrian ways throughout the site. All proposed uses are consistent with those allowed within the Village Center Future Land Use Category. The proposed gross residential density of 13 dwelling units per acre complies with base density allowed in Tier 3 of up to 15 du/ac (596 du/45.6 acres). The proposed floor area ratio (FAR) for non-residential uses is 0.32, which complies with the maximum allowable intensity of FAR 2 per the Comprehensive Plan.

FLU-1.9.1 MIXED USE DEVELOPMENT FORM. *The Village encourages mixing of*

complementary residential and nonresidential uses on a single site to reduce vehicle miles travelled, support pedestrian, bicycle and transit opportunities and activate streets and public spaces with

pedestrians for greater economic, recreational and social opportunities resulting in built environments and landscapes that provide a true sense of place.

A. *The Village Center and Transitional Mixed Use future land use categories are intended to accommodate mixed use development patterns, and the Village Neighborhood categories allow for a limited mix of use in suitable locations, subject to compatibility standards.*

B. *Mixed use development shall be limited to uses that are complementary rather than conflicting, as those terms are specified in the definition of mixed use found in the Definitions section. The ultimate determination of allowable commercial uses will be through a public hearing process and will be based upon the needs of the Village, character of the surrounding area, the compatibility of the uses, and the characteristics of the transportation network.*

   1. *Carefully mixing complementary uses can reduce overall trip lengths, support pedestrian, bicycle and transit opportunities and create pedestrian friendly streetscapes. Mixed uses will be encouraged within individual buildings (e.g. residential above retail or office space) but may be located in separate buildings that can be easily reached using publicly accessible sidewalks and streets. Mixed Use areas will provide for placemaking including, without limitation, public gathering places, civic uses, such as green spaces or community centers, and other placemaking public amenities described further below. Mixed-use patterns will be integrated within an overall design framework to create a pedestrian friendly, human scale environment, through objective, measurable compatibility standards including size, scale, proportion, and materials detailed in the land development regulations. Flexibility in design will allow for choice and variety in architectural style.*

C. *Forms of mixed use development include horizontal mixed use, integrated horizontal mixed use, and vertical mixed use:*

   1. *Horizontal mixed use includes single use buildings on distinct parcels in one overall development project. This is the simplest form of mixed use in that basic proximity and pedestrian and bicycle connectivity between residences and nonresidential destinations affords the reduction of vehicle miles travelled. This form requires buffering between residential and nonresidential uses. Neighborhood commercial centers with direct pedestrian/bicycle infrastructure linking to residential areas is an example of horizontal mixed use.*
   2. *Integrated horizontal mixed use includes single use buildings on distinct parcels in one overall development project. Integration of the project is achieved through placement of nonresidential uses within ¼-mile walking distance to residences, and with placemaking design elements so that separate uses are perceived as unified live, work, play, and shop destinations. Placemaking design elements are spaces and infrastructure meant to function for public access, use, and interaction. Context driven and accessible to the public through dedication of a public access easement, examples of placemaking design elements include indoor or outdoor spaces, walkable streets, environmental features, or public art. Recognizing that integrated design is more challenging, incentives for this form of development include higher allowable density and intensity, and relief from development standards which shall be implemented in the land development code, such as: Buffering between uses is not required; cumulative parking requirements for integrated horizontal mixed-use projects could be reduced based on sharing of facilities for residential and nonresidential uses with alternating peak*

   demands; stormwater facilities, utility and transportation infrastructure, and common area

maintenance can also be shared.

3. *Vertical mixed use includes residential and nonresidential uses in the same building. A development project with vertical mixed-use buildings as the primary building type (fewer than half of the buildings are single use buildings) constitutes a vertical mixed- use development project. Vertical mixed-use projects shall be integrated with placemaking design elements that are context driven and accessible to the public, so that the development project is perceived as unified live, work, play, and shop destination. Recognizing the increased complexity of permitting, constructing, financing, and managing vertical mixed-use projects, the Village shall implement incentives for this form of development including the highest allowable density and intensity, and relief from development standards which shall be implemented through the land development code, such as: The allowable density per the Future Land Use category may be calculated using the gross acreage of the project; buffering between uses is not required; cumulative parking requirements for integrated horizontal mixed- use projects could be reduced based on sharing of facilities for residential and nonresidential uses with alternating peak demands; stormwater facilities, utility and transportation infrastructure, and common area maintenance can also be shared.*

The project is proposed as a vertical mixed-use development providing a variety of complementary uses intended to reduce overall trip lengths, support pedestrian, bicycle and transit opportunities and create pedestrian friendly streetscapes. Key placemaking elements that have been integrated into the overall design framework include:

- Urban green spaces featuring a large central green that can host outdoor events, two smaller parks along U.S. 41, and a 7.6 acre preserve area.
- Pedestrian enhancements including “Restaurant Row” or an internal main street providing for a pedestrian paseo that serves access to outdoor dining and connect to sidewalks and trail systems throughout the site. Sidewalks are provided along every internal and external street.
- Off-street parking with two parking garages located in the center of blocks and hidden by liner buildings. The remaining off-street parking consists of surface parking lots which are also located in the center of blocks behind buildings and building integrated parking for townhouses in the northwest corner of the site.
- Multi-modal transportation design elements include a Lee Tran bus shelter along U.S. 41, internal bike racks and sidewalks, internal trail system, and connectivity to the multi-use pathway along U.S. 41 and Coconut Road.
- Traffic calming features include ten-foot traffic lanes on most of the internal roadways.
- A landmark hotel with high quality and cohesive architecture contributes to hierarchy of buildings within the project and adds to the sense of place.
- Dedicated sites for a future wellness center/private recreational amenity and a civic site for multi-purpose meeting space or other uses will be determined in concert with the Village of Estero Staff to provide key public benefits of health and culture.

FLU-1.9.2 MIXED USE DEVELOPMENT STANDARDS. *Development standards and criteria for mixed use development shall accomplish the following desired attributes:*

A. *Provisions for outdoor livability, including interconnected pedestrian and bike facilities, public plazas, and seating.*
B. *Well defined centers and edges with public or civic space creating an element around which other development is located. When necessary, development density and intensity will gradient from the center to the edge suitable to integrated surrounding land uses.*
C. *Development plans will create focal points of signature buildings, civic spaces, natural*

amenities, and other prominent features through placement or street layout.

D. *Local climate and history will dictate the architectural and landscape design and natural methods of cooling and heating will be encouraged. Evaluate Green Building techniques as an alternative way to provide open space.*

E. *Streets and roads will be fronted by design features including sidewalks which define and contribute to a pedestrian street character. Building design, placement, and entrances will be at a pedestrian scale and oriented towards streets or other public space such as parks or squares.*

F. *The street system will be designed to provide safe access to, through (where feasible), and within each development in a way that equally serves automobile and non-automobile modes of transportation with the following considerations:*

1. *Narrow traffic lanes and other traffic calming techniques to maintain safe multimodal transportation.*
2. *An interconnected street system with a pedestrian circulation system to connect the nonresidential uses with residential uses and areas, extended to adjacent sites at the least intrusive locations, with interconnections. The intent is to provide multiple vehicular, bicycle, and pedestrian linkages to adjacent local destinations, including residential neighborhoods, as an alternative to arterial and collector roads, except where such connections are precluded by physical layout of natural environmental features. Link pedestrian routes and bikeways with the street system or other public space such as parks or squares avoiding routes through parking lots and other locations out of the public realm.*
3. *A system of alleyways for service vehicles and access to parking.*
4. *Convenient access to transit facilities.*
5. *Sidewalks shaded by rows of street trees.*
6. *Automobile-oriented uses will have a limited number of driveways, and drive-in or drive- up windows will be located to avoid conflict with pedestrian and bicycle traffic. Auto- centric uses may not be allowed as incompatible with residential uses or will be strictly limited especially relative to the interface of pedestrian and bicycle traffic with drive throughs.*
7. *Additional provisions to achieve the goals of development of walkable environments may be established in the Land Development Code.*

G. *Large scale development design techniques should integrate the establishment into the surrounding community. Such design techniques will include:*

1. *Creation of a series of smaller, well defined customer entrances to break up long facades and provide pedestrian scale and variety, that may be achieved through the use of liner buildings.*
2. *Limited number and size of signs.*
3. *Landscaping and use of pocket parks and courtyards and other placemaking design elements adequate to soften large building masses.*

H. *Crime Prevention Through Environmental Design (CPTED) guidelines will be incorporated to the maximum extent possible.*

I. *Parking areas will be designed to minimize intrusiveness and impacts on the pedestrian character, through the following techniques:*

1. *On-street parking with landscaping and design features, such as corner and midstreet bump outs, that afford traffic calming and produce a comfortable and safe pedestrian environment will be promoted.*
2. *Parking lot locations will not separate pedestrian areas including sidewalks, squares, and*

plazas from the front of buildings containing the primary entrance.

3. *Parking lots will be screened from all streets, sidewalks, and open spaces, and will be designed to maintain or enhance the street edge.*
4. *Parking lots will be designed with safe pedestrian connections to business entrances and public space to create a park-once environment.*
5. *Reduction of paved parking areas will be evaluated wherever practicable through measures such as provision of shared parking and parking structures to serve multiple uses and alternative paving materials. Large expanses of pavement will be discouraged. Reduced ratios of required parking for non-residential uses for integrated horizontal mixed use and vertical mixed-use projects will be evaluated in the land development regulations.*

J. *Public space and landscaping will be provided that includes:*
   1. *Public areas will provide adequate urban landscaping that includes street trees, planted areas, and street furniture.*
   2. *Required surface and storm water management facilities will be designed integrally with civic spaces, and as a physical or visual amenity that provides usable open space or an aesthetic feature that resembles natural areas.*
   3. *Paved areas (including parking) will require overhead shading from tree canopy or building features based on factors such as scale of development and performance standards.*

K. *Connectivity and Buffering: Mixed use developments will be well integrated both internally and externally.*
   1. *Automotive, pedestrian and/or bicycle connections to adjacent commercial development will be provided.*
   2. *Connections to existing residential neighborhoods will be encouraged and will not be precluded by the Mixed Use Development's design.*
   3. *Buffering of uses internal to an integrated horizontal mixed use or vertical mixed use development are not required.*
   4. *Buffering from adjacent developments, when deemed absolutely necessary, will not preclude future interconnectivity.*

The Tiered Development Plan and Pattern Book submitted as part of this application indicate that the project is consistent with the mixed-use attributes outlined above, specifically:

- An interconnected street system with narrow traffic lanes and wide sidewalks providing multiple vehicular, bicycle, and pedestrian linkages within the project and to adjacent local destinations.
- Focal points for the public including open spaces, preserve areas and signature buildings such as the hotel and civic site.
- Creative use of open space and placemaking design elements to soften large building masses.
- Reduction of pavement areas through the use of parking structures and shared parking to serve multiple uses. See also requested parking deviation.
- Stormwater management facilities that incorporate on-site lakes and preserve areas as visual amenities.
- Landscaping, buffering and open space areas that meet or exceed the requirements of the Land Development Code.
- A 7.6-acre indigenous preserve area along the northern and western boundaries of the site that will serve as buffer between the two abutting residential developments, and integrated into the site’s natural amenities for residents and visitors.

FLU-1.12.1 *Along the Village's major corridors (Estero Parkway, U.S. 41, Corkscrew Road, and Three Oaks Parkway) and along the minor corridors (Broadway, Williams Road, Coconut Road, and Via Coconut Point), consider establishing corridor conscious development standards for the built environment that provide a pleasing and safe public realm for motorists, bicyclists, pedestrians and transit users. Such development standards should be based on planning for the various corridors to ensure these routes are functional and safe while identifying opportunities for enhanced conditions along the roadways to include, where appropriate: buildings oriented toward the street, bicycle racks, shaded pedestrian links and trails, plazas connecting from the right-of-way to buildings, transit stop accommodations, and buffering.*

The project includes the following design elements to promote a pleasing and safe realm for motorists, bicyclists, pedestrians and transit users:

- Sidewalks, bike paths and nature trails connecting to the existing multi-modal paths along U.S. 41 and Coconut Road.
- A pull-out for Lee Tran bus stop/shelter along U.S. 41.
- Two parks and a lake along the U.S. 41 frontage.
- A roundabout on Coconut Road that aligns with Walden Center Drive to the south.

TRA-1.2.4 *During the review of comprehensive plan amendments, rezonings, zoning amendments, and development order applications, applicants must provide an evaluation addressing potential for addition of new interconnections between communities, creation of pedestrian and vehicular interconnection, and addition of new connections to the surrounding road network.*

The proposed project will continue to utilize Lyden Drive to provide a vehicular interconnection to the property to the north. In addition, the access point on Coconut Road that lines up with Walden Center Drive which serves as a frontage road to the south along U.S. 41. Pedestrian and bicycle connections will be made to the multi-use pathways along U.S. 41 and Coconut Road.

TRA-1.2.6 *Discourage cul-de-sacs in new development and redevelopment.*

No cul-de-sacs are being proposed as part of the development. The proposed design provides true urban form with integrated mixed-use buildings and a connected street network.

HOU-1.1.3 *New development must be compatible with existing residential uses.*

HOU-1.1.4 *Protect residential neighborhoods from encroachment and detrimental impacts from other more intensive land uses and continue to enforce existing regulations that provide buffering from more intensive uses.*

The project has been designed to promote compatibility with the existing residential uses to the north and west and protect them from encroachment or detrimental impacts from the proposed development. Most of the more intensive non-residential uses are proposed on the eastern portion of the property and will set back approximately 160-200 feet from the northern property where the property abuts Marsh Landing. Proposed development on the western and northwestern portion of the property is predominantly townhome and multi-family uses with a minimum building setback of 60 feet from the western property line. Additional building separation is provided a 100 foot wide Florida Power & Light easement between the subject property and Coconut Shores to the west. Further protection of these existing residential neighborhoods to the north and west will be provided by a 7.6 acre indigenous preserve area along the northern and western boundaries of the site which

provides a vegetated buffer averaging over 100 feet in width.

HOU-1.5.2 *Encourage a mix of housing types in areas designated for mixed use.*

A mixture of multi-family dwelling units (condominiums and/or apartments) and townhouses are proposed to ensure diversity of housing in the project.

INF-1.3.1 *No building permit will be issued unless potable water supply will be available to meet current and projected growth demands, or surety is given that it will be available prior to occupancy.*

The subject property is within the Bonita Springs Utilities water franchise. Capacity is available to provide service to the proposed development per the letter provided herein.

INF-1.4.5 *No development order for new development, or change in use or intensity in an approved development order, will be issued unless sanitary sewer service is available at the minimum acceptable level of service within 1/4 mile of the development, or surety is given that it will be installed prior to occupancy.*

INF-1.5.4 *No development order for new development will be issued unless potable water service, at the minimum acceptable level of service, is available at the property line, or surety is given that it will be installed prior to occupancy.*

The subject property is within the Bonita Springs Utilities water franchise. Capacity is available to provide service to the proposed development per the letter provided herein.

REC-1.6.1 *Encourage the incorporation of pocket parks, linear parks, neighborhood parks and/or open space in the design of all new developments. Open space can be provided for spaciousness along streets, in private common areas, and in public areas.*

The proposed development will include a large central green that can host outdoor events, two smaller parks along U.S. 41 frontage, and a 7.6-acre preserve area.

Compliance with the EPD Standards of the Land Development Code

The Land Development Code (LDC) requires that any rezoning or zoning amendment within the Village Center Area shall be to either Compact Community Planned Development (CCPD) or Estero Planned Development (EPD). The proposed rezoning request includes a Tiered Development Plan depicting a Tier 3 vertical mixed-use project that will comply with the following requirements for EPD zoning district established pursuant to Section 3-707 of the Estero Land Development Code:

Density: The proposed gross residential density is 13 dwelling units per acre. Tier 3 developments permit a maximum base density of up to 15 dwelling units per acre and a maximum density of 20 dwelling units per acres with incentive offers providing public benefits. Thus, the EPD is below the maximum allowable density.

Building Height: The proposed maximum building height is 70 feet. A deviation is requested to allow for the additional height to support the mixed use and intensive development program encouraged by the Village and consistent with the intent for the Village Center.

Pattern Books: A Pattern Book illustrating the anticipated visual character of the proposed development is included as part of the EPD rezoning application. The Pattern Book meets the standards outlined in LDC Section 3-707.G.2.

Streets: The project provides a network of Type A connecting streets in accordance with the EDP District Framework Plan. Proposed public and semi-public streets and cross-sections are depicted

on page two of the Tiered Development Plan.

Lots and Blocks: Proposed block perimeters depicted on the Tiered Development Plan range from approximately 1,300 to 1,500 linear feet. This complies with best practices criteria that block perimeters in the Village Center Area will not exceed 1,600 lineal feet for Tiers 2 or 3, as measured along the inner edges of each surrounding street.

Surface Water Management: Proposed surface water management facilities consist of lakes and natural areas providing dry detention. These facilities are located along the perimeter of the site to minimize impacts on connectivity and walkability. Best practices for compact stormwater management include reducing impervious areas through the use of structure garages and shared parking and bulkheads along portions of the lake banks. Enhanced littoral plantings are proposed where hardened shoreline exceeds 20% of the lake edge.

Visible Edges: Buildings will have their principal façade along the edge of the street with building entrances accessible from the street. Parking lots will be located in the center of blocks behind the buildings and be visually buffered from the street. Parking garages are also utilized to screen views of surface parking and maintain an urban form of development.

Tier 3 General Standards: The project will feature mixed use neighborhoods with a variety of housing types (multi-family and townhouses) and a high level of non-residential uses. Proposed public gathering places include a large central green that can host outdoor events, two smaller parks along U.S. 41, a pedestrian paseo that serves as access to outdoor dining and a trail through the preserve area. Opportunity for indoor public gathering places include the civic site, and a wellness center for residents of the project.

Architectural Diversity and High-Quality Development: The project will comply with Architectural, Form, and Design standards in accordance with LDC Section 5-703. Architectural styles will be predominantly Spanish Colonial Revival as depicted in the Pattern Book. Buildings will be constructed with high quality sustainable materials that are well suited for the climate of Southwest Florida.

Public Benefits and Incentive Offers: The requested maximum building height of 70 feet exceeds the Tier 3 base height allowance and requires acceptance of incentive offers providing public benefits. Incentive offers proposed by the project in exchange for the additional height include the following:

- **Interconnected street system** (Tier 1 High Value, LDC Sec. 3-7070.R.5.A): Type A connecting streets are proposed to be publicly dedicated.
- **Best practices** (Tier 1 High Value, LDC Sec. 3-7070.R.5.A): Compact stormwater management systems with lake bulkheading create an urban amenity, and block perimeters do not exceed 1,600 linear feet for a walkable environment in the Village Center.
- Enhanced Site Landscaping (Tier 1 Med.-High Value, LDC Sec. 3-7070.R.5.E): The US 41 and Coconut Road landscaping buffers will feature enhanced plantings to further beautify the public realm.
- **Enhanced street designs** (Tier 1 Med.-High Value, LDC Sec. 3-7070.R.5.F): The Rambla Street is proposed with an 8-foot wide linear public space down the center, and treelined sidewalks at a minimum width of 8 feet along both sides internal streets. All street cross sections provide for sidewalks and pedestrian amenities as shown in the Pattern Book.
- **Public civic spaces** (Tier 1 Med.-High Value, LDC Sec. 3-7070.R.5.G): The PD provides 5.5 acres of public parks, 0.8 acres of public plaza space, and 3.1 acres of public sidewalks and paths. Of the 5.5 acres of public park space provided, a +/-1.5 acre central park is designed at the heart of the project for programming of outdoor events, and two neighborhood parks accessible along U.S. 41 are designed to be dedicated for public use.

- **Public hike/bike trails** (Tier 2 High Value, LDC Sec. 3-7070.R.6.A): An 8-foot wide public hiking and biking trail is proposed through the preserve area and around the large lake, and connects to the FPL easement for off-site connectivity to trails.
- **Gathering places** (Tier 2 Med.-High Value, LDC Sec. 3-7070.R.6): In addition to three proposed public parks to serve as gathering places on the site, the pedestrian paseo provides access to businesses such as restaurants, outdoor dining and the central park. A gazebo overlooking the lake and another at the northeast edge of the Preserve Area also provide for outdoor gathering options.
- **Site for Civic Building** (Tier 2 Medium Value, LDC Sec. 3-7070.R.6.E): The proposed development includes a +/-1 acre site designated for civic use.
- **Architectural Excellence/Innovation Design** (Tier 2 High Value, LDC Sec. 3-7070.R.6.F): The enhanced architectural design is illustrated in the Pattern Book, inspired by Palm Beach and Mizner Mediterranean and Santa Barbara Spanish Colonial styles.
- **On-Street Parking** (Tier 3 Med.-High Value, LDC Sec. 3-7070.R.7.A): Broad connecting streets are provided with on-street parking.
- **Off-street Parking** (Tier 3 Med.-High Value, LDC Sec. 3-7070.R.7.B): Off-street parking is provided in centralized parking lots and structured facilities that are screened from view by liner building and that promote shared parking to reduce of the number of overall spaces.
- **Vertical Mixed Use** (Tier 4 High Value, LDC Sec. 3-7070.R.8.A): The features multiple buildings throughout the project with ground floor restaurant and retail space and upper floor multi-family units to achieve the urban feel intended by the EPD district.

Compliance with the Decision Making Guidelines

The rezoning to EPD meets the following criteria established as a basis for granting a rezoning pursuant to Section 2-501.C.2.A. of the Village of Estero Land Development Code:

- The request is consistent with and furthers the goals, objectives, and policies of the comprehensive plan as enumerated above and all other applicable Village adopted plans.
- The request is not in conflict with any portion of the LDC. The requested deviations improve the quality of the proposed development; promote the intent of the Code to protect the health, safety and general welfare of the public; contribute to compatibility with surrounding property and cause no undue burdens on essential public facilities.
- The request addresses a demonstrated community need for a mixed-use development project within the Village Center.
- The request is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.
- The request will result in a logical and orderly development pattern.
- The request will not adversely affect the property values in the area.
- The request will result in development that is adequately served by public facilities (roads, potable water, wastewater, solid waste, storm water, schools, parks, police, and fire and emergency medical facilities.
- The request will not result in significantly adverse impacts on the natural environment—including, but not limited to, water, air, noise, storm water management, wildlife, vegetation, wetlands, environmentally critical areas, and the natural functioning of the environment.

Summary

Based on the documentation provided above, the rezoning request is consistent with the Comprehensive Plan, complies with the Land Development Code and meets the required criteria

established as a basis for granting a rezoning. The proposed uses are compatible with the uses and residential densities permitted in the Village Center Area and will not adversely impact environmentally critical areas or natural resources. Furthermore, the area has the necessary infrastructure and public facilities available to support the proposed development. Given these factors, the requested zoning change from MPD to EPD is appropriate at this location.

PUBLIC COMMENT CARD : Entry # 45094

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Vicky Shaw

Address

23027 LONE OAK DR
ESTERO 33928
United States
Map It

Community

MARSH LANDING

Email

VICKY@THESHAWSONLINE.COM

Phone

(802) 393-1964

Representing

Myself-homeowner near proposed development

Date

06/12/2023

Agenda Item No. or Topic

Woodfield Development

Comments

I live in Marsh Landing, directly adjacent to the proposed Woodfield Development. I am in disbelief at the density proposed for the 45.6-acre parcel. The number of doors/floors and hotel rooms, PLUS civil, retail and commercial space planned for this small area is mind-blowing. I'm concerned about the environmental impact on our community (they are going to elevate the land then all the storm water pools in our community which is directly behind them) and also the light and noise pollution that will negatively impact the residences that border this development. I implore the board to consider the massive increase in traffic at the lights just outside our community. Those lights experience backups daily already without this development. The total traffic impact from two huge projects - Ritz Carlton + Woodfield should be carefully considered.

One of the things that makes Estero special is that it is not over developed and you don't have high buildings crowding the skyline. I see the zoning changes being considered for Woodfield as a shift for the planning/zoning board and not in harmony with what makes Estero special. I'm not in favor of this change to grant additional floors/heights in Estero nor put such density and broad

PUBLIC COMMENT CARD : Entry # 45094

use in a small area of land. Please weigh the negative impact on the directly neighboring communities and traffic when deciding how much of Woodfield's proposed use and variances to allow. Thank you for considering my thoughts and concerns.

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added 24 mins ago

WordPress successfully passed the notification email to the sending server.

PUBLIC COMMENT CARD : Entry # 45088

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Karen Smith

Address

9175 Spring Run Blvd #1810
Estero 34134
United States
Map It

Community

The Brooks

Email

cactushuggers@aol.com

Phone

(919) 721-1237

Representing

The surrounding Communities

Date

06/12/2023

Agenda Item No. or Topic

Results of the density proposed by The Woodfield developer

Comments

I would like to point out that due to the density proposed by the Woodfield developer
there will be serious damage done to the exsisting communities on Coconut Road.

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added 4 hours ago

WordPress successfully passed the notification email to the sending server.

PUBLIC COMMENT CARD : Entry # 45082

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Roxanne Relland

Address

3460 Morning Lake Drive
Unit 202
Estero 34134
United States
Map It

Community

Coconut Shores

Email

ROXANNERELLAND@MAC.COM

Phone

(845) 270-0553

Representing

Myself and 600 petitioners from multiple communities

Date

06/11/2023

Agenda Item No. or Topic

Woodfield development request

Comments

Woodfield should not be allowed to increase the density of their project.
The 2016 ADT is woefully misrepresenting the traffic numbers. Florida has had hundreds of thousands of people moving into the area.If you extrapolate all traffic data from the Coconut Road communities traffic data The number of cars will be 30-50,000.
The properties contiguous with Woodfield will require sound barriers (a 10' masonry wall on top of a 5' dirt berm) to mitigate the noise.
The Village must make this part of the approval process. Woodfield is asking for extreme density.
This must be denied.Is the board willing to do this?
To protect the neighborhood?

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added 18 hours ago

WordPress successfully passed the notification email to the sending server.

PUBLIC COMMENT CARD : Entry # 45081

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Jeff McNichol

Address

3460 Morning lake dr
Estero 34124
United States
Map It

Community

coconut shores

Email

jmcnic3630@aol.com

Phone

(845) 729-0094

Representing

Roxanne Relland

Date

06/11/2023

Agenda Item No. or Topic

Storm water/ sewer

Comments

1. Storm water control isn't show properly in plan at all. There needs to storm retention built in to property i can speak more on this to proper people.
2. How is sewer coming to be improved for extra development and all the added employs to take care of added development.
3. zoning change doesn't conform how town is zoned to date.
4. Buffer areas for the increase in any development.
5. I believe the town needs to have zoom /teams calls to expand on all the subjects

How is the town of Estero and Woodfield development going to mitigate these problems?
The town and the communities need to engage a consultant.

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added 18 hours ago

WordPress successfully passed the notification email to the sending server.

PUBLIC COMMENT CARD : Entry # 45077

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Don Sikora

Address

23463 Olde Meadowbrook Cir
Estero 34134
United States
Map It

Community

Meadowbrook

Email

donon14@aol.com

Phone

(269) 735-9016

Representing

Self

Date

06/10/2023

Agenda Item No. or Topic

Woodfield development

Comments

Concerns about traffic, Coconut Rd., Drainage.

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added June 10, 2023 at 12:09 pm

WordPress successfully passed the notification email to the sending server.

PUBLIC COMMENT CARD : Entry # 45041

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Jill Keene-Lucas

Address

23430 Olde Meadowbrook Circle
Estero 34134
United States
Map It

Community

Meadowbrook

Email

jillykeene@gmail.com

Phone

(562) 900-8226

Representing

Petition with 600 names to reduce dencity in the Woodfield

Date

06/13/2023

Agenda Item No. or Topic

Woodfield's density

Comments

In one month 600 people took the time to sign a petition protesting against the proposed density and height of the Woodfield developement.
Traffic congestion, flooding and safety, are but a few of the serious problem a development of this density will create.

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added June 8, 2023 at 5:08 pm

WordPress successfully passed the notification email to the sending server.

PUBLIC COMMENT CARD : Entry # 45003

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Mark Erickson

Address

23251 coconut shrs dr
Estero 34134
United States
Map It

Community

COCONUT SHORES

Email

farmmark1969@aol.com

Phone

(630) 899-8140

Representing

my property

Date

06/07/2023

Agenda Item No. or Topic

WOODFIELD ESTERO -CASE DCI2022-E005

Comments

This project does not respect the current conditions of density and safety-Coconut road has no outlet-Current approved projects will make safe evacuation nearly impossible and adding this as proposed with 500 plus rental apartments and a hotel and commercial usage will only create havoc with residents lives-There comes a time when responsible representation must say no to some new projects-the current residents' safety cannot be ignored because some developer makes glorious promises and then leaves before the errors of their ways are shown and the residents bear the burden of a lack of thought

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added June 7, 2023 at 4:27 pm

WordPress successfully passed the notification email to the sending server.

PUBLIC COMMENT CARD : Entry # 44973

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Christine Hamilton

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9231 Spring Run Blvd,
#2101
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Map It

Community

Spring Run

Email

ChristineHamilton1075@gmail.com

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(239) 898-6287

Representing

myself

Date

06/07/2023

Agenda Item No. or Topic

zoning

Comments

I have lived in Spring Run for 22 years and have never looked back--until now.. I feel strongly zoning rules/conditions should be changed. There is so much building going on causing the traffic to keep getting worse--to the point many of us don't venture too far during the winter months. Please consider changing the zoning to a mandatory low density. I understand taxes are a priority for the village, but start thinking of the citizens who live here. The apartment buildings, new condo's and homes seem to be taking over. This is no longer a "village". We are quickly becoming a city. Not what we could foresee when we voted to be come part of Estero.

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added June 7, 2023 at 7:14 am

WordPress successfully passed the notification email to the sending server.

PUBLIC COMMENT CARD : Entry # 44885

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Elaine Garn

Address

22163 Seashore Circle
Estero 33928
United States
Map It

Community

Fountain Lakes

Email

ecgapr@gmail.com

Phone

(239) 565-3351

Representing

myself

Date

06/07/2023

Agenda Item No. or Topic

Vieste development on Coconut Rd.

Comments

I am opposed to the development due to the high density of the project. US 41 is very busy all day long, but especially at Coconut Road where all of the traffic from The Brooks, coconut Point Mall, the Colony, El Dorado, and the other communities west of 41 off Coconut converge, along with all of the other north/south traffic from/to Naples/Ft. Myers. My grandson's day care is just south of the intersection, and it takes us 15-20 mins. to get to AND from the daycare because of the heavy traffic.

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added June 4, 2023 at 11:49 am

WordPress successfully passed the notification email to the sending server.

Tammy Duran

From: Mary Gibbs
Sent: Wednesday, May 31, 2023 10:28 AM
To: Tammy Duran
Subject: FW: Woodfield

For e comments for PZDB meeting

-----Original Message-----
From: pmpinbonita@aol.com <pmpinbonita@aol.com>
Sent: Sunday, May 28, 2023 1:00 PM
To: Mary Gibbs <gibbs@estero-fl.gov>
Subject: Woodfield

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

Good morning neighbor,

Please please reconsider the Woodfield development at Coconut and 41. The density is too much. Two mid-rise and an ugly Parking Garage is not what Estero is about!!!

Margaret Pure

Tammy Duran

From: Tammy Duran
Sent: Friday, June 9, 2023 7:35 AM
To: Jim Hart; Mary Gibbs
Subject: FW: Comments for June 13, PZDB hearing regarding the Woodfield mixed use development
Attachments: Comments to Estero.docx

Can you please see the attachment. He has questions that he would like us to answer for him for Tuesday's meeting. Are you able to assist me with this, I am not sure what he is asking.

Thank you,

Tammy Duran
Deputy Village Clerk
9401 Corkscrew Palms Circle
Estero, FL 33928
Office: (239) 221-5035
www.estero-fl.gov

Please note: Florida has a very broad public records law. Most written communications to or from Village Employees and officials regarding Village business are public records available to the public and media upon request. Your email communication may be subject to public disclosure. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: LARRY SHERMAN <tinalarrys@aol.com>
Sent: Thursday, June 8, 2023 8:11 PM
To: Carol Sacco <sacco@estero-fl.gov>; Tammy Duran <Duran@estero-fl.gov>
Subject: Re: Comments for June 13, PZDB hearing regarding the Woodfield mixed use development

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

Hi Carol and Tammy,
Could you please reply to my questions tomorrow?
Thank you.
Larry

> On Jun 8, 2023, at 10:28 AM, LARRY SHERMAN <tinalarrys@aol.com> wrote:
>
> Good Morning Carol and Tammy,
> I have reviewed the transportation assessment you sent me for the Woodfield mixed use development. My comments are attached below. Could you please forward my comments to the board members? Also, can you put me on the agenda to speak at the June 13th hearing?
> Thank you.

Comments Regarding Woodfield EDP
Transportation Assessment Dated April 2023

I am submitting the following comments to the Village of Estero for the June 13, 2023 PZDB hearing at 4:30 pm.
My name is Larry Sherman and I reside at 23850 Via Italia Circle #505 in Estero. I have lived full time in Estero for the past 13 years. I am a licensed Professional Engineer (PE) and have 35 years of experience in traffic engineering. During my 13 years of full time residence in Estero I have traversed the area of this transportation assessment thousands of time as both a motorist and bicyclist.
I think the Woodfield Village mixed-use development is an appropriate use of the property in the northwest corner of Tamiami Trail and Coconut Road.
However, I do have some serious concerns about the traffic control recommendations made in the transportation assessment.

I offer the following comments regarding the study intersection locations shown in Figure 1 of the transportation assessment:

I will start with intersection 4 in Figure 1, the intersection of Coconut Road with Walden Center Drive and the site driveway. I am starting with this intersection as I am very concerned about the recommendation to signalize this intersection.
The transportation assessment recommends the installation of a traffic signal at this location based on the intersection meeting the peak hour warrant. A traffic signal is not warranted at this intersection.
Use of the peak hour warrant is not appropriate for a mixed-use development such as this. Section 4C.04 Warrant 3, Peak Hour of the Federal Manual of Uniform Traffic Control Devices (MUTCD) specifically states “This signal warrant shall be applied only in unusual cases such as office complexes, manufacturing plants, industrial complexes or high-occupancy vehicle facilities that attract or discharge large numbers of vehicles over a short time.” Florida DOT guidance regarding Warrant 3, Peak Hour Warrant states “peak hour warrant is generally not used except in unique circumstances” and goes on to say “The MUTCD limits the application of this warrant to only specific traffic generators such as large employment centers”.
Thus, the use of the peak hour warrant for this mixed-use development is inappropriate based on both Federal and Florida standards. The appropriate

warrants to use when evaluating this mixed-use development would be Warrant 1 and Warrant 2, not Warrant 3 The Peak Hour Warrant.

Besides not being an appropriate Warrant to utilize for this development there are other factors that indicate that a traffic signal is not necessary at this location. Right turning movement volumes at intersections have minimal delays as right turning vehicles experience fewer conflicts that other movements. For this reason right turn movements are not considered significant when evaluating a location relative to the traffic signal warrants. As seen in Figure 10 (peak hour traffic volumes and lane configurations- near-term plus project conditions) the northbound to eastbound right turn at the intersection of Coconut Road with Walden Center Drive and the site driveway is 280 vehicles. This right turn accounts for exactly 50% of the total of both northbound and southbound traffic entering this intersection. Thus, half the traffic entering the intersection from the side roads is relatively inconsequential with regard to the need for a traffic signal.

Another matter to note in Figure 10 is that the lane configuration for eastbound Coconut Road traffic is wrong. It shows 3 lanes; a left turn lane, a thru lane and a combination thru and right turn lane. There will be only 2 lanes on this eastbound approach, a left turn lane and a combination thru and right turn lane. The hatched area that widens from 3 ft to 11 ft in approximately 300 ft approaching the intersection can not be made to function as a thru lane. To have an additional thru lane this eastbound approach would have to be widened. Thus, the statement that the intersection will operate acceptably with a traffic signal is questionable since the lane configuration used is incorrect. Also, with only one eastbound thru lane eastbound Coconut Road traffic may very well queue back far enough to adversely impact the intersection of Coconut Road with North Commons Drive. The queued vehicles would at certain times block the visibility of westbound Coconut Road traffic for vehicles turning left out of North Commons Drive.

With regard to lane configuration the Walden Center Drive and site driveway are currently a poor layout and would not function well particularly if signalized. The wide medians, especially the one on the site driveway, result in the opposing left turn lanes being offset. To function well the opposing left turn lanes should be aligned as close to head-to-head as possible. This improves the visibility of the opposing thru traffic and helps to prevent the possible overlapping of left turn movements for whatever type truck is being used as the design vehicle. The truck turning analyses on Figures 11,12 & 13 in the transportation assessment did not include this intersection.

Traffic signals are not a panacea as some people might think. When installed where not warranted they increase overall delays and increase the potential for accidents. At this intersection they would most certainly increase overall delays as some eastbound and westbound Coconut Road traffic, which is now free flow, will have to stop. The stopping of this heaviest traffic entering the intersection in turn will inevitably lead to rear end accidents.

Another very significant safety concern is the fact that westbound traffic only has 1 thru lane at this intersection. The curb in the northwest corner and the object marker sign (black/yellow) in this corner have been struck many times over the years. Some motorists, particularly at night, miss the various signs and don't anticipate the narrow curb to curb width of Coconut Road immediately on the west side of this intersection. This situation would only get worse with the addition of a traffic signal. There would be 2 signal heads facing westbound traffic a minimum of 8 ft apart. These 2 signal heads when displaying two 12 inch "green balls", particularly at night, will further increase the occurrence of accidents involving westbound motorists colliding with the curb and object marker warning sign in the northwest corner. Westbound motorists will focus on the two 12 inch "green balls", rather than signing, and some will assume they have two travel lanes on Coconut Road west of this intersection. Again, this will be particularly true during hours of darkness.

Thus, a traffic signal at this location would increase delays and the potential for accidents. One might argue that because the unsignalized LOS under stop sign control is F at this intersection it needs a traffic signal. That is simply not true. It is not uncommon for an experienced traffic engineer to decide that a traffic signal is not warranted at a stop sign controlled intersection that is operating at LOS F. If a traffic signal is likely to increase delays and accidents for some of the aforementioned reasons it would be good engineering judgement to not install a traffic signal. This is not to say that the intersection should not be monitored for traffic control improvements in the future. In the future, rather than relying on traffic projections, actual traffic counts can be taken and delay studies can be conducted so as to have factual data rather than estimates based on projections

Intersection 1 in Figure 1 is the signalized intersection of Village Shops Way at Tamiami Trail. The transportation assessment states that "vehicle queues could be managed through minor signal timing modifications ". This is also suggested to resolve queuing issues at intersection 6, Coconut Road at Tamiami Trail.

This makes it sound like the signalized intersections in this corridor operate independently and are not in a coordinated system. In fact the signals on Tamiami Trail are in a coordinated system from Estero Parkway to Bonita Beach Road. Lee County operates this system with 4 timing patterns to accommodate traffic at various times of the day as follows:
AM peak (180 second cycle length)
Midway (150 second cycle length)
PM peak (200 second cycle length)
Off peak (120 second cycle length)

The signal coordination is essential to accommodate the 55,000 vehicle per day on Tamiami Trail in a safe and efficient manner. The side road traffic is serviced but timings for the side road movements can not just be allocated additional green time as if it were an independent signal not contained in a coordinated system. Thus, the recommendation to simply adjust green times to resolve queuing issues is misleading.

Intersection 2 in Figure 1 is the intersection of Cerise Drive/Palma Re Coco Drive with Tamiami Trail. The transportation assessment states "this intersection is expected to operate acceptably with the addition of project traffic through the near term…". During the AM peak hour all lanes of southbound Tamiami Trail back up well beyond this location. Northbound left turn into the site will be extremely difficult during the AM peak hours.

Intersection 3 in Figure 1 is the right-in right-out driveway at Tamiami Trail. The transportation assessment states that "…a right turn lane is not recommended" at this location. This section of Tamiami Trail has high operating speeds (> 50mph). Vehicles decelerating to turn right into the driveway in the thru lane would be hazardous. A southbound right turn lane is warranted. Almost all driveways along Tamiami Trail from Corkscrew Road to Old 41 have right turn lanes. There are only a couple of driveways, for smaller single use sites, that don't have a right turn lane.

Intersection 5 in Figure 1 is the right-in right-out site driveway on Coconut Road. Although not critical this driveway might be limited to just right turns in. All projected right turn out traffic (though few) are projected to make a U-turn at the intersection of Coconut Road at Walden Center Drive and the site driveway. This

involves the weaving across the two westbound lanes in a relatively short distance. Consider making this a right turn in only driveway.

Intersection 6 in Figure 1 is the intersection on Coconut Road and Tamiami Trail. The transportation assessment states "This intersection will operate acceptably under existing conditions with the addition of projected traffic." On page 39 of the transportation assessment it indicates that near term traffic improvements include "construction of a second northbound left turn lane at the intersection of Tamiami Trail and Coconut Road". On Estero's "Capital Improvement Schedule" there is a project listed for this intersection with an estimated cost of $379,200. This amount seems low given that the plan is to do improvements on all 4 legs of the intersection. Also, the project is yet to be scheduled. Thus, there is a distinct possibility that there will be no improvements made to this intersection prior to the opening of the Woodfield multi-use development. This would have far reaching negative impacts on traffic flow and safety particularly for the northbound left turn movement from Tamiami Trail to westbound Coconut Road.

Mary Gibbs

From: GARY KERL <gkerl007@aol.com>
Sent: Monday, June 5, 2023 9:51 PM
To: John Cavey
Cc: Mary Gibbs; jillykeene@gmail.com; sandy siegler; carolyn Kerl
Subject: Woodfield Estero

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

June 5, 2023

Dear John Cavey:

In regard to the proposed Woodfield Development (located at the Northwest corner of Coconut Road and US 41), we were asked to provide our comments and desires related to this development. We and other residents of our community (Marsh Landing) as well as neighboring communities have identified the following issues and concerns that we would like addressed:

Security, Privacy and Noise: The proposed Woodfield development is in very close proximity to Marsh Landing and other existing communities. Our desire is to have a solid wall (concrete, etc.) with no pass thru or opening between the proposed Woodfield Development and the Marsh Landing development and other adjacent communities within close proximity so there is no entry through the surrounding communities to Marsh Landing. In order to maintain the beauty of our properties, in addition to the wall, we would like landscaping located on the Marsh Landing side of the wall. The wall should be placed as far away from the Marsh Landing property line as possible. Doing this will help reduce the noise and provide for some privacy and security desired for both Marsh Landing and the proposed Woodfield development. This wall and landscaping will also facilitate maintaining the indigenous preserve and protected wildlife in this area.

Development Density Issues –
Traffic, Flooding, Water Management, Noise: The current proposed Woodfield development consists of rental units, a hotel and other community centers and commercial/retail properties. A major concern we have is the type of housing and density of this proposed community and the resulting increase in traffic, waterissues (runoff, sanitation, excess consumption), excessive noise and uncontrolled traffic.

We recommend the density be reduced and changes be made to the type of units built to enhance versus degrade our quality of life, while maintaining the return on investment of the developer through building more profitable and prestigious housing, hotel and retail establishments.

Thank you.

Best Regards,

Gary and Carolyn Kerl
Marsh Landing Community
23232 Grassy Pine Dr.
Estero, FL 33928

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 21, 2023

Agenda Item:

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

Approve Ordinance No. 2023-04.

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.

The Council First Reading of the Ordinance was held on June 7, 2023.

Action Requested:

Approve Ordinance No. 2023-04.

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:

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 May 26, 2023. 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

Maximum Lot Coverage: 40 percent
Maximum Building Height: 45 feet above grade

5. *Access*
Access points shown on the Master Concept Plan are approximate and may be shifted or relocated at time of development order.

6. *Outdoor Consumption on Premises or Live Music*
Any outdoor consumption on premises or live music or bar outdoor seating within 500 feet of existing homes will require a public hearing at Planning Zoning and Design Board. This does not prohibit owner from obtaining a temporary use permit or special event permit.

7. *Buffers*
As part of the local development order approval, landscape buffers must be consistent with the Master Concept Plan and Land Development Code except as approved by deviation. All required buffer plantings must be 100% native vegetation.

8. *Lighting*
Lighting must be in compliance with the Land Development Code.

9. *Deviations*
Deviation 1 to allow a submittal of the Pattern Book at time of development order in lieu of rezoning, is approved.

Deviation 2 is approved to omit the Type C/F buffer requirement where the proposed EPD abuts the Estero Community Park.

Deviation 3 is approved to reduce the intersection separation along Williams Road to 200 feet in lieu of 330 feet.

Deviation 4 is approved to reduce the intersection separation along Via Coconut Point to 200 feet in lieu of 330 feet.

Section 3. Findings and Conclusions

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.

Section 4. Exhibits

The following exhibits are attached to this Ordinance and incorporated by reference:

Exhibit A	Master Concept Plan dated May 26, 2023
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.

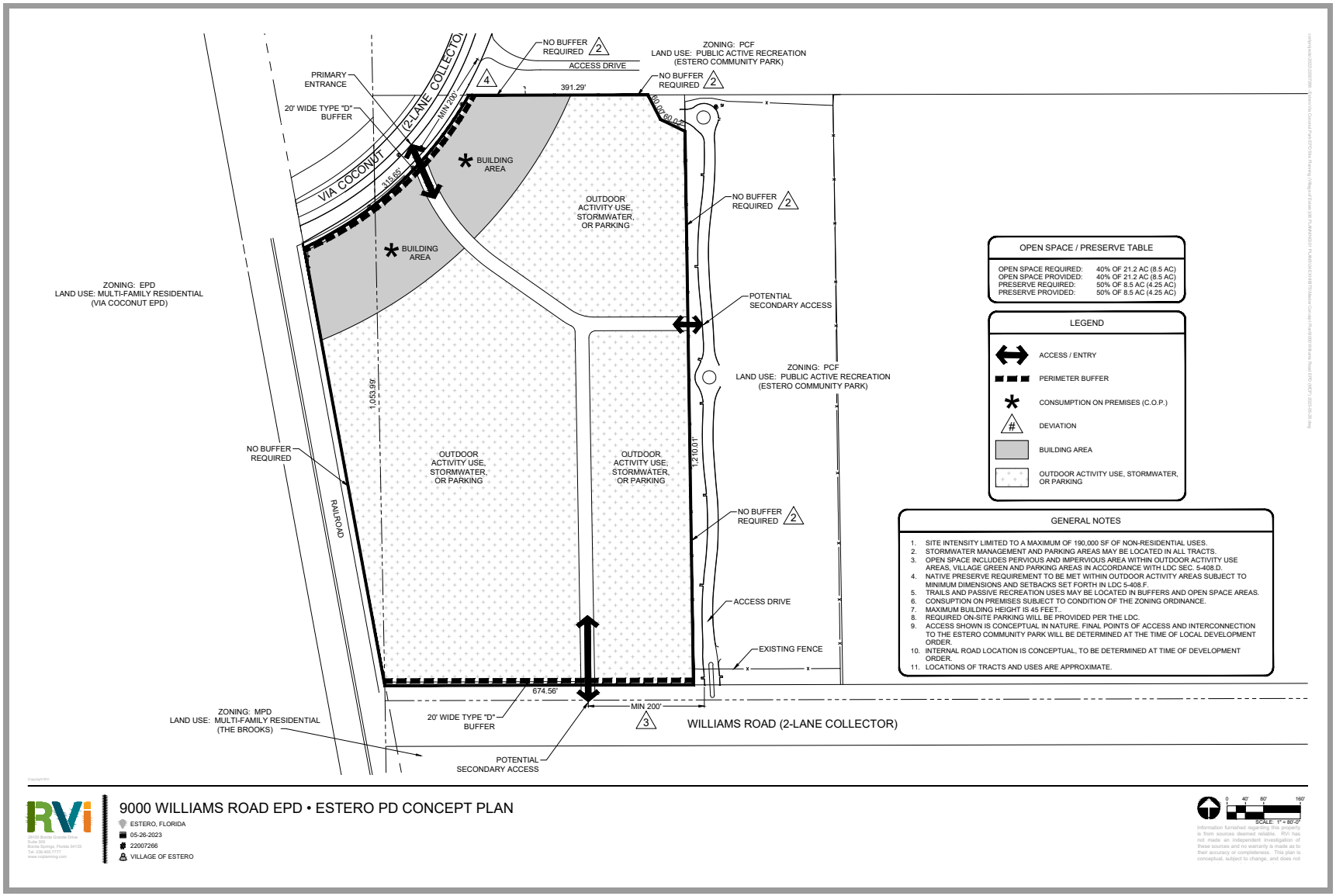
Attest: **VILLAGE OF ESTERO, FLORIDA**

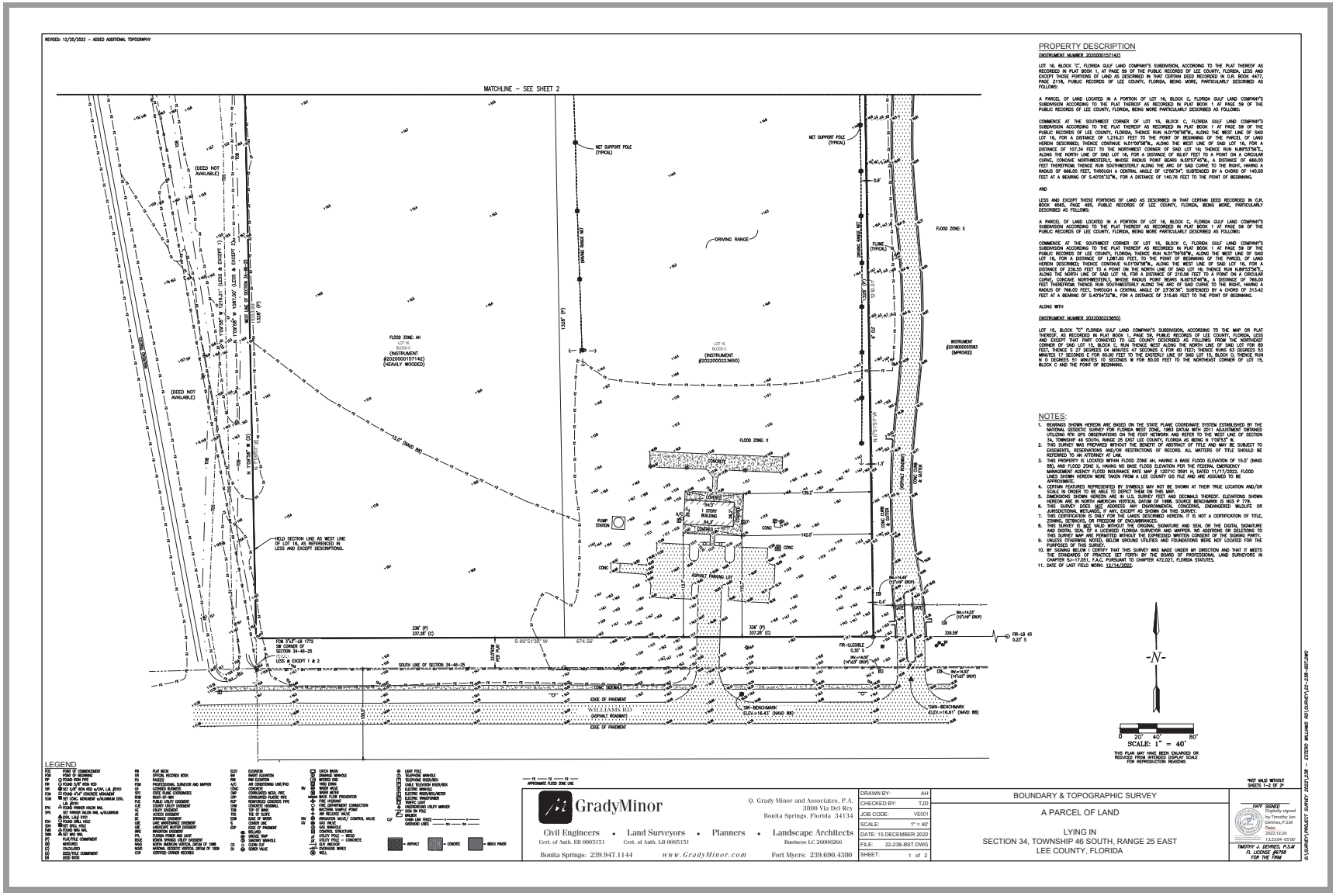
By: _____ By: _____
Carol Sacco, Village Clerk Jon McLain, Mayor

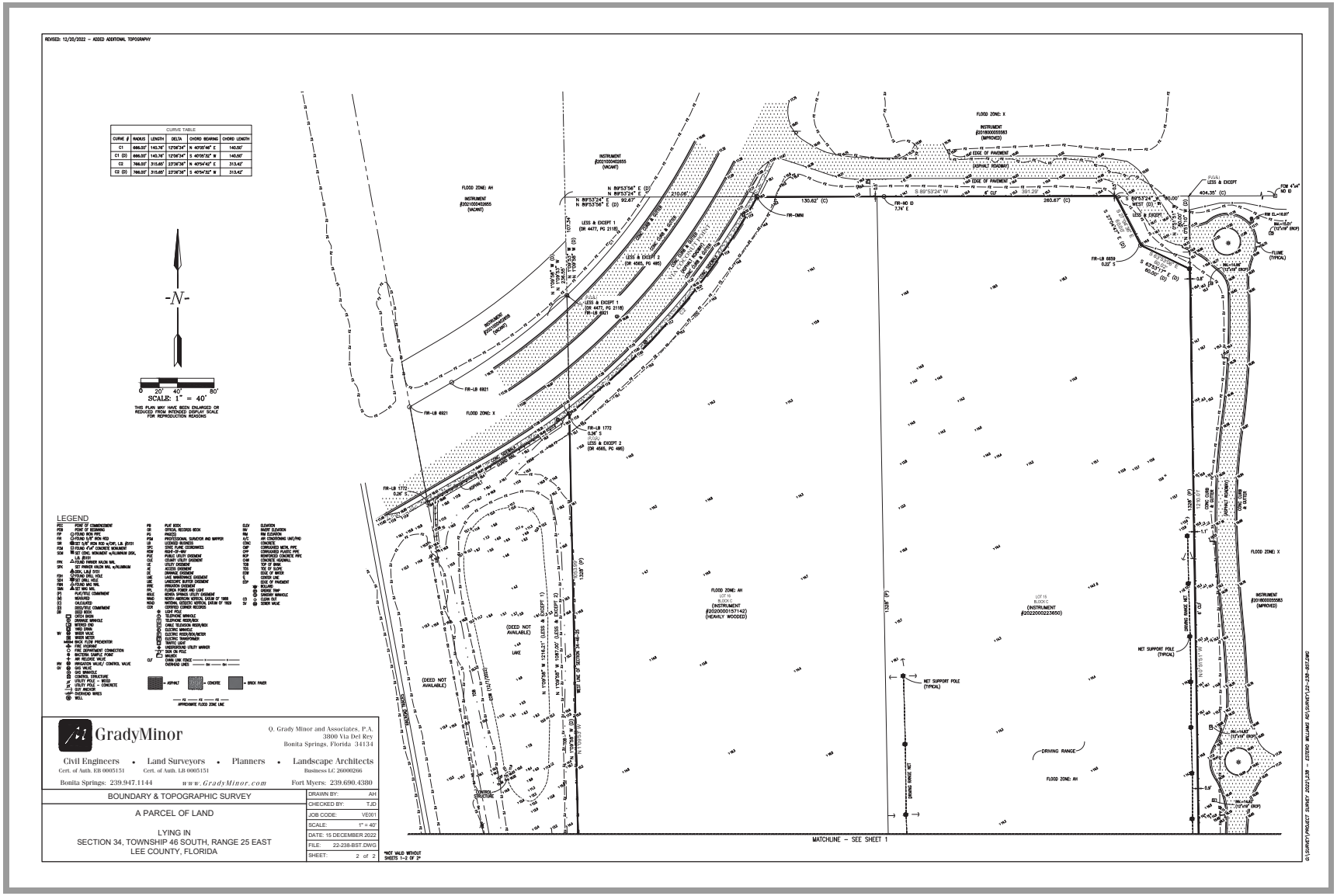
Reviewed for legal sufficiency:

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	____	____


NO BUFFER REQUIRED 2
ACCESS DRIVE
ZONING: PCF
LAND USE: PUBLIC ACTIVE RECREATION
(ESTERO COMMUNITY PARK)
NO BUFFER REQUIRED 2
PRIMARY ENTRANCE
20' WIDE TYPE "D" BUFFER
VIA COCONUT (2-LANE COLLECTOR)
MIN 200'
4
391.29'
60.00'
60.02'
315.65'
BUILDING AREA
BUILDING AREA
OUTDOOR ACTIVITY USE, STORMWATER, OR PARKING
NO BUFFER REQUIRED 2
ZONING: EPD
LAND USE: MULTI-FAMILY RESIDENTIAL
(VIA COCONUT EPD)
POTENTIAL SECONDARY ACCESS
ZONING: PCF
LAND USE: PUBLIC ACTIVE RECREATION
(ESTERO COMMUNITY PARK)
1,053.99'
1,210.01'
NO BUFFER REQUIRED
OUTDOOR ACTIVITY USE, STORMWATER, OR PARKING
OUTDOOR ACTIVITY USE, STORMWATER, OR PARKING
RAILROAD
NO BUFFER REQUIRED 2
ACCESS DRIVE
EXISTING FENCE
674.56'
MIN 200'
3
WILLIAMS ROAD (2-LANE COLLECTOR)
ZONING: MPD
LAND USE: MULTI-FAMILY RESIDENTIAL
(THE BROOKS)
20' WIDE TYPE "D" BUFFER
POTENTIAL SECONDARY ACCESS
OPEN SPACE / PRESERVE TABLE
OPEN SPACE REQUIRED: 40% OF 21.2 AC (8.5 AC)
OPEN SPACE PROVIDED: 40% OF 21.2 AC (8.5 AC)
PRESERVE REQUIRED: 50% OF 8.5 AC (4.25 AC)
PRESERVE PROVIDED: 50% OF 8.5 AC (4.25 AC)
LEGEND
ACCESS / ENTRY
PERIMETER BUFFER
CONSUMPTION ON PREMISES (C.O.P.)
DEVIATION
BUILDING AREA
OUTDOOR ACTIVITY USE, STORMWATER, OR PARKING
GENERAL NOTES
1. SITE INTENSITY LIMITED TO A MAXIMUM OF 190,000 SF OF NON-RESIDENTIAL USES.
2. STORMWATER MANAGEMENT AND PARKING AREAS MAY BE LOCATED IN ALL TRACTS.
3. OPEN SPACE INCLUDES PERVIOUS AND IMPERVIOUS AREA WITHIN OUTDOOR ACTIVITY USE AREAS, VILLAGE GREEN AND PARKING AREAS IN ACCORDANCE WITH LDC SEC. 5-408.D.
4. NATIVE PRESERVE REQUIREMENT TO BE MET WITHIN OUTDOOR ACTIVITY AREAS SUBJECT TO MINIMUM DIMENSIONS AND SETBACKS SET FORTH IN LDC 5-408.F.
5. TRAILS AND PASSIVE RECREATION USES MAY BE LOCATED IN BUFFERS AND OPEN SPACE AREAS.
6. CONSUPTION ON PREMISES SUBJECT TO CONDITION OF THE ZONING ORDINANCE.
7. MAXIMUM BUILDING HEIGHT IS 45 FEET..
8. REQUIRED ON-SITE PARKING WILL BE PROVIDED PER THE LDC.
9. ACCESS SHOWN IS CONCEPTUAL IN NATURE. FINAL POINTS OF ACCESS AND INTERCONNECTION TO THE ESTERO COMMUNITY PARK WILL BE DETERMINED AT THE TIME OF LOCAL DEVELOPMENT ORDER.
10. INTERNAL ROAD LOCATION IS CONCEPTUAL, TO BE DETERMINED AT TIME OF DEVELOPMENT ORDER.
11. LOCATIONS OF TRACTS AND USES ARE APPROXIMATE.
RVi
9000 WILLIAMS ROAD EPD • ESTERO PD CONCEPT PLAN
ESTERO, FLORIDA
05-26-2023
22007266
VILLAGE OF ESTERO
SCALE: 1" = 80'-0"


REVISED: 12/20/2022 – ADDED ADDITIONAL TOPOGRAPHY
MATCHLINE – SEE SHEET 2
PROPERTY DESCRIPTION
(INSTRUMENT NUMBER 2022000157142)
LOT 16, BLOCK "C", FLORIDA GULF LAND COMPANY'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, AT PAGE 59 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LESS AND EXCEPT THOSE PORTIONS OF LAND AS DESCRIBED IN THAT CERTAIN DEED RECORDED IN O.R. BOOK 4477, PAGE 2118, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE, PARTICULARLY DESCRIBED AS FOLLOWS:
A PARCEL OF LAND LOCATED IN A PORTION OF LOT 16, BLOCK C, FLORIDA GULF LAND COMPANY'S SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 59 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF LOT 16, BLOCK C, FLORIDA GULF LAND COMPANY'S SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 59 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N.01°09'58"W., ALONG THE WEST LINE OF SAID LOT 16, FOR A DISTANCE OF 1,216.21 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.01°09'58"W., ALONG THE WEST LINE OF SAID LOT 16, FOR A DISTANCE OF 107.34 FEET TO THE NORTHWEST CORNER OF SAID LOT 16; THENCE RUN N.89°51'58"E., ALONG THE NORTH LINE OF SAID LOT 16, FOR A DISTANCE OF 92.67 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS N.25°57'40"E., A DISTANCE OF 868.00 FEET THEREFROM; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 868.00 FEET, THROUGH A CENTRAL ANGLE OF 12°06'34", SUBTENDED BY A CHORD OF 140.50 FEET AT A BEARING OF S.40°05'32"W., FOR A DISTANCE OF 140.76 FEET TO THE POINT OF BEGINNING.
AND
LESS AND EXCEPT THOSE PORTIONS OF LAND AS DESCRIBED IN THAT CERTAIN DEED RECORDED IN O.R. BOOK 4565, PAGE 405, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE, PARTICULARLY DESCRIBED AS FOLLOWS:
A PARCEL OF LAND LOCATED IN A PORTION OF LOT 16, BLOCK C, FLORIDA GULF LAND COMPANY'S SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 59 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF LOT 16, BLOCK C, FLORIDA GULF LAND COMPANY'S SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 59 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N.01°09'58"W., ALONG THE WEST LINE OF SAID LOT 16, FOR A DISTANCE OF 1,087.20 FEET, TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.01°09'58"W., ALONG THE WEST LINE OF SAID LOT 16, FOR A DISTANCE OF 236.02 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 16; THENCE RUN N.89°51'58"E., ALONG THE NORTH LINE OF SAID LOT 16, FOR A DISTANCE OF 210.06 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS N.25°57'40"E., A DISTANCE OF 768.00 FEET THEREFROM; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 768.00 FEET, THROUGH A CENTRAL ANGLE OF 23°30'36", SUBTENDED BY A CHORD OF 313.42 FEET AT A BEARING OF S.48°54'32"W., FOR A DISTANCE OF 315.65 FEET TO THE POINT OF BEGINNING.
ALONG WITH
(INSTRUMENT NUMBER 2022000223650)
LOT 15, BLOCK "C" FLORIDA GULF LAND COMPANY'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 59, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LESS AND EXCEPT THAT PART CONVEYED TO LEE COUNTY DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID LOT 15, BLOCK C, RUN THENCE WEST ALONG THE NORTH LINE OF SAID LOT FOR 80 FEET, THENCE S. 27 DEGREES 04 MINUTES 47 SECONDS E FOR 80 FEET; THENCE RUNS S 63 DEGREES 53 MINUTES 13 SECONDS E FOR 60.00 FEET TO THE EASTERLY LINE OF SAID LOT 15, BLOCK C; THENCE RUN N 0 DEGREES 51 MINUTES 10 SECONDS W FOR 80.00 FEET TO THE NORTHEAST CORNER OF LOT 15, BLOCK C AND THE POINT OF BEGINNING.
NOTES:
1. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA WEST ZONE, 1983 DATUM WITH 2011 ADJUSTMENT OBTAINED UTILIZING RTK GPS OBSERVATIONS ON THE FDOT NETWORK AND REFER TO THE WEST LINE OF SECTION 34, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA AS BEING N 1°09'58" W.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF ABSTRACT OF TITLE AND MAY BE SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD. ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.
3. THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE AH, HAVING A BASE FLOOD ELEVATION OF 15.0' (NAVD 88), AND FLOOD ZONE X, HAVING NO BASE FLOOD ELEVATION PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP # 12071C 0591 H, DATED 11/17/2022. FLOOD LINES SHOWN HEREON WERE TAKEN FROM A LEE COUNTY GIS FILE AND ARE ASSUMED TO BE APPROXIMATE.
4. CERTAIN FEATURES REPRESENTED BY SYMBOLS MAY NOT BE SHOWN AT THEIR TRUE LOCATION AND/OR SCALE IN ORDER TO BE ABLE TO DEPICT THEM ON THIS MAP.
5. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF. ELEVATIONS SHOWN HEREON ARE AMERICAN NATIONAL VERTICAL DATUM OF 1988. SOURCE BENCHMARK IS NGS P 779.
6. THIS SURVEY DOES NOT ADDRESS ANY ENVIRONMENTAL CONCERNS, ENDANGERED WILDLIFE OR JURISDICTIONAL WETLANDS, IF ANY, EXCEPT AS SHOWN ON THIS SURVEY.
7. THIS CERTIFICATION IS ONLY FOR THE LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS, OR FREEDOM OF ENCUMBRANCES.
8. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE DIGITAL SIGNATURE AND DIGITAL SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SURVEY MAP ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.
9. UNLESS OTHERWISE NOTED, BELOW GROUND UTILITIES AND FOUNDATIONS WERE NOT LOCATED FOR THE PURPOSES OF THIS SURVEY.
10. I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.051, F.A.C. PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.
11. DATE OF LAST FIELD WORK: 12/14/2022.
NET SUPPORT POLE (TYPICAL)
DRIVING RANGE
FLOOD ZONE: X
FLOOD ZONE: AH
LOT 16 BLOCK C
(INSTRUMENT #2022000157142)
(HEAVILY WOODED)
LOT 15 BLOCK C
(INSTRUMENT #2022000223650)
INSTRUMENT #2019000055583 (IMPROVED)
(DEED NOT AVAILABLE)
HELD SECTION LINE AS WEST LINE OF LOT 16, AS REFERENCED IN LESS AND EXCEPT DESCRIPTIONS.
FLUME (TYPICAL)
CONCRETE
1 STORY BUILDING
PUMP STATION
ASPHALT PARKING LOT
CONC
FCM 3"x3" LB 1772 SW CORNER OF SECTION 34-46-25
LESS & EXCEPT 1 & 2
SOUTH LINE OF SECTION 34-46-25
S 89°51'58" W 674.56'
WILLIAMS RD
(ASPHALT ROADWAY)
EDGE OF PAVEMENT
CONC SIDEWALK
-N-
0 20' 40' 80'
SCALE: 1" = 40'
THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS
NOT VALID WITHOUT SHEETS 1–2 OF 2
LEGEND
GradyMinor
Civil Engineers • Land Surveyors • Planners • Landscape Architects
Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151 Business LC 26000266
Q. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134
Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380
DRAWN BY: AH
CHECKED BY: TJD
JOB CODE: VE001
SCALE: 1" = 40'
DATE: 15 DECEMBER 2022
FILE: 22-238-BST.DWG
SHEET: 1 of 2
BOUNDARY & TOPOGRAPHIC SURVEY
A PARCEL OF LAND
LYING IN
SECTION 34, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA
DATE SIGNED
Digitally signed by Timothy Jon DeVries, P.S.M.
Date: 2023.12.20 13:20:04 -05'00'
TIMOTHY J. DEVRIES, P.S.M
FL LICENSE #6758
FOR THE FIRM


REVISED: 12/20/2022 – ADDED ADDITIONAL TOPOGRAPHY
CURVE TABLE
CURVE # | RADIUS | LENGTH | DELTA | CHORD BEARING | CHORD LENGTH
C1 | 666.00' | 140.76' | 12°06'34" | N 40°05'46" E | 140.50'
C1 (D) | 666.00' | 140.76' | 12°06'34" | S 40°05'30" W | 140.50'
C2 | 766.00' | 315.60' | 23°36'36" | N 40°54'42" E | 313.42'
C2 (D) | 766.00' | 315.60' | 23°36'36" | S 40°54'36" W | 313.42'
-N-
0 20' 40' 80'
SCALE: 1" = 40'
THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS
LEGEND
GradyMinor
Q. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134
Civil Engineers • Land Surveyors • Planners • Landscape Architects
Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151 Business LC 26000266
Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380
BOUNDARY & TOPOGRAPHIC SURVEY
A PARCEL OF LAND
LYING IN
SECTION 34, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA
DRAWN BY: AH
CHECKED BY: TJD
JOB CODE: VE001
SCALE: 1" = 40'
DATE: 15 DECEMBER 2022
FILE: 22-238-BST.DWG
SHEET: 2 of 2
NOT VALID WITHOUT SHEETS 1-2 OF 2
MATCHLINE – SEE SHEET 1
G:\SURVEY\PROJECT SURVEY 2022\238 – ESTERO WILLIAMS #2\SURVEY\22-238-BST.DWG

INSTR # 2008000026181 Page Number: 3 of 3

EXHIBIT "A"

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N 01°09'58" W	39.19'
L2	N 59°44'39" E	52.76'

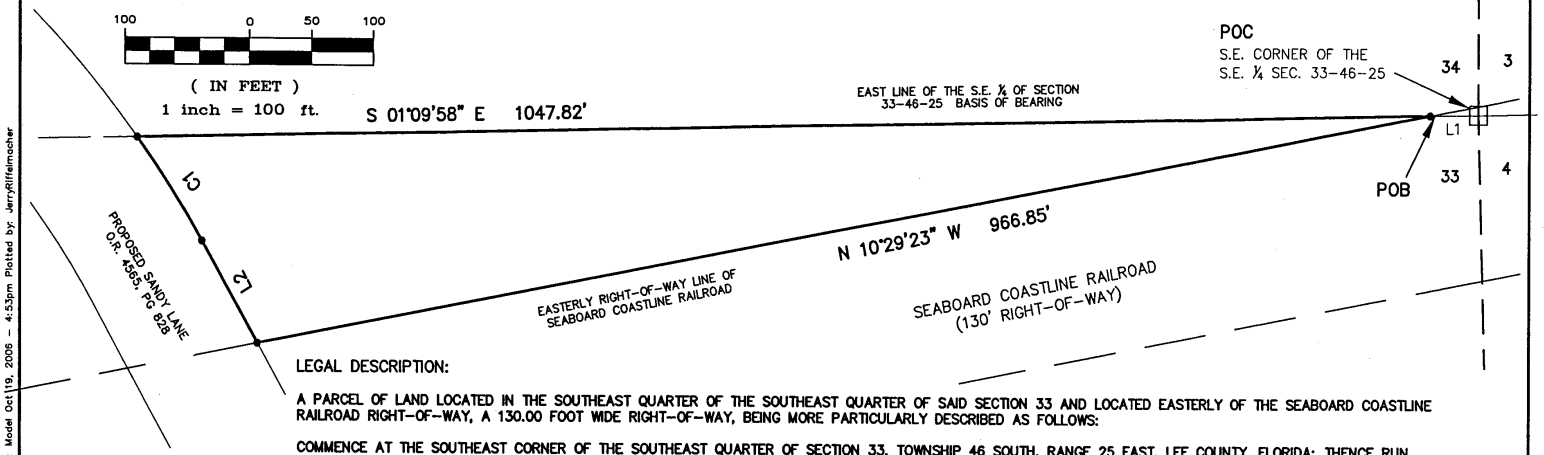
CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD	BEARING	LENGTH
C1	766.00'	07°01'49"	93.93'	N 56°13'44" E	94.00'

GRAPHIC SCALE

100 0 50 100

(IN FEET)

1 inch = 100 ft.



LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33 AND LOCATED EASTERLY OF THE SEABOARD COASTLINE RAILROAD RIGHT-OF-WAY, A 130.00 FOOT WIDE RIGHT-OF-WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.01°09'58"W., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, FOR A DISTANCE OF 39.19 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD, THE SAME BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN N.10°29'23"W., ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID SEABOARD COASTLINE RAILROAD, FOR A DISTANCE OF 966.85 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PROPOSED SANDY LANE AS DESCRIBED IN O.R. BOOK 4565 PAGE 828 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N.59°44'39"E., ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PROPOSED SANDY LANE, FOR A DISTANCE OF 52.76 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PROPOSED SANDY LANE AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 766.00 FEET, THROUGH A CENTRAL ANGLE OF 07°01'49", SUBTENDED BY A CHORD OF 93.93 FEET AT A BEARING OF N.56°13'44"E., FOR A DISTANCE OF 94.00 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN S.01°09'58"E., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, FOR A DISTANCE OF 1,047.82 FEET, TO THE POINT OF BEGINNING; CONTAINING 1.876 ACRES, MORE OR LESS.

THIS PROPERTY SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS SHOWN HEREON REFER TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING N.01°09'58"W.

LEGEND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB #1772

BY _____ P.S.M. #6130
JERRY L. RIFFELMACHER STATE OF FLORIDA

* NOT A SURVEY *

SEC-TWN-RGE:	33-46-25
DRAWN BY:	JLR
DATE	10/06
CHECKED BY:	JLR
DRAWING NO.	E-234

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

6202F Presidential Court
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No.1772

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SKETCH AND LEGAL DESCRIPTION
S2-8

PROJECT NO. 2003046
REFERENCE NO. S2-8SL

H:\1997\1997079\DWG\SANDY LANE SKETCHES--AUDREE\ROW TAKES\S2-8sl.dwg Tab: Model Oct 19, 2006 - 4:53pm Plotted by: JerryRiffelmacher

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

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 appliable; 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.

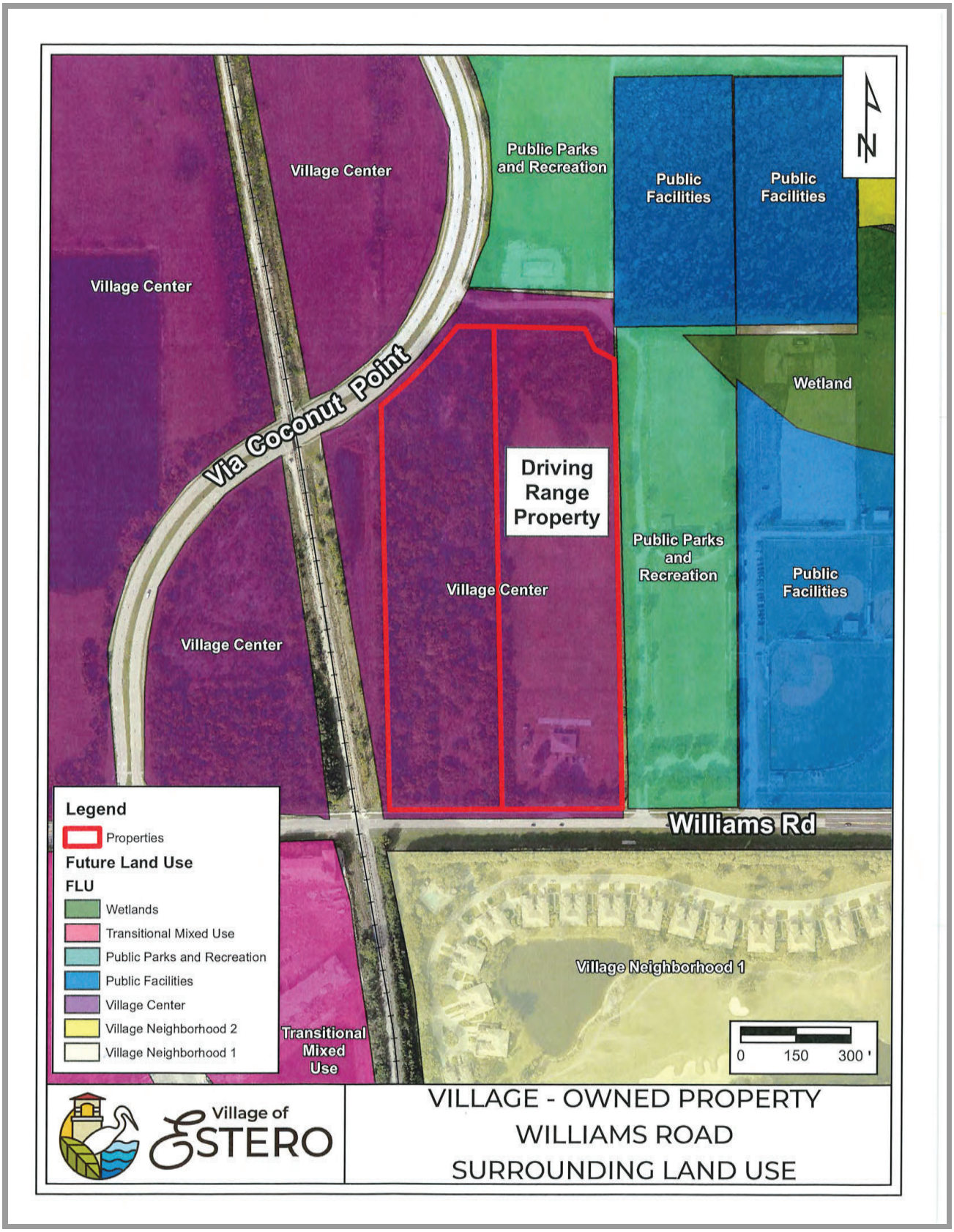
i. Quality of Buildings: The buildings will be high quality and sustainable.

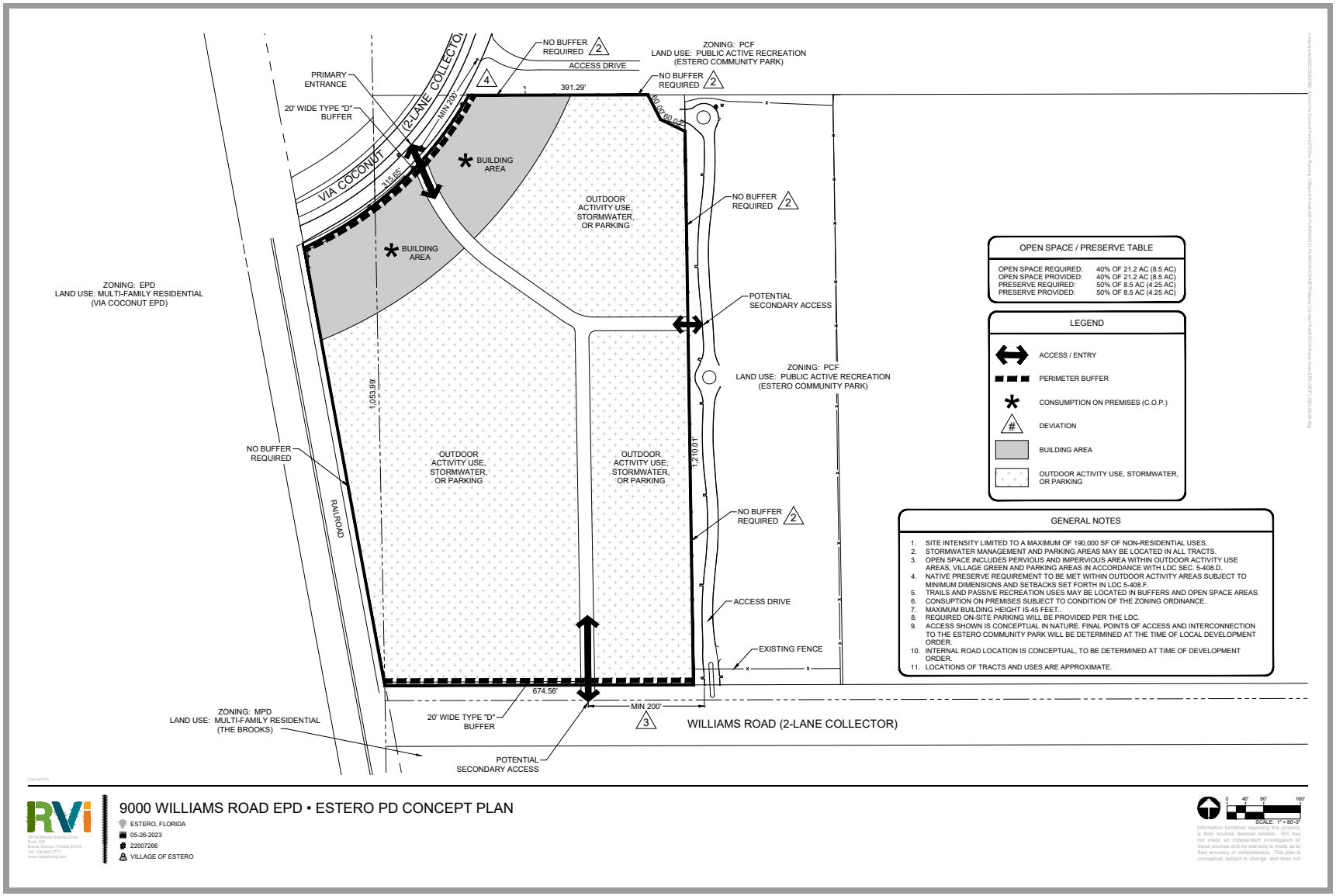
ATTACHMENTS:

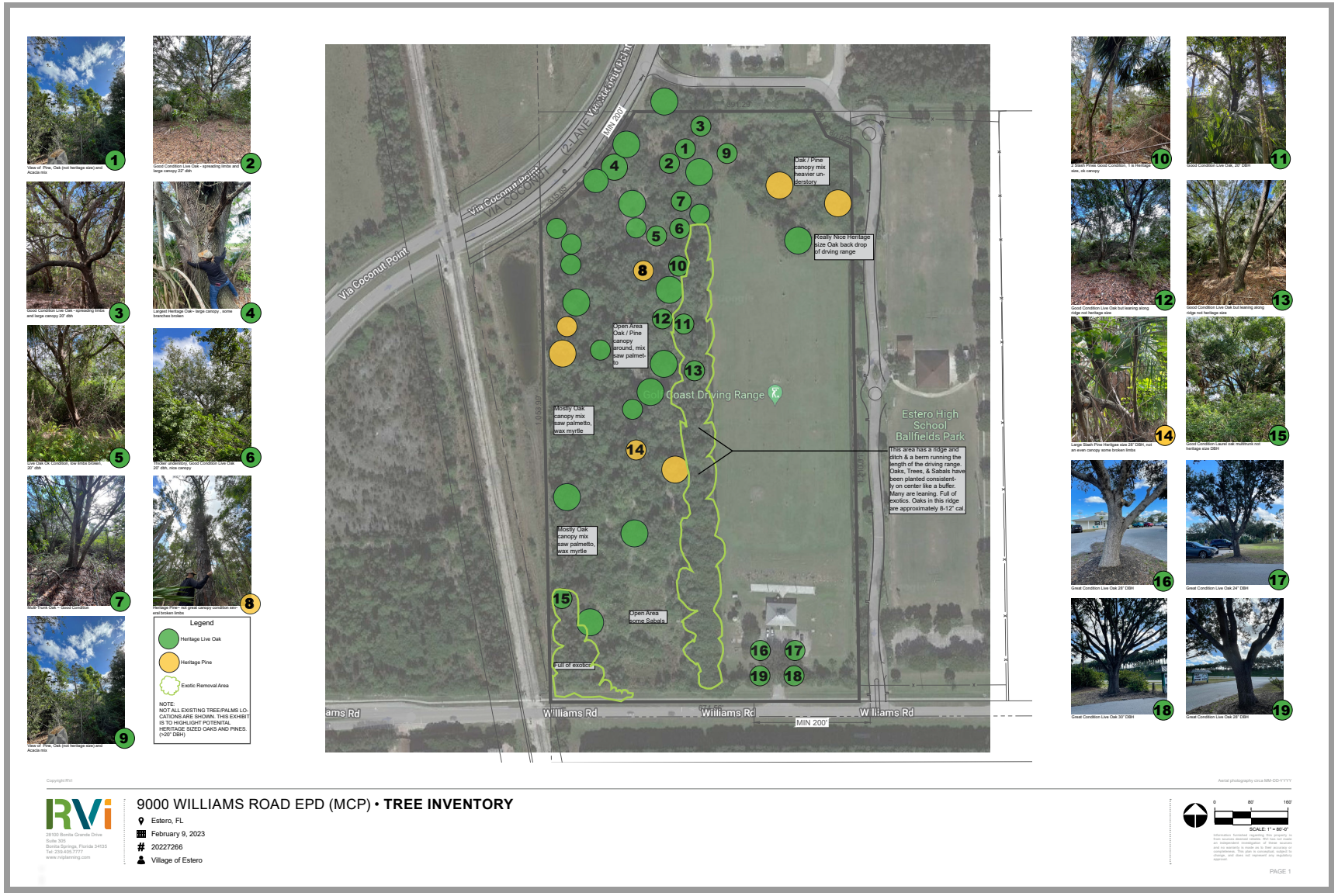
A. Zoning and Land Use Maps
B. Master Concept Plan
C. Tree Survey Map
D. Zoning Resolution Z-98-051 (Golf Driving Range)

Attachment A




Village Center
Public Parks and Recreation
Public Facilities
Public Facilities
N
Village Center
Via Coconut Point
Wetland
Driving Range Property
Public Parks and Recreation
Public Facilities
Village Center
Village Center
Legend
Properties
Future Land Use
FLU
Wetlands
Transitional Mixed Use
Public Parks and Recreation
Public Facilities
Village Center
Village Neighborhood 2
Village Neighborhood 1
Williams Rd
Village Neighborhood 1
Transitional Mixed Use
0
150
300 '
Village of ESTERO
VILLAGE - OWNED PROPERTY
WILLIAMS ROAD
SURROUNDING LAND USE


NO BUFFER REQUIRED 2
ACCESS DRIVE
ZONING: PCF
LAND USE: PUBLIC ACTIVE RECREATION
(ESTERO COMMUNITY PARK)
NO BUFFER REQUIRED 2
PRIMARY ENTRANCE
20' WIDE TYPE "D" BUFFER
VIA COCONUT (2-LANE COLLECTOR)
MIN 200'
4
391.29'
60.00'
60.02'
315.65'
BUILDING AREA
BUILDING AREA
OUTDOOR ACTIVITY USE, STORMWATER, OR PARKING
NO BUFFER REQUIRED 2
ZONING: EPD
LAND USE: MULTI-FAMILY RESIDENTIAL
(VIA COCONUT EPD)
POTENTIAL SECONDARY ACCESS
ZONING: PCF
LAND USE: PUBLIC ACTIVE RECREATION
(ESTERO COMMUNITY PARK)
1,053.99'
1,210.01'
NO BUFFER REQUIRED
OUTDOOR ACTIVITY USE, STORMWATER, OR PARKING
OUTDOOR ACTIVITY USE, STORMWATER, OR PARKING
RAILROAD
NO BUFFER REQUIRED 2
ACCESS DRIVE
EXISTING FENCE
674.56'
MIN 200'
3
WILLIAMS ROAD (2-LANE COLLECTOR)
ZONING: MPD
LAND USE: MULTI-FAMILY RESIDENTIAL
(THE BROOKS)
20' WIDE TYPE "D" BUFFER
POTENTIAL SECONDARY ACCESS
OPEN SPACE / PRESERVE TABLE
OPEN SPACE REQUIRED: 40% OF 21.2 AC (8.5 AC)
OPEN SPACE PROVIDED: 40% OF 21.2 AC (8.5 AC)
PRESERVE REQUIRED: 50% OF 8.5 AC (4.25 AC)
PRESERVE PROVIDED: 50% OF 8.5 AC (4.25 AC)
LEGEND
ACCESS / ENTRY
PERIMETER BUFFER
CONSUMPTION ON PREMISES (C.O.P.)
DEVIATION
BUILDING AREA
OUTDOOR ACTIVITY USE, STORMWATER, OR PARKING
GENERAL NOTES
1. SITE INTENSITY LIMITED TO A MAXIMUM OF 190,000 SF OF NON-RESIDENTIAL USES.
2. STORMWATER MANAGEMENT AND PARKING AREAS MAY BE LOCATED IN ALL TRACTS.
3. OPEN SPACE INCLUDES PERVIOUS AND IMPERVIOUS AREA WITHIN OUTDOOR ACTIVITY USE AREAS, VILLAGE GREEN AND PARKING AREAS IN ACCORDANCE WITH LDC SEC. 5-408.D.
4. NATIVE PRESERVE REQUIREMENT TO BE MET WITHIN OUTDOOR ACTIVITY AREAS SUBJECT TO MINIMUM DIMENSIONS AND SETBACKS SET FORTH IN LDC 5-408.F.
5. TRAILS AND PASSIVE RECREATION USES MAY BE LOCATED IN BUFFERS AND OPEN SPACE AREAS.
6. CONSUPTION ON PREMISES SUBJECT TO CONDITION OF THE ZONING ORDINANCE.
7. MAXIMUM BUILDING HEIGHT IS 45 FEET..
8. REQUIRED ON-SITE PARKING WILL BE PROVIDED PER THE LDC.
9. ACCESS SHOWN IS CONCEPTUAL IN NATURE. FINAL POINTS OF ACCESS AND INTERCONNECTION TO THE ESTERO COMMUNITY PARK WILL BE DETERMINED AT THE TIME OF LOCAL DEVELOPMENT ORDER.
10. INTERNAL ROAD LOCATION IS CONCEPTUAL, TO BE DETERMINED AT TIME OF DEVELOPMENT ORDER.
11. LOCATIONS OF TRACTS AND USES ARE APPROXIMATE.
RVi
9000 WILLIAMS ROAD EPD • ESTERO PD CONCEPT PLAN
ESTERO, FLORIDA
05-26-2023
22007266
VILLAGE OF ESTERO
SCALE: 1" = 80'-0"


Via Coconut Point
Via Coconut Point
MIN 200'
Oak / Pine canopy mix heavier understory
Really Nice Heritage size Oak back drop of driving range
Open Area Oak / Pine canopy around, mix saw palmetto
Coast Driving Range
Estero High School Ballfields Park
Mostly Oak canopy mix saw palmetto, wax myrtle
This area has a ridge and ditch & a berm running the length of the driving range. Oaks, Trees, & Sabals have been planted consistently on center like a buffer. Many are leaning. Full of exotics. Oaks in this ridge are approximately 8-12" cal.
Mostly Oak canopy mix saw palmetto, wax myrtle
Open Area some Sabals
Full of exotics
Williams Rd
Williams Rd
Williams Rd
MIN 200'
Legend
Heritage Live Oak
Heritage Pine
Exotic Removal Area
NOTE:
NOT ALL EXISTING TREE/PALMS LOCATIONS ARE SHOWN. THIS EXHIBIT IS TO HIGHLIGHT POTENITAL HERITAGE SIZED OAKS AND PINES. (>20" DBH)
9000 WILLIAMS ROAD EPD (MCP) • TREE INVENTORY
Estero, FL
February 9, 2023
20227266
Village of Estero
SCALE: 1" = 80'-0"

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

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.

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: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Chairman

Approved as to form by:

_____
County Attorney's Office

CASE NO:98-01-161.02Z 01.01

MINUTES DEPARTMENT
AUG 2 4 1998

Z-98-051
PAGE 4 OF 4

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

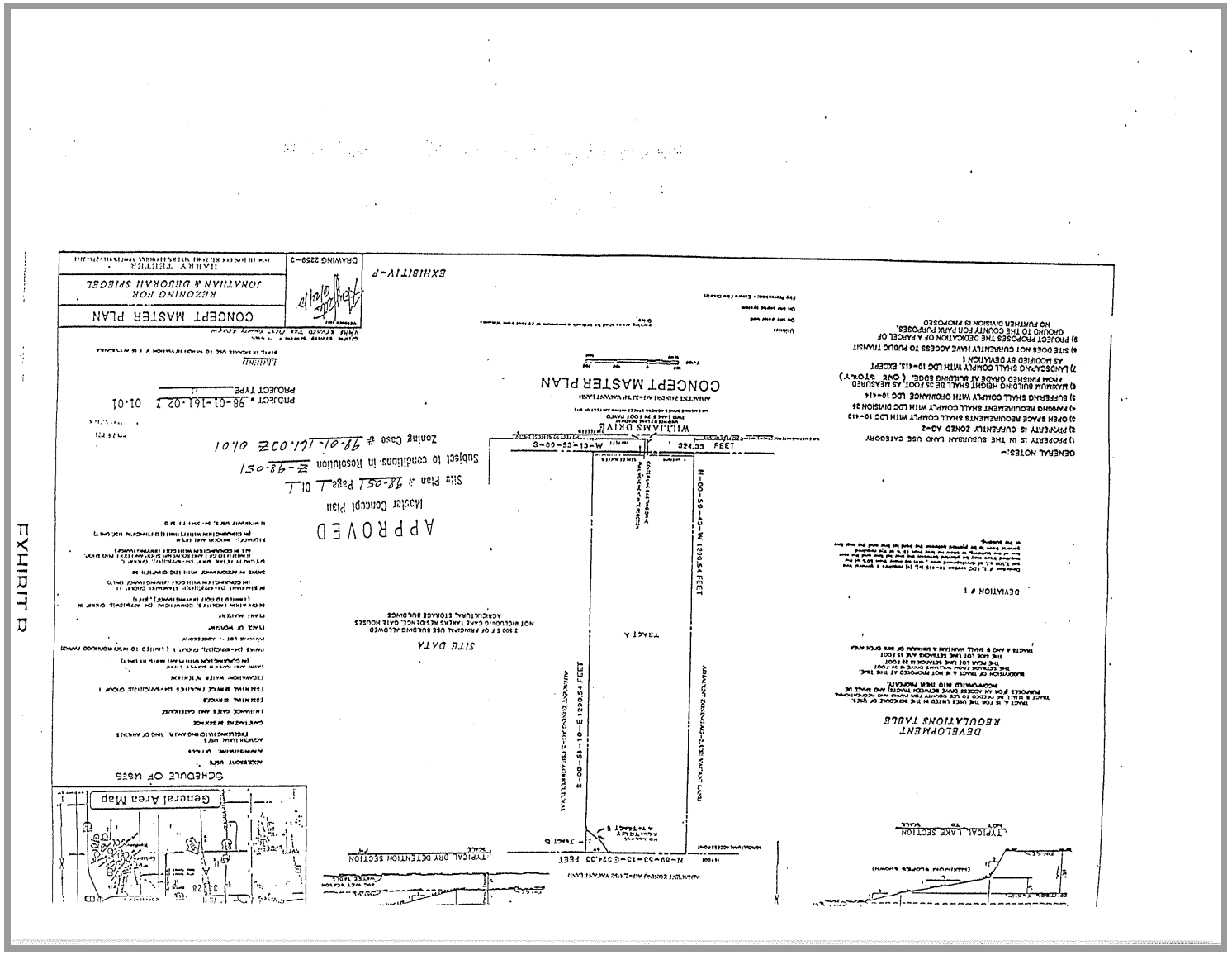
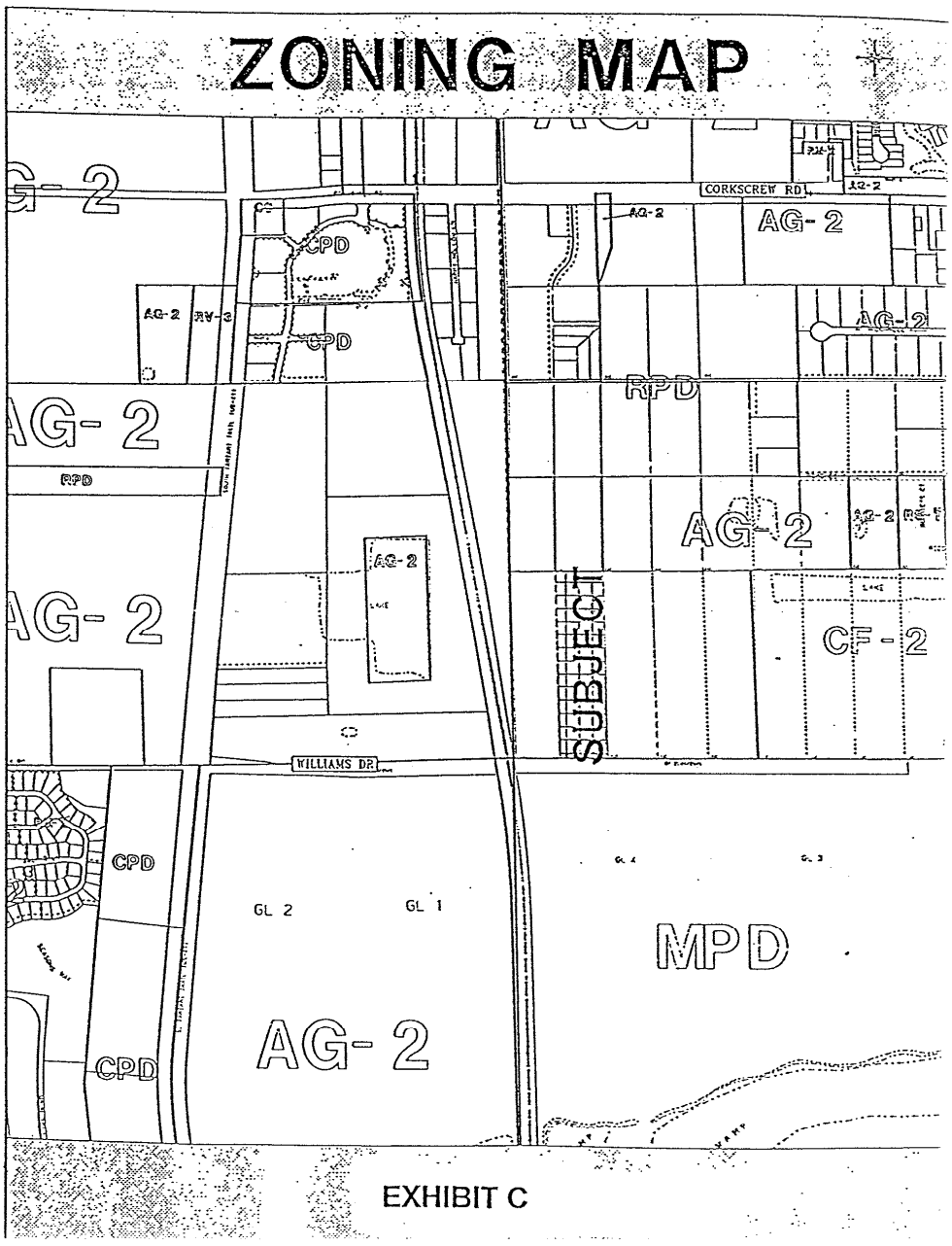


EXHIBIT B
CONCEPT MASTER PLAN
REZONING FOR
JONATHAN & DEBORAH SPIEGEL
HARRY THEITER
DRAWING 2259-3
EXHIBITIV-F
CONCEPT MASTER PLAN
WILLIAMS DRIVE
S-00-53-13-W 324.33 FEET
N-00-59-43-W 1290.54 FEET
S-00-51-10-E 1290.54 FEET
N-00-53-13-E 324.33 FEET
TRACT A
APPROVED
Master Concept Plan
Site Plan # 98-051 Page 1 of 1
Subject to conditions in Resolution Z-98-051
Zoning Case # 98-01-161.02Z 01.01
PROJECT # 98-01-161.02 Z 01.01
PROJECT TYPE
SITE DATA
DEVELOPMENT REGULATIONS TABLE
DEVIATION # 1
TYPICAL LAKE SECTION
TYPICAL DRY DETENTION SECTION
SCHEDULE OF USES
General Area Map


ZONING MAP
CORKSCREW RD.
AG-2
CPD
RPD
SUBJECT
WILLIAMS DR.
GL 2
GL 1
MPD
CF-2
EXHIBIT C

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 21, 2023

Agenda Item:

Resolution No. 2023 -11 the Capital Improvement Program

Motion to approve Resolution 2023-11.

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 were held on June 7, 2023, and June 21, 2023.

Action Requested:

Motion to approve Resolution 2023-11.

Process and Timeline:

The two public hearings for the Village's Capital Improvement Program were held on 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:

1. Proposed 5-year Capital Improvement Program
2. 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	$ 7,561,800	RIF	$ -	$ 3,829,400	$ -	$ -	$ -	$ 3,829,400
2	(Drainage, Road, Bike/Ped)		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)	$ 3,399,500	GT	$ -	$ -	$ 900,000	$ -	$ -	$ 900,000
3	(Road, Bike/Ped, Drainage)		RIF	$ -	$ -	$ 440,000	$ -	$ -	$ 440,000
3			GF	$ 1,264,800	$ -	$ 794,700		$ -	$ 2,059,500
4	Broadway W. Phase 2 Improvements	$ 3,202,100	GT	$ -	$ -	$ -	$ -	$ 1,600,000	$ 1,600,000
4	(Breckenridge-Pine Tree Ln.)(Road, Bike/Ped, Drainage)		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 (3Oaks-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	Estero 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	Estero 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 Estero 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	Estero River North Branch Drainage Improvements	$ 9,000,000	GF	$ 500,000	$ -	$ -	$ -	$ -	$ 500,000
1			Grants	$ -	$ 4,250,000	$ 4,250,000	$ -	$ -	$ -
3	Estero River Sediment Removal (West of US 41)	$ 2,705,500	GF	$ -	$ -	$ -	$ 2,556,400	$ -	$ 2,556,400
4	Estero River Sediment Removal (Railroad to Sandy Ln)	$ 766,800	GF	$ -	$ -	$ -	$ -	$ -	$ -
5	Villagio-Estero Pkwy Drainage Improvements	$ 2,050,500	Estero/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 Estero 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
	Informtation 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 aqcu
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 21st day of June, 2023.

Attest: **VILLAGE OF ESTERO, FLORIDA**

By: _____ By: _____
Carol Sacco, Village Clerk Jon McLain, Mayor

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
July 6, 2022

Agenda Item:

Presentation of the Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2022 by Jeff Tuscan, CPA, Tuscan &. Company, PA.

Description:

In compliance with Florida Statutes 218.39, the Village's financial statements have been independently audited by Tuscan & Company, PA, a firm of licensed certified public accountants. The report provides details of operations for the twelve (12) months ending September 30, 2022. The independent auditor has issued an unmodified ("clean") opinion on the Village's financial statements for the fiscal year ended September 30, 2022.

The audit report also includes the Government Financial Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Village of Estero for fiscal year ended September 30, 2021. The Village has achieved this prestigious award each fiscal year since inception.

Background & Financial Dashboard:

The Village is committed to maintaining the highest standard of controls and oversight of our financial affairs. The Auditor is provided complete access to any and all records – at their complete discretion. Our objective is to provide the highest level of accountability and integrity in our handling of taxpayers dollars. We also commit to complete transparency and fully disclose any issues. Below is our audit history.

Summary of Audit Findings and Management Letter Comments		
FY	Audit Findings	Mgmt Letter Comments
2014/2015	2	1
2015/2016	0	0
2016/2017	1	0
2017/2018	0	0
2018/2019	0	1
2019/2020	0	0
2020/2021	0	1
2021/2022	0	1

"Findings" represent serious deficiencies in our operation and a "management comment" represents a serious concern that warrants immediate attention. Either represents an opportunity to improve our operation to best preserve the public trust. The expectation is that we never have a "finding" and only rarely have a "management comment". You can see from our history that we take the audit very seriously and manage in accordance with the highest standards of professional conduct.

A history of our Audit Findings and Management Letter Comments is attached. Of course, all of the prior issues have been corrected.

A Certificate of Achievement is valid for a period of one year only. We believe that our current comprehensive annual financial report will meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for this certificate.

Action Requested:

Approve Comprehensive Annual Financial Report.

Financial Impact:

There is no financial impact of this report.

Attachments:

1. Summary of Audit Findings and Management Letter Comments (2 pages)
2. Comprehensive Annual Financial Report
3. Village of Estero Graphs FY 22

Type	#	Finding	Criteria	Condition	Cause	Effect	Recommendation	View of Responsible Official and Planned Corrective Action
FINDING	2015-001	Segregate Payroll Duties	The basic premise of segregation of duties is that no one person should have access to both physical assets and the related accounting records or to all phases of a transaction. During the audit, we noted a lack of segregation of duties within the payroll process.	One employee maintains the payroll master file, including making changes to it for pay rate changes; prepares the payroll; transmits the payroll; and records the transactions in the general ledger.	The Village's finance staff consists of just one person, the Finance Director.	This lack of segregation of duties in the payroll function increases the risk that an error or irregularity could occur and go undetected.	While the Village Manager reviews and approves a preprocessing payroll report, we recommend that the Village Manager also review a payroll post-processing report and compare it to the approved preprocessing report. In addition, the Village Manager should review a payroll change report each pay period, detailing any changes made to the payroll master file.	Effective November 15, 2015, the Village Manager reviews and approves a post-processing report and agrees it to the approved processing report. The Village Manager also reviews a payroll change report to verify that any changes completed are as authorized. On January 27, 2016, a Finance Clerk began work in the Finance Department. This additional staff will allow for segregation of duties in the payroll process.
FINDING	2015-002	Approve Journal Entries	The proper initiation, authorization, recording, and processing of standard and nonstandard journal entries helps guard against the use of journal entries to obscure fraudulent financial reporting.	One employee prepares and records journal entries, without a review or approval of the entry or supporting documentation.	The Village's finance staff consists of just one person, the Finance Director.	This lack of journal entry review and approval increases the risk that an error or irregularity could occur and go undetected.	We recommend the adopting of a policy whereby a report detailing all journal entries will be reviewed by the Village Manager or other designated member of management each month. The report should be initialed and dated by the preparer and initialed and dated by the management reviewer.	On January 27, 2016, a Finance Clerk began work in the Finance Department. With two financial staff members, Finance Clerk and Finance Director, one staff member will prepare the journal entry and the other staff member will review the journal entry with supporting documentation. From November 2, 2015 through January 27, 2016, the Village Manager reviewed and approved all journal entries.
Mgmt Letter	ML#2015-001	Formal Written Policies	Written policies and procedures should be maintained and updated regularly to establish standard practices, establish procedures to address identifies risks in order to prevent or detect and correct errors or fraud, and establish responsibilities for preparation, review and approval of information.	Our review of internal controls revealed financial policies and procedures for recording transactions were not in formal approved written form.	The Village was created on December 31, 2014 and written policies and procedures have not yet been developed.	Without formal written policies and procedures in place, the Village is vulnerable to errors or fraud that might go undetected.	We recommend formal written policies and procedures be adopted which establish standard practices, establish procedures to address identifies risks in order to prevent pr detect and correct errors or fraud, and establish responsibilities for preparation, review and approval of information. Such policies should include string segregation of duties when possible. The policies and procedures should require physical documentation, such as signature/initials and dates, related to preparation, review and approval of information in order to hold those responsible individuals accountable. The policies and procedures should required at least annual updating of the written document in order to address new risks or new procedures required.	Village staff is currently developing formal written policies and procedures for recording transactions an expect those to be completed within the next few months.
FINDING	2017-001	Surcharge Fees	Village management is responsible for establishing and maintaining internal controls over the proper recording of all of the Village's transaction and reconciliation and review of the Village's account balances.	In accordance with State law, the Village is required to calculate and collect certain building surcharge fees on building permits to be remitted to the Florida Department of Business and Professional Regulation and Florida Department of Community Affairs. The Village retains 10% of the surcharge fees and records that amount as revenue in the financial statements. During testing of the permit revenues and associated fees, we noted one instance in which the Florida Department of Business and Professional Regulation and Florida Department of Community Affairs building surcharge fees were assessed on an incorrect total, including certain permit fees not subject to the surcharge fee.	The community development software requires manual calculation of the building surcharge fee base which provides an increased opportunity for error in assessing surcharge fees. The Village does not have internal controls in place to review that the correct surcharge fee base is entered into the system and that the resulting surcharge fee paid by the applicant is calculated correctly.	The Village's revenue is overstated by $2,428.	We recommend that the Village implement policies and procedures to improve the calculation and monthly reconciliation of the surcharge fees to ensure that the proper amounts are being charged and remitted to the State of Florida.	The Village has requested that the community development software be updated to automate the calculation of the building surcharge fee. The software update is in process and it will be implemented when testing is completed. In addition, the Village has implemented a monthly review of building surcharge fees.
Mgmt Letter	2019-01	Contracted Service Provider Reporting Must be Improved		We noted several programming and administrative issues with the proprietary software developed and maintained by the community development department's contract service provider.		1) Community development staff members were permitted to remove frees an issue permits prior to payment of fees in the software without documentations of approval. 2) Certain administrative fees were set up to calculate incorrectly in the software. 3) A software update allowed multiple credit card payments for the same permit on the public portal; however, fee payments were not recorded in the proprietary community development software. 4) No printable log o historical system errors and/or overrides was stored or available.		
Mgmt Letter	2020-01	Submit Public Depositor Annual Report by November 30		During the year ended September 30, 2021, we noted the Public Depositor Annual Report for fiscal year 2021 was not submitted timely to the Chief Financial Officer. Florida Statute 280.16(1)(d) requires a report of all public deposits must be submitted to the Chief Financial Officer annually by November 30. Therefore, the report for fiscal year 2021 was due by November 30, 2021. The actual report was not submitted until May 31,2022.				The Village's Interim Finance Director has prepared a list of Financial Reports and Submissions Requirements which includes the Report name, method of submission and due dates. The Village Manager and Village Clerk were provided this schedule. Therefore, if the Finance Director position is vacant or is not aware of certain reporting requirements, the Manager and Clerk will be aware of the deadlines for reporting.

Type	#	Finding	Criteria	Condition	Cause	Effect	Recommendation	View of Responsible Official and Planned Corrective Action
Mgmt Letter	2021-02	Expenditures in excess of the final approved budget		During the audit, we noted that the Village had expenditures in excess of its final approved budget in two funds; the building fund and the driving range fund. Florida Statute Chapter 166.241 (2) prohibits such excess expenditures.	The Village hired a new Finance Director on October 17, 2022. The new director prepared the year-end budget amendment due within sixty days of the fiscal year-end close on September 30, 2022. The building fund had excess expenditures totaling $946. This was due to a correcting entry of expenditures performed after the budget amendment was prepared. The driving range fund had excess expenditures totaling $21,039. The driving range fund was established during the fiscal year. With no historical data, budget amounts were estimated for the driving range.	The Village had expenditures in excess of its final approved budget in two funds; the building fund and the driving range fund. Florida Statute Chapter 166.241 (2) prohibits such excess expenditures.	We recommend the Village budget its audited carryforward in each fund which will provide a contingency and help to eliminate the potential of an over expenditure. Alternately, expenditures in excess of budget should be monitored and avoided.	At the completion of each annual fiscal year financial audit, the Village will adopt a mid-year budget amendment which will include the audited carryforward in each fund.

Village of Estero, Florida

Annual Comprehensive Financial Report

For the Fiscal Year Ended September 30, 2022

Prepared by the Finance Staff



Village of Estero, Florida

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Village of Estero, Florida
Annual Comprehensive Financial Report
For the Fiscal Year Ended September 30, 2022

Table of Contents

Introductory Section

Letter of Transmittal iii
Governmental Financial Officer's Associate Certificate of Achievement vii
Village Officials viii
Organization Chart ix

Financial Section

Independent Auditors' Report 2
Management's Discussion and Analysis 6

Basic Financial Statements
Government-Wide Financial Statements
Statement of Net Position 17
Statement of Activities 18
Fund Financial Statements
Balance Sheet - Governmental Funds 19
Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position 20
Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds 21
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities 22
Notes to the Financial Statements 24

Required Supplementary Information
Schedule of Revenues, Expenditures and Changes in Fund Balances – Budget to Actual
General Fund 44
Schedule of Revenues, Expenditures and Changes in Fund Balances – Budget to Actual
Building Fee Fund 45
Notes to Required Supplemental Information 46
Schedule of Changes in the Net OPEB Liability and Related Ratios and Notes to the Schedule 47

Individual Fund Financial Schedules
Schedule of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual
Capital Projects Fund 50
Debt Service Fund 51
Nonmajor - Special Revenue Funds 52

Table of Contents (Continued)

Statistical Section

Schedule 1 – Net Position by Component 55
Schedule 2 – Changes in Net Position 56
Schedule 3 – Fund Balances of Governmental Funds 57
Schedule 4 – Changes in Fund Balances of Governmental Funds 58
Schedule 5 – Assessed Value and Estimated Actual Value of Taxable Property 59
Schedule 6 – Property Tax Rates – Direct and Overlapping Governments 60
Schedule 7 – Principal Property Taxpayers 61
Schedule 8 – Property Tax Levies and Collections 62
Schedule 9 – Ratios of Outstanding Debt by Type 63
Schedule 10 – Ratios of General Bonded Debt Outstanding 64
Schedule 11 – Direct and Overlapping Governmental Activities Debt 65
Schedule 12 – Legal Debt Margin Information 66
Schedule 13 – Demographic and Economic Statistics 67
Schedule 14 – Principal Employers 68
Schedule 15 – Full-Time Equivalent Village Government Employees by Function 69
Schedule 16 – Operating Indicators by Function 70
Schedule 17 – Capital Asset Statistics by Function 71

Single Audit Report

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Basic Financial Statements Performed in Accordance with Government Auditing Standards 74
Independent Accountant's Report on Compliance with Section 218.415, Florida Statutes 76
Schedule of Expenditures of Federal Awards 77
Notes to Schedule of Expenditures of Federal Awards 78
Independent Auditor's Report on Compliance for Each Major Federal Awards Program and on Internal Control over Compliance Required by Uniform Guidance 79
Schedule of Findings & Questioned Costs – Federal Award Programs 82

Other Reports

Indpendent Auditor's Report to Management 84
Response to Management Letter 87
Impact Fee Affidavit 88

Introductory Section



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Joanne Ribble
Vice Mayor
District One

Larry Fiesel
District Two

Jon McLain
Mayor
District Three

Lori Fayhee
District Four

Rafael Lopez
District Five

Jim Ward
District Six

George Zalucki
District Seven

Steve Sarkozy
Village Manager

Robert M.
Eschenfelder, Esq.
Village Attorney

June 7, 2023

Honorable Mayor, Members of Village Council and Citizens of the Village of Estero
Village of Estero
Estero, Florida

Dear Mayor, Members of Village Council, and Citizens of the Village of Estero:

We are pleased to present to you the Annual Comprehensive Financial Report (ACFR) of the Village of Estero, Florida (Village) for the fiscal year ended September 30, 2022. Chapter 218.39 Florida Statutes requires that a complete set of financial statements be published within nine months of the fiscal year end. This report is published to fulfill that requirement.

Management assumes full responsibility for the completeness and reliability of the information contained in this report, based upon a comprehensive framework of internal control that it has established for this purpose. Because the cost of internal controls should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements will be free from material misstatement.

In addition, the Village maintains budgetary controls. The objective of these controls is to ensure compliance with legal provisions embodied in the annual budget approved by Village Council.

In compliance with the laws of the State of Florida, the Village's financial statements have been independently audited by Tuscan & Company, PA, a firm of licensed certified public accountants. The independent auditor has issued an unmodified ("clean") opinion on the Village's financial statements for the fiscal year ended September 30, 2022. The independent auditor's report is presented as the first component of the financial section of this report.

Management's Discussion and Analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis of the basic financial statements. The MD&A complements this letter of transmittal and should be read in conjunction with it.

Profile of the Government

The Village, incorporated on December 31, 2014, is located in the southwest part of the State in Lee County. The Village currently occupies a land area of 30 square miles and serves a population of 37,842. The Village is empowered to levy a property tax on both real and personal properties located within its boundaries. It also is empowered by State Statute to extend its corporate limits by annexation, which may occur periodically when deemed appropriate by the governing council.

The Village operates under the Village Council-Manager form of government. Policy-making and legislative authority are vested in a governing Council consisting of the mayor, vice-mayor and five Council members, all elected on a non-partisan basis. For the initial elections, the four Council members that received the highest number of votes served four-year terms and the other three Council members served a two-year term. Thereafter, Council members serve four-year staggered terms, with three or four Council members elected every two years. The mayor, vice-mayor and five Council members are elected-at-large from seven districts. The mayor and vice-mayor are elected by a majority vote of the Council members and serve for a two-year term. The governing Council is responsible, among other things, for passing ordinances, adopting the budget, appointing committees, and hiring both the Village Manager and Attorney. The Village Manager is responsible for carrying out the policies and ordinances of the governing Council, for overseeing the day-to-day operations of the Village, and for appointing the heads of the various departments.

The Village provides the following services: streets and roads, community development, code enforcement, and general and administrative services. The Village uses the "government lite" concept of outsourcing Village services to minimize expenditures and provide exemplary services to the community.

Relevant Financial Policies

Budgetary control is established by Section 8 of the Village Charter which requires the adoption of an annual budget and supplemental amendments to increase, decrease or transfer funds within the annual budget framework. Budgetary control throughout the fiscal year is maintained through monitoring estimated purchase amounts. Budgeted amount for goods or services not received by fiscal year- end lapse and must be re-budgeted in the following year.

The Council is required to adopt a final budget by no later than the close of the fiscal year. The annual budget serves as the foundation for the Village's financial planning and control. The budget is prepared by fund, function (e.g., public safety) and department (e.g., community development).

The Village has an investment policy in place which places a priority on the safety of principal and liquidity.

The Village does not issue debt (long or short term) to finance operational costs. The Village does not have a maximum debt limit. Debt terms are matched with the life of the asset being financed. All debt service requirements are fully funded and paid each year. In the lone case of debt for the purchase of land any sale of all or a portion of the land has all proceeds dedicated to retiring a portion of that debt.

Economic condition and outlook

The continued construction of residential, multi-family and commercial property resulted in a 10.3% increase in taxable property values over the prior year. The median home value is projected to increase 10% over the next five years (Lee County Economic Development-Community Profile). The Village has benefitted by the construction of a new 150,000 square foot medical clinic developed by the Lee Health Medical System. In addition, Estero is the epicenter of new residential development with over 15,000 single family homes recently permitted and in various stages of construction on our outskirts. The entirety of this new construction views Estero as their home community. These new facilities are anticipated to provide significant employment opportunities as well as economic support for existing residential, commercial and retail properties. As a result, the Village's taxable property values are predicted to increase for the next few fiscal years; however, growth may slow as the Village nears build-out of vacant land.

The Village received approximately $16.9 million from the Coronavirus State and Local Fiscal Recovery Funds, a part of the American Rescue Plan Act (ARPA) during fiscal year 2022. These funds

are to be utilized for infrastructure, water quality and capital improvement initiatives within the Village. Funds must be obligated by December 31, 2024, and spent by December 31, 2026.

The national and state economics are key factors in assessing the Village's financial future. Changes in the national, state and local economies can affect both revenues and expenditures due to the impact of tax receipts and the costs of providing Village services. While economic changes at the state and national level can often translate into comparable changes locally, it is important to note that the Village of Estero and the Southwest Florida region often behave differently, showing economic trends and reflecting experience that may lag or precede noticed changes elsewhere.

Long-term financial planning

As a new community, we have had the luxury of establishing a standard protocol for how major spending initiatives are to proceed. In doing so, our protocols or procedures to identify needed community projects are standardized to avoid wide fluctuations in spending and chaotic decision-making.

Specifically, the Village has established a structured approach to identify capital projects. In each of the areas where the Village has functional responsibility for local services a community-wide master planning effort has been conducted to evaluate the current condition of the service being provided, the need for additional public investment and the relative priority of the need. Master Plans have been completed in the following areas:

- Storm Water Master Plan,
- Transportation Master Plan,
- Bike and Pedestrian Master Plan, and
- Parks and Open Space Master Plan.

While each Plan has its own framework and methodology, each was developed with the same general parameters. Each was conducted by an outside consulting firm specializing in the functional area of review. Each included a significant public outreach and specific stakeholder involvement. Each process was entirely transparent with routine postings to our webpage, emails of project updates with current information distributed to various interested parties with postings of all public meetings regarding the project.

Each of the above Master Plans has been completed. As a package, they provide the basis for public policy decision-making. The process is standardized and is embedded as part of the annual budget process.

Based on these studies, the Village has adopted a 5-year Capital Improvement Plan (CIP). The entire plan was first adopted in 2019 and has been reviewed and updated each year as part of the budget process. This five-year capital budget will provide data as to when major cash infusions will be necessary. These infusions may come from the issuance of debt, grants, new revenue sources, impact fees and/or a build-up of fund balance.

In addition, each capital expenditure is accompanied by an appropriate allocation for the annual maintenance of the project being built. The policy direction is to maintain all of our capital investments at the highest level to reflect the quality of our community.

Awards and Acknowledgements

The Government Financial Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Village of Estero for fiscal year ended September 30, 2022. The Village has achieved this prestigious award each fiscal year since inception. In order to be awarded a Certificate of Achievement, the Village must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current Annual Comprehensive Financial Report will meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for this certificate.

The preparation of this Annual Comprehensive Financial Report would not have been possible without the efficient and dedicated service of the Finance staff. Their continuing effort toward improving the accounting and financial reporting systems advances the quality of information reported to the Village Council, State and Federal Agencies and the citizens of the Village of Estero. Also, special thanks should be expressed to the Village Clerk/Executive Assistant for her support. We sincerely appreciate and commend them for their contributions.

Appreciation is also extended to our external auditors, Tuscan & Company, PA, for their assistance and to the Mayor and Village Council members for their unfailing support for maintaining the highest standards of professionalism in the management of the Village of Estero finances.

Respectfully submitted,



Steven R. Sarkozy
Village Manager

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Village of Estero
Florida

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2021

Christopher P. Morrill

Executive Director/CEO

Village of Estero, Florida

VILLAGE OFFICIALS

As of September 30, 2022



Mayor Katy Errington, District 4

Vice-Mayor Jon McLain, District 3

Village Council

Joanne Ribble, District 1

Larry Fiesel, District 2

Jim Boesch, District 5

Jim Ward, District 6

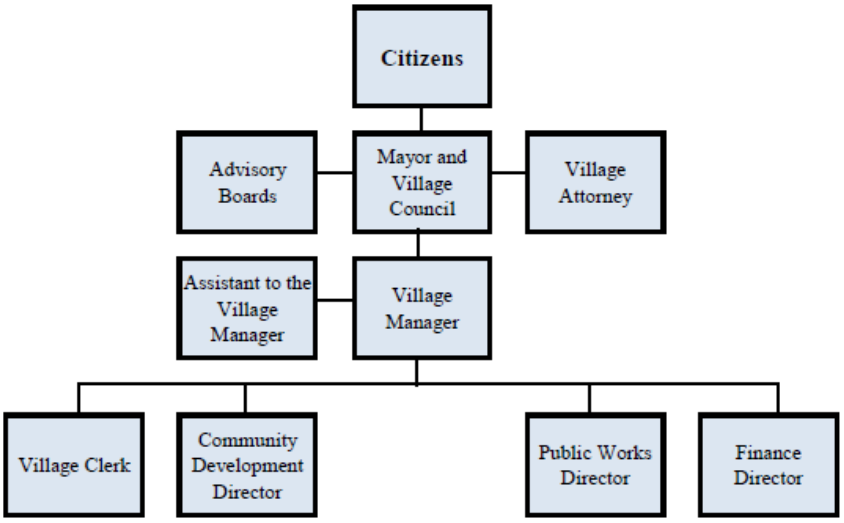
Jim Wilson, District 7

Village Administration

Steven R. Sarkozy, Village Manager
Robert D. Pritt, Interim Village Attorney
Carol Sacco, Village Clerk

Village of Estero, Florida

Organizational Chart



Financial Section

TUSCAN
& Company, PA
Certified Public Accountants & Consultants

Affiliations
Florida Institute of Certified Public Accountants
American Institute of Certified Public Accountants
Private Companies Practice Section
Tax Division

INDEPENDENT AUDITOR'S REPORT

Village Council
Village of Estero
9401 Corkscrew Palms Circle
Estero , Florida 33928

Opinions
We have audited the accompanying financial statements of the governmental activities, each major fund and the non-major fund of Village of Estero (the "Village") as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements as listed in the table of contents.

Summary of Opinions

Opinion Unit	Type of Opinion
Governmental Activities	Unmodified
General Fund	Unmodified
Building Fee Fund	Unmodified
Capital Projects Fund	Unmodified
Debt Service Fund	Unmodified
Driving Range Fund*	Unmodified

*non-major special revenue fund

In our opinion, based on our audit, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund and the non-major fund of Village of Estero as of September 30, 2022, and the respective changes in financial position, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Matter of Emphasis
During the year ended September 30, 2022, the Village implemented GASB Statement No. 87 "Leases" as further described in NOTE 1. The prior year net position was required to be restated.

Basis for Opinions
We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Village, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

INTEGRITY ..... SERVICE ..... EXPERIENCE
12621 World Plaza Lane, Building 55 • Fort Myers, FL 33907 • Phone: (239) 333-2090 • Fax: (239) 333-2097

Village Council
Village of Estero

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Matters
Required Supplementary Information
Accounting principles generally accepted in the United States of America require that the management's discussion and analysis (MD&A) on pages 6-15, budgetary comparison for the general fund and building fee fund on pages 44-45, notes to required supplementary information on page 46, and schedule of changes in the net OPEB liability and related ratios GASB 75 and notes to the schedule on page 47, as listed in the table of

contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information - management's discussion and analysis (MD&A) on pages 6-15, budgetary comparison for the general fund and building fee fund on pages 44-45, notes to required supplementary information on page 46, and schedule of changes in the net OPEB liability and related ratios GASB 75 and related notes to the schedule on page 47, as listed in the table of contents, in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the required supplementary information - management's discussion and analysis (MD&A) on pages 5-14, budgetary comparison for the general fund and building fee fund on pages 44-45, notes to required supplementary information on page 46, and schedule of changes in the net OPEB liability and related ratios GASB 75 and related notes to the schedule on page 47, as listed in the table of contents, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Required Supplementary Information
Our audit was conducted for the purpose of forming an opinion on the financial statements of Village of Estero that collectively comprise the Village's basic financial statements. The accompanying Schedule of Expenditures of Federal Awards - year ended September 30, 2022 and related notes thereto as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the accompanying Schedule of Expenditures of Federal Awards and related notes thereto for the year ended September 30, 2022 is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information
Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village's basic financial statements. The introductory section, individual fund financial schedules and statistical section as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The individual fund financial schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the individual fund financial schedules are fairly

stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Village's basic financial statements. The Management's Response to Independent Auditor's Report to Management on page 80 is not a required part of the basic financial statements but is required by Government Auditing Standards. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by Section 218.415, Florida Statutes

In accordance with Section 218.415, Florida Statutes, we have also issued a report dated June 7, 2023, on our consideration of the Village of Estero's compliance with provisions of Section 218.415, Florida Statutes. The purpose of that report is to describe the scope of our testing of compliance and the results of that testing, and to provide an opinion on compliance with the aforementioned Statute. That report is an integral part of an audit performed in accordance with Sections 218.39 and 218.415, Florida Statutes in considering the Village of Estero's compliance with Section 218.415, Florida Statutes.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated June 7, 2023, on our consideration of the Village of Estero's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contract and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Village of Estero's internal control over financial reporting and compliance.

Tuscan & Company, P.A.

TUSCAN & COMPANY, P.A.
Fort Myers, Florida
June 7, 2023

Management's Discussion and Analysis

As management of the Village of Estero, Florida (the Village), we offer readers of the financial statements this narrative overview and analysis of the Village's financial activities for the fiscal year ended September 30, 2022. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which precedes the Management's Discussion and Analysis.

Financial Highlights

- At the close of fiscal year ended September 30, 2022, the Village's assets exceeded its liabilities, resulting in net position of $110,552,787, all of which is related to governmental activities. Of this amount, $32,200,634 represents unrestricted net position, which may be used to meet the government's ongoing obligations to citizens and creditors.
- Total net position of the Village's governmental activities increased $27,392,184, or 33%.
- Total general and program revenues were $36,460,154 and increased by $18,184,256.
- Total expenses were $9,067,970 and decreased by $946,966.
- The fund balance of the governmental funds decreased by ($8,034,496).
- The governmental funds reported total ending fund balance of $33,347,560 as of September 30, 2022 of which $13,236,213 was restricted, $14,625 was non-spendable, $3,840,100 was committed, $123,261 was assigned and $16,133,361 was unassigned.
- At the end of the current fiscal year, unrestricted fund balance (the total of the committed, assigned, and unassigned components of fund balance) for the general fund was 129.3% of total General Fund expenditures and 97.7% of total General Fund revenue.
- The Village's total long-term debt had a net decrease of $17,091,587.

Overview of the Financial Statements

The discussion and analysis provided here are intended to serve as an introduction to the Village's basic financial statements. The basic financial statements consist of three components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the financial statements. The report also includes supplementary information intended to provide further additional detail to support the basic financial statements themselves.

Government-wide Financial Statements. The government-wide financial statements are designed to provide readers with a broad overview of the Village's finances, in a manner similar to a private sector business.

The *Statement of Net Position* presents information that includes all of the Village's assets, liabilities, and deferred inflows/outflows of resources with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Village is improving or deteriorating. Evaluation of the overall economic health of the Village would extend to other nonfinancial factors such as diversification of the taxpayer base or the condition of the Village's infrastructure in addition to the financial information provided in this report.

The *Statement of Activities* presents information showing how the Village's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus revenues and expenses are reported for some items that will only result in cash flows in future periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the Village that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities include general government, public safety, physical environment, transportation and human services. The Village does not currently have any business-type activities.

The government-wide financial statements can be found on pages 17-18 of this report.

Fund Financial Statements. A fund is a group of related accounts that are used to maintain control over resources segregated for specific activities or objectives. The Village, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related laws and regulations. All of the funds of the Village are governmental funds.

Governmental Funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in assessing a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide reconciliations to facilitate this comparison between governmental funds and governmental activities.

The Village has five (5) governmental funds, the General Fund, Building Fee Fund (Special Revenue), Driving Range Fund (Special Revenue), Capital Projects Fund and the Debt Service Fund. All of which are classified as major funds, except for the Driving Range Fund.

The basic governmental fund financial statements can be found on pages 19-22 of this report.

Notes to the Financial Statements. The notes provide additional information that is necessary to acquire a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements begin immediately following the basic financial statements.

Other Information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information.

Government-wide Overall Financial Analysis

As noted earlier, overtime net position may serve as a useful indicator of a government's financial position. In the case of the Village, assets exceeded liabilities by $110,552,787 at the close as of September 30, 2022.

Village of Estero, Florida
Summary of Net Position

	Governmental Activities	
	2022	2021*
Assets:		
Current and other assets	$ 48,077,981	$ 42,914,915
Capital assets	65,121,554	59,061,468
Total assets	113,199,535	101,976,383
Liabilities:		
Other liabilities	2,382,417	1,727,178
Long-term liabilities	264,331	16,952,758
Total liabilities	2,646,748	18,679,936
Net position:		
Investment in capital assets	64,858,901	41,861,098
Restricted	13,236,213	11,753,713
Unrestricted	32,457,673	29,681,636
Total net position	$ 110,552,787	$ 83,296,447

*Fiscal year 2021 balances are not restated

The largest portion of net position $64,858,901 (58.7%) reflects investment in capital assets (e.g., land, buildings, improvements, machinery and equipment, furniture, and infrastructure), less any related debt to acquire those assets that are still outstanding. The Village uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending.

The restricted net position amount of $13,236,213 (12.0% of total net position) represents assets that are subject to external restrictions on how they are used. The remaining balance of unrestricted net position ($32,457,673; 29.3% of total net position), may be used to meet the government's ongoing obligations to citizens and creditors.

At fiscal year ended September 2022, the Village is able to report positive balances in all three categories of net position. The same situation held true for the prior fiscal year.

Governmental Activities. The governmental activities increased the Village's total assets by $11,223,152 decreased the Village's total liabilities by $16,033,188 and increased the total net position by $27,256,340 without consideration of restatement. The increase in net position resulting from governmental activities is 32.7% in comparison to prior fiscal year. The increase in the governmental activities' net investment in capital assets is $22,997,803, or 54.9%, in comparison to the prior fiscal year. The increase in net position is primarily the result of revenues exceeding operating expenses. Also, we experienced lower than expected capital projects expenses as the timeline for several capital projects was extended due to a longer than expected planning and design phase.

The following schedule compares the key elements of the changes in net position for the primary government for the fiscal years ended September 30, 2022 and 2021:

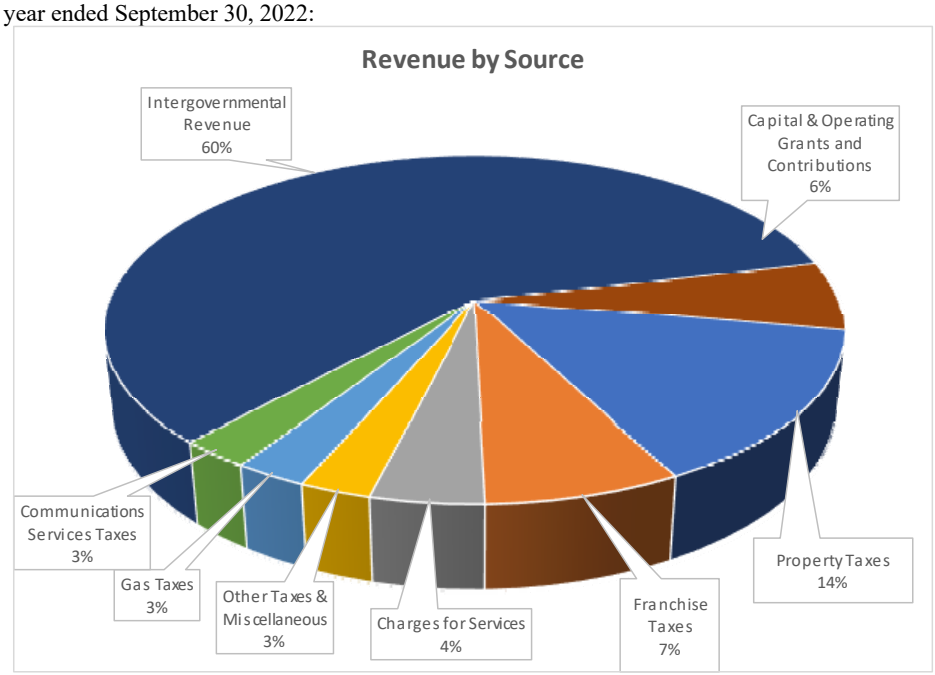
Village of Estero, Florida
Changes in Net Position

	Governmental Activities	
	2022**	2021*
Revenues:		
Program Revenues:		
Charges for services	$ 1,555,179	$ 1,262,362
Operating grants and contributions	155,768	723,146
Capital grants and contributions	2,175,135	732,890
General Revenues:		
Property taxes, levied for general purposes	5,280,762	5,109,211
Gas taxes	982,493	932,098
Franchise taxes	2,670,762	2,319,395
Communications services taxes	972,497	869,653
Other taxes	20,997	20,919
Intergovernmental revenue	21,696,901	6,190,304
Investment earnings	69,708	8,284
Miscellaneous	879,952	107,636
Total revenues	36,460,154	18,275,898
Expenses:		
General government	3,198,109	3,782,713
Public safety	1,324,224	1,298,406
Physical environment	363,253	1,625,322
Transportation	3,513,673	2,494,198
Human services	41,972	49,523
Culture and recreation	147,500	72,756
Interest and fiscal charges	479,239	692,018
Total expenses	9,067,970	10,014,936
Increase in net position	27,392,184	8,260,962
Net position - beginning, as restated	83,160,603	75,035,485
Net position - ending	$ 110,552,787	$ 83,296,447

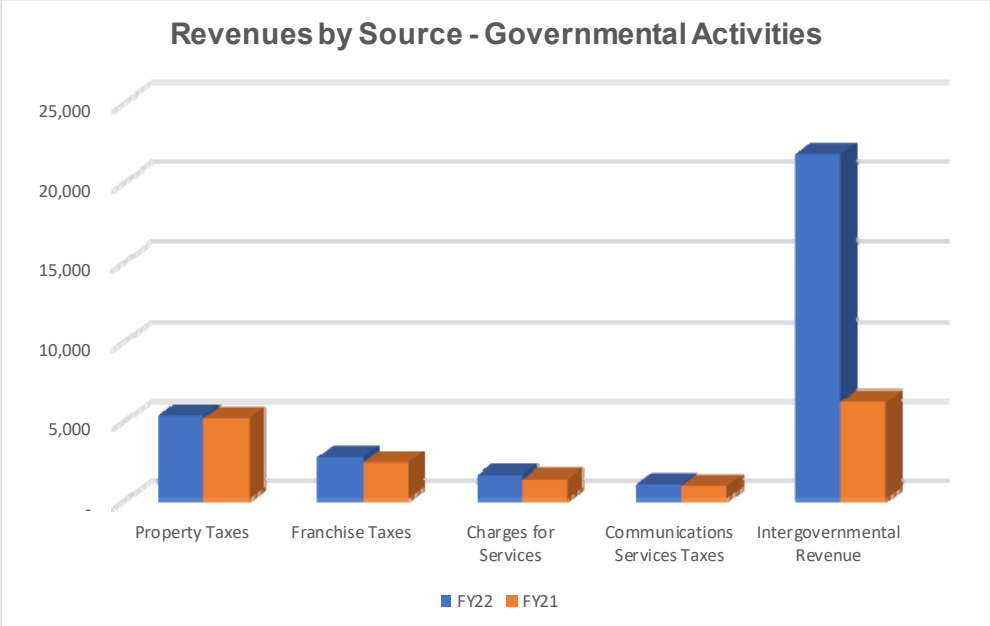
*Fiscal year 2021 balances are not restated

**Fiscal year 2022 beginning net posititon is restated due to the implementation of GASB Statement No. 87.

The following is a chart of revenues by source for governmental activities with percent of total revenues for fiscal year ended September 30, 2022:



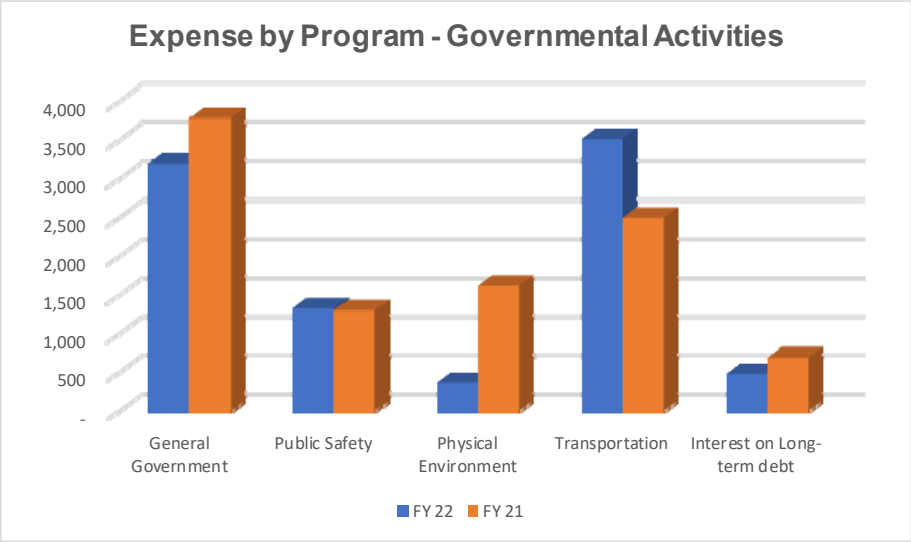
The following chart shows the significant revenues by source for governmental activities for fiscal year ended September 30, 2022 and 2021.



Revenues:

- *Property Taxes* increased in the current fiscal year due to a rise in the assessed valuation of real property within the Village.
- *Franchise Taxes* rose in the current fiscal year due to an increase in fees received from Florida Power & Light Company (FPL).
- *Intergovernmental revenues* were up significantly in the current year as the Village received Coronavirus SLFRF (State and Local Fiscal Recovery Funds) funding, a part of the American Rescue Plan Act

The following is a chart of significant expenses by program for governmental activities for fiscal year ended September 30, 2022 and 2021.



Expenses:

- *General government* expenses decreased $584,604, 15.5%, primarily related to a decrease in legal fees related to a prior year comprehensive plan legal challenge. Also, the Village incurred one-time CARES (Coronavirus Aid, Relief & Economic Security) related expenses in the prior year related to the COVID-19 outbreak.
- *Physical environment* expenses decreased $1,262,069, 77.7%, as a result of decreased storm water maintenance and master plans that were completed in the prior year.
- *Transportation* increased $1,019,475, 40.9%, as a result of landscaping expenses related to roadway projects that were completed in the past two fiscal years and increased roadway expenses.

Financial Analysis of the Village's Governmental Funds

Governmental Funds. The focus of the Village's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Village's financial requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for discretionary use as they represent the portion of fund balance which has not yet been limited to use for a particular purpose by either an external party, the Village itself, or a group or individual that has been delegated authority to assign resources for use for particular purchase by the Village.

Financial Analysis of the Village's Governmental Funds (continued)

Governmental funds reported an ending fund balance of $33,347,560. $16,133,361 is unassigned fund balance which is available for spending at the Village's discretion, $13,236,213 is legally restricted as to use, $14,625 in non-spendable deposits, $3,840,100 was committed and $123,261 was assigned.

The total ending fund balance of governmental funds reflects the decrease of $8,034,496. This decrease is due to expenditures net of capital projects, debt proceeds and debt service payments exceeding revenues.

Major Governmental Funds

General Fund-The fund balance of the general fund had a net decrease of $4,335,791. Revenues of $20,435,217 exceeded expenditures of $4,992,536 which resulted in an excess of revenues over expenditures of $15,442,681. Additionally, $19,778,472 was transferred to the Capital Projects and Debt Service Funds.

Building Fee Fund-The fund balance of the building fee activity had a net decrease of $171,730 as expenditures of $1,323,576 exceeded the revenues of $1,151,846. In the current fiscal year, permit activity and related revenue for new construction was higher when compared to the prior year. The fund balance will be carried forward to provide funding for future inspections and investment in new software. The building fee funds are restricted for use on building code compliance.

Capital Projects Fund-The fund balance of the capital projects had a net increase of $1,654,230 as revenues of $2,604,574 and the transfers in from the general fund of $3,019,155 were greater than the sum of the expenditures of $3,969,499.

Debt Service Fund-The fund balance had a net decrease of $5,304,466 as transfers in from the General Fund for debt service of $12,359,317 plus investment earnings of $934 were exceeded by the expenditures of $17,664,717. The Debt was repaid in full in June of 2022 as part of the Villages debt reduction strategy.

General Fund Budgetary Highlights

Final budget compared to Actual Results. The most significant differences between final budget and actual revenues are as follows:

Revenue source	Final budget	Actual revenues	Difference
Intergovernmental revenues	$ 12,396,880	$ 9,598,233	$ (2,798,647)

- *Intergovernmental Revenues* did not meet budget expectations due to the deferral of ARPA Funds received but not appropriated to specific projects.

The most significant differences between final budget and actual expenditures are as follows:

Expenditures	Final budget	Actual expenditures	Difference
General government	$ 3,951,614	$ 3,009,102	$ 942,512
Physical environment	$ 771,000	$ 133,167	$ 637,833

- *General government* services in the current fiscal year were less than budget primarily as the result of several budgeted positions remaining vacant throughout the fiscal year.
- *Physical environment* actual costs were less than budgeted primarily due to low storm water maintenance expenses during the fiscal year.

Original Budget Compared to Final Budget-General Fund.

The most significant differences from the original budget as compared to the final general fund budget are Intergovernmental revenues and Transfers out. Intergovernmental revenues increased $8.5 million due to receipt of the ARPA funds. The Transfers out budget increased $20 million due to the purchase of the driving range and the repayment of $12 million of outstanding debt.

Capital Assets and Debt Administration

Capital Assets. Non-depreciable capital assets can include land, artwork, and construction in progress. Depreciable assets can include buildings, improvements other than buildings, machinery and equipment, and infrastructure. The following is a schedule of the Village's capital assets as of September 30, 2022 and 2021:

Village of Estero, Florida
Capital Assets

	Governmental Activities	
	2022	2021
Land	$ 33,063,072	$ 28,092,646
Buildings and building improvements	1,521,436	1,067,086
Machinery and equipment	158,285	158,285
Infrastructure	37,137,938	27,381,018
Intangible right to use	951,818	-
Construction in progress	3,654,646	10,890,386
Total capital assets	76,487,195	67,589,421
Accumulated depreciation	(11,365,641)	(8,527,953)
Total capital assets, net	$ 65,121,554	$ 59,061,468

Additional information on the Village's capital assets can be found in Note 5 on page 34.

Debt Administration

As of September 30, 2022 and 2021, $257,039 and $16,919,830 were outstanding, respectively. Additional information on the Village's long-term debt can be found in Note 6 on page 35.

Village of Estero, Florida
Outstanding Debt

	Governmental Activities	
	2022	2021
Loan payable - direct borrowing	$ -	$ 16,919,830
Lease payable	257,039	-
	$ 257,039	$ 16,919,830

Economic Factors and Next Year's Budget Rates

The following were factors considered when next year's budget was prepared:

- The Village had the Parks and Recreation Master Plan completed. The Estero Community Park Expansion will begin next fiscal year.
- The Village has funded a project on Corkscrew Road that will have path, landscaping, and street lighting improvements which will begin next year.
- The Village will improve River Ranch Road. This project includes drainage, roadway and Bike and Pedestrian improvements.
- Bicycle and Pedestrian improvements are scheduled to begin Williams Road for the Sandy Lane and Broadway in FY2022-23.
- The Village continues the improvements in stormwater and drainage issues which exist around the Village. Current projects include the Villages of Country Creek Bypass Swale, Dry Creek Bed Sediment Removal, Estero River Sediment Removal and Trailside Drainage Improvements.
- The Village is committed to the "government-light" concept and has budgeted to continue using consultants or interlocal agreements for legal representation, permit issuance, planning and development review, law enforcement, physical environment, and transportation expenditures.
- In FY2022-23 The Village received funding from the American Rescue Plan Act of 2021 of $16.9 million to assist with the recovery and fund future infrastructure projects.

Request for information

This financial report is designed to provide the reader an overview of the Village. Questions regarding any information provided in this report should be directed to: Village of Estero, Finance Department, 9401 Corkscrew Palms Circle, Estero, Florida, 33928, phone (239) 221-5035.

Basic Financial Statements

Village of Estero, Florida
Statement of Net Position
September 30, 2022

	Governmental Activities
ASSETS	
Cash and cash equivalents	$ 34,684,261
Restricted - cash and cash equivalents	12,440,597
Investments	24,925
Receivables (net)	316,306
Due from other governments	503,699
Prepaids	93,568
Deposits	14,625
Capital assets:	
Non-depreciable	36,717,718
Depreciable (net)	28,403,836
Total assets	113,199,535
LIABILITIES	
Accounts payable	1,271,801
Accrued liabilities	365,718
Due to other governments	558,737
Customer deposits	186,161
Long-term liabilities:	
Due within one year	179,721
Due in more than one year	77,318
Total OPEB Liability	7,292
Total liabilities	2,646,748
NET POSITION	
Net investment in capital assets	64,858,901
Restricted for:	
Culture and recreation capital improvements	937,462
Highways and streets capital improvements	11,636,496
Parks and public land acquisition	143,343
Building code compliance	518,912
Unrestricted	32,457,673
Total net position	$ 110,552,787

The notes to the financial statements are an integral part of this statement.

Village of Estero, Florida
Statement of Activities
For the Year Ended September 30, 2022

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Total Governmental Activities
Primary government:					
Governmental activities:					
General government	$ 3,198,109	$ 389,657	$ -	$ -	$ (2,808,452)
Public safety	1,324,224	1,152,376	(42,034)	-	(213,882)
Physical environment	363,253	-	-	-	(363,253)
Transportation	3,513,673	-	197,802	1,912,453	(1,403,418)
Human services	41,972	-	-	-	(41,972)
Culture and recreation	147,500	13,146	-	262,682	128,328
Interest and fiscal charges	479,239	-	-	-	(479,239)
Total governmental activities	$ 9,067,970	$ 1,555,179	$ 155,768	$ 2,175,135	$ (5,181,888)

General revenues:	
Taxes:	
Property, levied for general purposes	$ 5,280,762
Gas	982,493
Franchise	2,670,762
Communications services	972,497
Local business	20,997
Intergovernmental revenues	21,696,901
Investment earnings	69,708
Miscellaneous	879,952
Total general revenues	32,574,072
Change in net position	27,392,184
Net position - beginning, as restated	83,160,603
Net position - ending	$ 110,552,787

The notes to the financial statements are an integral part of this statement.

Village of Estero, Florida
Balance Sheet
Governmental Funds
September 30, 2022

	General	Special Revenue Building Fee	Capital Projects	Debt Service	Nonmajor Governmental Fund	Total Governmental Funds
ASSETS						
Cash and cash equivalents	$21,116,489	$ 738,961	$ 12,682,530	$ -	$ 146,281	$34,684,261
Restricted - cash and cash equivalents	12,440,597	-	-	-	-	12,440,597
Investments	17,600	-	7,325	-	-	24,925
Receivables (net)	298,530	1,121	16,469	-	186	316,306
Due from other governments	439,553	-	64,146	-	-	503,699
Deposits	14,625	-	-	-	-	14,625
Total assets	$34,327,394	$ 740,082	$ 12,770,470	$ -	$ 146,467	$47,984,413
LIABILITIES AND DEFERRED INFLOWS OF RESOURCES						
Liabilities:						
Accounts payable	$ 983,048	$ 212,378	$ 53,169	$ -	$ 23,206	$ 1,271,801
Accrued liabilities	365,718	-	-	-	-	365,718
Due to other governments	549,945	8,792	-	-	-	558,737
Customer deposits	186,161	-	-	-	-	186,161
Total liabilities	2,084,872	221,170	53,169	-	23,206	2,382,417
Deferred Inflows of Resources:						
Unearned revenues	12,254,436	-	-	-	-	12,254,436
Total deferred inflows of resources	12,254,436	-	-	-	-	12,254,436
Fund balances:						
Nonspendable	14,625	-	-	-	-	14,625
Restricted for:						
Culture and recreation capital improvements	-	-	937,462	-	-	937,462
Highways and streets capital improvements	-	-	11,636,496	-	-	11,636,496
Parks and public land acquisition	-	-	143,343	-	-	143,343
Building code compliance	-	518,912	-	-	-	518,912
Committed to reserves	3,840,100	-	-	-	-	3,840,100
Assigned for driving range	-	-	-	-	123,261	123,261
Unassigned	16,133,361	-	-	-	-	16,133,361
Total fund balances	19,988,086	518,912	12,717,301	-	123,261	33,347,560
Total liabilities, deferred inflows of resources, and fund balances	$34,327,394	$ 740,082	$ 12,770,470	$ -	$ 146,467	$47,984,413

The notes to the financial statements are an integral part of this statement.

Village of Estero, Florida

Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position

September 30, 2022

Amounts reported for governmental activities in the statement of net position are different because:

Fund balances - total governmental funds		$ 33,347,560
Prepaid expenditures for insurance and similar services extending over more than one accounting period are not allocated between or among accounting periods, but are accounted for as expenditures of the period of acquisition in the governmental funds		93,568
Amounts received from other governments are not earned in the current period as they have not been appropriated to a specific project and are reported as unearned revenues in the funds		12,254,436
Capital assets used in governmental activities are not financial		
Non-depreciable capital assets	36,717,718	
Depreciable capital assets	39,769,477	
Less accumulated depreciation	(11,365,641)	65,121,554
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the governmental funds		
Operating lease liability, due within one year	(179,721)	
Operating lease liability, due in more than one year	(77,318)	
Total other postemployment benefit (OPEB) liability	(7,292)	(264,331)
Net position of governmental activities		$ 110,552,787

The notes to the financial statements are an integral part of this statement.

Village of Estero, Florida

Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds

For the Year Ended September 30, 2022

	General	Special Revenue Building Fee	Capital Projects	Debt Service	Nonmajor Governmental Fund	Total Governmental Funds
REVENUES						
Taxes						
Property	$ 5,280,762	$ -	$ -	$ -	$ -	$ 5,280,762
Gas	571,663	-	410,830	-	-	982,493
Franchise	2,670,762	-	-	-	-	2,670,762
Communications services	972,497	-	-	-	-	972,497
Local business	20,997	-	-	-	-	20,997
Licenses, permits and assessments	1,450	1,150,596	-	-	-	1,152,046
Impact fees	-	-	1,977,097	-	-	1,977,097
Intergovernmental revenues	9,598,233	-	144,343	-	-	9,742,576
Charges for services	389,657	-	-	-	13,146	402,803
Fines and forfeitures	330	-	-	-	-	330
Investment earnings	48,722	1,250	18,609	934	193	69,708
Contributions from private sources	-	-	53,695	-	-	53,695
Other income	880,144	-	-	-	(192)	879,952
Total revenues	20,435,217	1,151,846	2,604,574	934	13,147	24,205,718
EXPENDITURES						
Current						
General government	3,009,102	-	-	-	-	3,009,102
Public safety	166,096	1,149,845	-	-	-	1,315,941
Physical environment	133,167	-	226,205	-	-	359,372
Transportation	1,408,458	-	159,361	-	-	1,567,819
Human services	41,972	-	-	-	-	41,972
Culture and recreation	77,967	-	-	-	69,688	147,655
Capital outlay	-	141,825	3,583,933	-	4,220,198	7,945,956
Debt service						
Principal retirement	142,558	29,199	-	16,919,830	-	17,091,587
Interest	13,216	2,707	-	744,887	-	760,810
Total expenditures	4,992,536	1,323,576	3,969,499	17,664,717	4,289,886	32,240,214
Excess (deficiency) of revenues over expenditures	15,442,681	(171,730)	(1,364,925)	(17,663,783)	(4,276,739)	(8,034,496)
OTHER FINANCING SOURCES (USES)						
Transfers in	-	-	3,019,155	12,359,317	4,400,000	19,778,472
Transfers out	(19,778,472)	-	-	-	-	(19,778,472)
Total other financing sources (uses)	(19,778,472)	-	3,019,155	12,359,317	4,400,000	-
Net change in fund balances	(4,335,791)	(171,730)	1,654,230	(5,304,466)	123,261	(8,034,496)
Fund balances - beginning	24,323,877	690,642	11,063,071	5,304,466	-	41,382,056
Fund balances - ending	$ 19,988,086	$ 518,912	$ 12,717,301	$ -	$ 123,261	$ 33,347,560

The notes to the financial statements are an integral part of this statement.

Village of Estero, Florida

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities

September 30, 2022

Amounts reported for governmental activities in the statement of activities are different because:		
Net change in fund balances - total governmental funds		$ (8,034,496)
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of these assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which expenditures for capital assets exceeded depreciation in the current period.		
Expenditures for capital assets	7,945,956	
Depreciation	(2,178,822)	5,767,134
The repayment of the principal of long-term debt consumes the current financial resources of the governmental funds but issuing debt increases long-term liabilities in the statement of net position. Repayments on bond principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.		
Principal retirement		17,091,587
Other postemployment benefit (OPEB) expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. Change in OPEB Liability.		25,636
Expenditures for insurance and similar services extending over more than one accounting period are not allocated between or among accounting periods in the governmental funds, but are accounted for as expenditures of the period of acquisition. This amount represents the increase in prepaids at September 30, 2022 from September 30, 2021.		6,316
Revenues in the statement of revenues, expenditures and changes in fund balances reported in the statement of activities. This item represents the change caused by the "available" revenue recognition criteria.		12,254,436
Interest on long-term debt in the statement of activities differs from the amount reported in the governmental funds because interest is recognized as an expenditure in the funds when it is due, and thus requires the use of current financial resources. In the statement of activities, however, interest expense is recognized as the interest accrues, regardless of when it is due. This amount represents the decrease in accrued interest at September 30, 2022 from September 30, 2021.		281,571
Change in net position of governmental activities		$ 27,392,184

The notes to the financial statements are an integral part of this statement.

Note 1	Summary of Significant Accounting Policies	24
Note 2	Cash	31
Note 3	Investments	31
Note 4	Receivables, Prepaids, and Accrued Liabilities	33
Note 5	Capital Assets	34
Note 6	Long-term Debt	35
Note 7	Other Postemployment Benefits (OPEB)	35
Note 8	Retirement Plans	38
Note 9	Interfund Transfers	39
Note 10	Risk Management	39
Note 11	Operating Leases	40
Note 12	Stewardship, Compliance and Accountability	40
Note 13	Commitments and Contingencies	41
Note 14	Subsequent Events	41

Note 1 - Summary of Significant Accounting Policies

Introduction

The accounting and reporting framework and the more significant accounting principles and practices of the Village of Estero, Florida ("Village") are discussed in subsequent sections of this note. The remainder of the notes are organized to provide explanations, including required disclosures, of the Village's financial activities for the fiscal year ended September 30, 2022.

Reporting Entity

The Village was incorporated on December 31, 2014, pursuant to House Bill 1373 and amended on June 30, 2015 by House Bill 983. The Village operates under a Village Council-Manager form of government and consists of seven districts, each represented by an elected council member with each member elected-at-large. The Village Manager is hired by a majority vote of the Council. As of September 30, 2022, the Village of Estero has provided the following services to the Village residents: public works, streets and roads, building permit services, planning and zoning, code enforcement and general and administrative services.

The Village of Estero uses the "government lite" concept of outsourcing Village services to minimize expenditures and provide exemplary services to the community.

Governmental Accounting Standards Board (GASB) Statement No. 14, *Financial Reporting Entity* as amended requires the financial statements of the Village (the primary government) to include its component units, if any. A component unit is a legally separate organization for which the elected officials of the primary government are financially accountable. Blended component units, although legally separate entities are, in substance, part of the government's operations and so the data from these units are combined with data of the primary government. Based on the criteria established in GASB Statement No. 14 as amended, there are no component units required to be included or included in the Village's financial statements.

(a) Government-wide and Fund Financial Statements

The government-wide financial statements include the statement of net position and the statement of activities. These statements report financial information for the Village as a whole. The primary government and component units are presented separately within the financial statements with the focus on the primary government. Individual funds are not displayed, but the statements distinguish governmental activities, generally supported by taxes and Village general revenues, from business-type activities, generally financed in whole or in part with fees charged to external customers. The Village does not currently have any business-type activities or component units.

Note 1 - Summary of Significant Accounting Policies (Continued)

(a) Government-wide and Fund Financial Statements (continued)

The statement of activities reports the expenses of a given function offset by program revenues directly connected with the functional program. A function is an assembly of similar activities and may include portions of a fund or summarize more than one fund to capture the expenses and program revenues associated with a distinct functional activity.

Fund financial statements are provided for governmental funds. Major individual governmental funds are reported in separate columns with composite columns for non-major funds, if applicable.

(b) Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide statements are reported using the economic resources measurement focus and the accrual basis of accounting. This generally includes the reclassification or elimination of internal activity (between or within funds). Reimbursements are reported as reductions to expenses. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Property tax revenues are recognized in the year for which they are levied, while grants are recognized when grantor eligibility requirements are met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Village considers revenues to be available if they are collected within sixty days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, sales and franchise taxes, intergovernmental revenues, charges for services, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period, if available. All other revenue items are considered to be measurable and available only when cash is received by the Village.

The Village reports the following major funds in the governmental fund financial statements:

The *General Fund* is the operating fund of the Village. It accounts for all financial resources, except those required to be accounted for in another fund. Revenue is derived primarily from property taxes and other governmental revenue. The general operating expenditures, fixed charges and capital outlay costs that are not paid through other funds are paid from the General Fund.

The *Building Fee Fund* is considered as a special revenue fund and accounts for the resources collected for building permits fees levied within the Village's limits. This revenue is restricted for use enforcing the Florida Building Code.

The Village reports the following non-major funds in the governmental fund financial statements:

Note 1 - Summary of Significant Accounting Policies (Continued)

The *Driving Range Fund* is considered a special revenue fund and accounts for resources collected for operating the Golf Coast Driving Range located on the Village owned property on 9000 Williams Road, Estero, FL 33928.

(b) Measurement Focus, Basis of Accounting, and Financial Statement Presentation (continued)

The *Capital Projects Fund* accounts for resources accumulated to provide for capital projects. The capital projects fund accounts for gas tax and road and park impact fees levied within the Village which are restricted for use on road and park capital improvements.

The *Debt Service Fund* accounts for the accumulation of resources that are committed or assigned for the payment of principal and interest on long-term obligations of governmental funds.

(c) Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position or Fund Balance

Cash and Investments

Cash and cash equivalents consist of amounts in cash on hand and cash on deposit with financial institutions including certificates of deposit.

The Village's investment policy allows management to invest any surplus funds in its control in the following as outlined in Florida Statute, Chapter 218.415 (17):

1. The Local Government Surplus Trust Fund (LGSTF), or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in Florida Statute, Chapter 163.01,

2. Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency,

3. Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in Florida Statutes, Chapter 280.02, and

4. Direct obligations of the United States Treasury.

Investments for the Village are reported at amortized cost which approximates fair value.

Receivables

Receivables as of year-end for the government's general fund are reported net of allowance for uncollectibles. As of September 30, 2022, the allowance for uncollectible receivables was $0 as management believes all receivables to be fully collectible.

Note 1 - Summary of Significant Accounting Policies (Continued)

Prepaids

Certain payments to vendors reflect costs applicable to future accounting periods and are reported as prepaid items in the government-wide financial statements. In the fund financial statements, the purchases method is used as such expenditures are reported when payments are completed.

(c) Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position or Fund Balance (continued)

Capital Assets

Capital assets include property, buildings, furniture, equipment, vehicles, software, and infrastructure assets. Capital assets used in governmental fund types of the Village are recorded at cost if purchased or constructed. Donated capital assets are recorded at their acquisition value at the date of donation. Capital assets are reported in the government-wide financial statements in the applicable governmental column. Interest incurred during construction is not capitalized on general capital assets.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

The threshold for capitalizing furnishings and equipment is $5,000 or more and useful lives in excess of one year. The threshold for capitalizing intangible assets is $25,000 or more and useful lives in excess of one year. The threshold for capitalizing infrastructure and capital improvement projects is $50,000 or more and useful lives in excess of one year.

Infrastructure assets are defined as public domain capital assets such as roads, bridges, sidewalks, traffic signals, easements and similar items that are immovable and of value only to the governmental unit.

Depreciation and amortization is calculated using the straight-line method over the estimated useful lives of the related assets. The ranges of the useful lives are as follows:

Asset	Years
Buildings and building improvements	5-20
Improvements other than buildings	7-50
Machinery and equipment	3-10
Infrastructure	10-50
Intangible software	3-5

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net assets that applies to a future period(s) and so will *not* be recognized as an outflow of resources (expense/ expenditure) until then. The Village does not have any items that qualify for reporting in this category.

Note 1 - Summary of Significant Accounting Policies (Continued)

(c) Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position or Fund Balance (continued)

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources,* represents an acquisition of net assets that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time.

Compensated Absences

Employees can accrue paid time off (PTO). Any unused PTO at September 30 is paid out up to certain stated limits, unused PTO is not paid out at termination, therefore, no such amounts are accrued at September 30.

Net Position Flow Assumption

Sometimes the government will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

Fund Balance Flow Assumption

When both restricted and unrestricted resources are available for use, it is the Village's policy to use restricted resources first, then unrestricted resources as needed. When components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Net Position/Fund Balances

Net position in government-wide fund financial statements are classified as net investment in capital assets; restricted; and unrestricted. Restricted net positions represent constraints on resources that are either a) externally imposed by creditors, grantors, contributors or laws or regulations of other governments or b) imposed by law through State Statute.

The Village has adopted a fund balance policy which includes a minimum level of fund balance of three months of general fund operating expenditures. If the unassigned fund balance falls below the minimum level, the Village Manager will prepare and submit a plan for committed and/or assigned fund balance reduction, expenditure reductions and/or revenue increases to the Council. The Council shall take action necessary to restore the unassigned fund balance to acceptable levels within no more than two years. The Village was in compliance with the fund balance policy at September 30, 2022.

Note 1 - Summary of Significant Accounting Policies (Continued)

(c) Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position or Fund Balance (continued)

Net Position/Fund Balances (Continued)

The governmental fund financial statements fund balance is reported in five classifications.

Nonspendable	Nonspendable fund balances include amounts that are (a) not in spendable form or (b) legally or contractually required to be maintained intact. Including items that are not expected to be converted to cash, such as inventories and prepaid amounts.
Restricted	Restricted fund balances include amounts that can be spent only for specific purposes stipulated by (a) external resource providers such as creditors, grantors, contributors or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation. The Village's restricted fund balances have constrains placed on the uses of resources by State Statute.
Committed	Committed fund balances are classified as such as a result of Village Council taking formal action and adopting an ordinance which can only be modified or rescinded by subsequent formal action. An ordinance is the Village's highest level of decision-making authority. The Village adopted an ordinance establishing reserve accounts which are presented as committed fund balance.
Assigned	Assigned fund balances are constrained by the Village's intent to be used for specific purposes but are neither restricted nor committed. As part of the budget process, the Village has allocated amounts to debt reduction which are presented as assigned fund balance.
Unassigned	Unassigned fund balance is the residual classification for the general fund. This classification represents spendable fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the general fund. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed, or assigned for those specific purposes.

Note 1 - Summary of Significant Accounting Policies (Continued)

(d) Revenues and expenditures/expense

Program Revenues

Amounts reported as program revenues include: (1) charges for services which report fees, fines and forfeitures and other charges to users of the Village's services; (2) operating grants and contributions which finance annual operating activities including restricted investment income; and (3) capital grants and contributions, which fund the acquisition, construction, or rehabilitation of capital assets. These revenues are subject to externally imposed restrictions to these program uses. Taxes and other revenue sources not properly included with program revenues are reported under general revenue.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management of the Village to make estimates and assumptions relating to the reporting of assets and liabilities and the disclosure of contingent assets and liabilities as of the date of the financial statements, and the reported amounts of revenue and expenditures or expenses during the reporting period. Actual results could differ from those estimates.

Change in Accounting Principle

During the fiscal year ended September 30, 2022, the Village implemented GASB Statement No 87, Leases. This standard requires the recognition of certain lease assets and liabilities for leases that were previously classified as operating leases and as inflows or outflows of resources recognized based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this standard, a lessee is required to recognize a lease liability and an intangible right-to-use assets, and a lessor is required to recognize a lease receivable and a deferred inflow of resources. This pronouncement required the restatement of the September 30, 2021 net position. In addition, beginning balances for capital assets and long-term liabilities were established to recognize the right-to-use assets and related liabilities as required by GASB 87.

Restatement of Prior Year's Net Position

Effective October 1, 2021, the Village was required by GASB Statement No. 87 to restate net position of governmental activities. Previously, the net position of governmental activities was reported as $83,296,447. The net result of the implementation of GASB Statement No. 87 reduced the beginning net position by $135,844. Therefore, the governmental activities beginning net position is restated as $83,160,603.

Note 2 - Cash

As of September 30, 2022, the carrying amount of the Village's deposits was $47,124,858, and the bank balance was $46,710,147. The Village's deposits consist of demand deposit accounts. These demand deposits are held by a bank that qualifies as a public depository under the Public Depository Security Act of the State of Florida as required by Chapter 280. When public deposits are made in accordance with Chapter 280, no public depositor shall be liable for any loss thereof and, therefore, the Village is not exposed to custodial credit risk.

The Village had restricted deposits of $12,440,597 that consists of deferred revenue of $12,254,436 and customer deposits of $186,161.

Note 3 - Investments

The Village has funds invested in the Florida Prime Surplus Funds Trust Fund, which is administered by the State Board of Administration (SBA). The SBA pool's investments are recorded at amortized cost and total $24,925 and are available for immediate withdrawal.

(a) General Description

The Florida Prime is administered by the State Board of Administration under the regulatory oversight of the State of Florida, Chapter 19-7 of the Florida Administrative Code.

In accordance with GASB Statement No. 79, *Certain External Investment Pools and Pool Participants,* Florida PRIME currently meets all of the necessary criteria to elect to measure all of the investments in Florida PRIME at amortized cost which approximates fair value. Therefore, the Village's participant account balance is recorded at amortized cost and exempt from the GASB Statement No. 72, Fair Value Measurement and Application.

(b) Investment Policies

All Florida Prime investment policies can be found at https://prime.sbafla.com/.

Village investment in Florida Prime was made in accordance with the provisions of Section 218.415(17), Florida Statutes "Investment of Local Government Surplus Funds".

(c) Credit Quality Disclosure

Florida Prime is rated by Standards and Poor's. The current rating is AAAm.

(d) Interest Rate Risk Disclosure

The dollar weighted average days to maturity (WAM) of Florida Prime at September 30, 2022, is 21 days. Next interest rate reset dates for floating rate securities are used in the calculation of the WAM. The weighted average life (WAL) of Florida PRIME at September 30, 2022, is 72 days.

(e) Foreign Currency Risk Disclosure

Florida Prime was not exposed to any foreign currency risk during the period from October 1, 2021 through September 30, 2022.

Note 3 - Investments (Continued)

(f) Securities Lending Disclosure

Florida Prime did not participate in a securities lending program in the period from October 1, 2021 through September 30, 2022.

(g) Limitations or Restrictions on Withdrawals Disclosure

With regard to the redemption gates relating to the SBA trust fund, Chapter 218.409(8)(a), Florida Statutes, states that "The principal, and any part thereof, of each account constituting the trust fund is subject to payment at any time from the moneys in the trust fund. However, the Executive Director may, in good faith, on the occurrence of an event that has a material impact on liquidity or operations of the trust fund, for 48 hours limit contributions to or withdrawals from the trust fund to ensure that the Board can invest moneys entrusted to it in exercising its fiduciary responsibility. Such action must be immediately disclosed to all participants, the Trustees, the Joint Legislative Auditing Committee, and the Investment Advisory Council. The Trustees shall convene an emergency meeting as soon as practicable from the time the Executive Director has instituted such measures and review the necessity of those measures. If the Trustees are unable to convene an emergency meeting before the expiration of the 48-hour moratorium on contributions and withdrawals, the moratorium may be extended by the Executive Director until the Trustees are able to meet to review the necessity for the moratorium. If the Trustees agree with such measures, the Trustees shall vote to continue the measures for up to an additional 15 days. The Trustees must convene and vote to continue any such measures before the expiration of the time limit set, but in no case may the time limit set by the Trustees exceed 15 days."

(h) Liquidity

With regard to liquidity fees, Florida Statute 218.409(4) provides authority for the SBA to impose penalties for early withdrawal, subject to disclosure in the enrollment materials of the amount and purpose of such fees. At present, no such disclosure has been made.

(i) Redemption Fees

As of September 30, 2022, there were no redemption fees or maximum transaction amounts, or any other requirements that serve to limit a participant's daily access to 100 percent of their account value.

(j) Financial Statements

The SBA will provide separate financial statements for Florida Prime for the fiscal year ended June 30, 2022, once the audit is complete. The SBA will not provide financial statements for Florida Prime for the period ending September 30, 2022.

Note 4 - Receivables, Prepaids, and Accrued Liabilities

(a) Receivables

Receivables as of September 30, 2022 for the governmental funds in the aggregate, including the applicable allowances for uncollectible accounts are as follows:

	General	Building Fee	Capital Projects	Debt Service	Nonmajor Governmental Funds	Total Governmental Funds
Receivables:						
Accounts (gross)	$ 298,530	$ 1,121	$ 16,469	$ -	$ 186	$ 316,306
Allowance for uncollectible receivable	-	-	-	-	-	-
Net total receivables	$ 298,530	$ 1,121	$ 16,469	$ -	$ 186	$ 316,306

(b) Prepaids

Prepaid assets for the Village total $93,568 at September 30, 2022.

(c) Accrued Liabilities

Accrued liabilities as of September 30, 2022 are as follows:

	General
Accrued liabilities:	
Wages, benefits and taxes	$ 51,715
Construction bond deposit	314,003
Total accrued liabilities	$ 365,718

(d) Customer Deposits

Customer deposits are received in advance for planning and zoning professional services as required by the Village cost recovery program. Deposits are required prior to commencement of the professional services and any amounts received in excess of professional service costs are refunded at completion of planning and zoning process.

Customer deposits as of September 30, 2022 total $186,161 and are offset by restricted cash.

Note 5 - Capital Assets

Capital asset activity for the year ended September 30, 2022 is as follows:

	Beginning Balance	Increases	Decreases	Adjustments/ Transfers/ Reclassifications	Ending Balance
Governmental Activities:					
Capital assets not being depreciated:					
Land	$ 28,092,646	$ 4,970,426	$ -	$ -	$ 33,063,072
Construction in progress	10,890,386	1,908,904	-	(9,144,644)	3,654,646
Total capital assets not being depreciated	38,983,032	6,879,330	-	(9,144,644)	36,717,718
Capital assets being depreciated:					
Buildings and building improvements	1,067,086	454,350	-	-	1,521,436
Machinery and equipment	158,285	-	-	-	158,285
Infrastructure	27,381,018	612,276	-	9,144,644	37,137,938
Intangible right to use	-	-	-	951,818	951,818
Total capital assets being depreciated	28,606,389	1,066,626	-	10,096,462	39,769,477
Less accumulated depreciation for:					
Buildings and building improvements	646,018	94,339	-	-	740,357
Machinery and equipment	130,067	16,918	-	-	146,985
Infrastructure	7,751,868	1,946,353	-	-	9,698,221
Intangible right to use	-	121,212	-	658,866	780,078
Total accumulated depreciation	8,527,953	2,178,822	-	658,866	11,365,641
Total capital assets being depreciated, net	20,078,436	(1,112,196)	-	9,437,596	28,403,836
Total governmental activities capital assets, net	$ 59,061,468	$ 5,767,134	$ -	$ 292,952	$ 65,121,554

Depreciation expense was charged to functions/programs of the primary government for the year ended September 30, 2022, as follows:

	General
General government	$ 225,324
Public safety	476
Physical environment	3,881
Transportation	1,949,141
Total depreciation expense-governmental activities	$ 2,178,822

Note 6 - Long-term Debt

The annual debt service requirements as of September 30, 2022 are as follows:

	Governmental Activities		
	Lease payable		
Years Ending September 30	Principal	Interest	Total
2023	$ 179,721	$ 7,959	$ 187,680
2024	77,318	880	78,198
	$ 257,039	$ 8,839	$ 265,878

The changes in long-term debt during fiscal year ended September 30, 2022 are as follows:

Governmental Activities	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
Note payable - direct borrowing	$ 16,919,830	$ -	$ (16,919,830)	$ -	$ -
Lease payable	428,796	-	(171,757)	257,039	179,721
Total Governmental Activities	$ 17,348,626	$ -	$ (17,091,587)	$ 257,039	$ 179,721

The Lease Payable was recalculated upon amendment to the lease on 6/1/2018. The Village used the incremental borrowing rate of 4.54% which was the 30-Year Mortgage rate on 6/1/2018.

During the year ended September 30, 2022, the Village paid the Note Payable in full. Interest expenditures for the year ended September 30, 2022 were $760,810.

Note 7 - Other Postemployment Benefits (OPEB)

General Information about the OPEB Plan

Plan Description. The Village administers a single-employer defined benefit plan (the "Plan") that provides the opportunity to obtain health insurance to its retired full-time employees and their dependents upon reaching the normal retirement age of 65 and 8 years if service or 33 years of service. Pursuant to the provisions of section 112.0801, Florida Statutes, former employees and eligible dependents who retire from the Village may continue to participate in the Village's fully insured health and hospitalization plan for medical and prescription drug coverage. No assets are accumulated in a trust or otherwise that meets the criteria in paragraph 4 of GASB Statement No. 75.

Benefits provided. The Village does not contribute toward the benefits (insurance premiums) of retired employees and there have been no substantive Plan provision changes since the last full valuation, which was for the fiscal year ending September 30, 2020. Therefore, there is no explicit subsidy. An interim valuation was completed for fiscal year ending September 30, 2022.

Note 7 - Other Postemployment Benefits (OPEB) (Continued)

Employees covered by benefits terms. The Village has 6 full-time active employees with 5 currently covered by the benefit terms, no inactive employees currently receive benefits, and no inactive employees are entitled to receive benefits.

The Village has elected to use the alternative measurement method and engaged an actuary to determine the liability using the alternative measurement method for postemployment healthcare benefits other than pensions as of September 30, 2022, which was the sixth year healthcare benefits were provided to employees.

Funding Policy. The Village OPEB benefits are unfunded and recorded on the "pay as you go" basis. As of September 30, 2022, there are no retirees receiving this benefit, and with the availability of more cost effective health insurance plans, it is not anticipated that there will be future participation that would be a material cost to the Village. This liability, which is no longer considered a likely cost, is not being funded by the Village. Therefore, the Plan does not issue a publicly available financial report and all required disclosures are presented herein.

As required by 112.0801, Florida Statutes, the Village offers the insurance coverage to the retirees at a premium cost of no more than the premium cost applicable to active employees. This results in a Village subsidy of the premium rates paid by retirees as it allows them to participate in the Plan at reduced or blended group (implicitly subsidized) premium rates for both active and retired employees.

The Village's total OPEB liability of $7,292 was measured as of September 30, 2022 and was determined by an actuarial valuation as of that date. The change in the OPEB liability was a decrease of $25,636 (OPEB expense), which was recognized during the fiscal year ended September 30, 2022. The General Fund and Building Fund will be used to liqudate the OPEB liability.

Total OPEB Liability

Actuarial Methods and Assumptions. The total OPEB liability as of September 30, 2022 was determined using the following actuarial assumptions and other inputs were applied to all periods included in the measurement:

Valuation Date	October 1, 2021 (Projected from October 1, 2020)
Measurement Date	September 30, 2022
Inflation	2.4%
Salary increases (payroll growth)	3.25%
Discount rate	4.77% (2022) 2.43% (2021)
Health care trend rates	7.5% for 2022; decreasing 0.5% per year to an ultimate rate of 4.5% for 2029 and later years
Retirees' share of benefit-related cost	100%
Funding Policy	Pay-as-you-go

The discount rate was based upon a yield for 20-year tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher. The prior valuation used a discount rate of 2.43% as of September 30, 2021. The current full valuation uses a discount rate of 4.77% as of September 30, 2022. The impact of this change is a significant decrease in liabilities. The discount rate will be updated annually to reflect market conditions as of the Measurement Date.

Note 7 - Other Postemployment Benefits (OPEB) (Continued)

The actuarial assumptions used in the valuation represent a reasonable long-term expectation of future OPEB outcomes. As national economic and Village experience change over time, the assumptions will be tested for ongoing reasonableness and, if necessary, updated.

The Village subsidizes the premium rates paid by retirees by allowing them to participate at blended premium rates for both active and retired employees. These rates provide an implicit subsidy for retirees because, on an actuarial basis, retiree claims are expected to result in higher costs to the plan on average than those of active employees.

The projection of future benefit payments for an ongoing plan involves estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the Plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future.

Per GASB Statement No. 75 paragraph 43(a) since the Village used the alternative measurement method the effects of assumptions are recognized immediately. As such, since the Plan holds no assets their deferred inflows/outflows are zero.

Changes in the total OPEB liability.

	Amounts
Total OPEB liability at beginning of year	$ 32,928
Changes for the year:	
Service cost	2,988
Interest	873
Changes in assumptions and other inputs	(636)
Difference between expected and actual experience	(28,861)
Net change in total OPEB liability (OPEB Credit)	(25,636)
Total OPEB liability at end of year	$ 7,292

Changes of assumptions and other inputs reflect a change in the discount rate from 2.43% as of October 1, 2021 and 4.77% as of September 30, 2022. The discount rate was updated from the prior valuation rate and will be updated annually to reflect market conditions as of the Measurement Date.

Sensitivity of the total OPEB liability to change in the discount rate. The following presents the total OPEB liability of the Village, as well as what the Village's total OPEB liability would be in it were calculated using a discount rate that is 1-percentage-point lower (3.77%) or 1-percentage-point higher (5.77%) than the current discount rate:

	1% Decrease (3.77%)	Discount Rate (4.77%)	1% Increase (5.77%)
Total OPEB Liability	$ 7,636	$ 7,292	$ 6,964

Note 7 - Other Postemployment Benefits (OPEB) (Continued)

Sensitivity of the total OPEB liability to change in the healthcare cost trend rates. The following presents the total OPEB liability of the Village, as well as what the Village's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower (6.50% decreasing to 3.50%) or 1-percentage-point higher (8.50% decreasing to 5.50%) than the current healthcare cost trend rates:

	1% Decrease (6.50% decreasing to 3.50%)	Healthcare Cost Trend Rates (7.50% decreasing to 4.50%)	1% Increase (8.50% decreasing to 5.50%)
Total OPEB Liability	$ 6,891	$ 7,292	$ 7,727

Note 8 - Retirement Plans

The Village offers a Defined Contribution Retirement 401(a) Plan (the "Plan") to its full-time employees through the Florida Municipal Pension Trust Fund (FMPTF). The Plan is a 40l(a) money purchase plan and the Village is a participating employer in the FMPTF trust agreement. The Plan was established on August 31, 2016 with a Village contribution effective date of October 1, 2016.

The Plan's assets are administered by FMPTF and the Plan is operated under a trust agreement which may be amended by the Master Trustees of the FMPTF. The Village does not exercise any control over the Plan assets or the trust agreement.

The Village's Plan provisions and contributions requirements are established and may be amended by the Village Council.

In a defined contribution plan, benefits depend solely on amounts contributed to the Plan plus investment earnings.

The Plan does not have age or service requirements and vesting is immediate for Plan participants. The Plan eligibility provisions require funding percentages applied to the salaries of those participating. The required funding percentages and the Village contribution is determined annually during the budget process by Village Council. Normal retirement age is 70.5.

For fiscal year ended September 30, 2022, the Village's retirement contribution reported as expenditures were $93,029 or 12.48% of covered payroll. The employee contribution requirement was 2.5% of applicable compensation.

The Village, also, offers a 457(b) Deferred Compensation Plan to all employees through the Florida Municipal Pension Trust Fund (FMPTF). The Village is a participating employer in the FMPTF trust agreement which allows for salary deferrals with no employer contributions.

Further information regarding the Florida Municipal Pension Trust Fund, including financial statements, is available via request to publicrecordstal@flcities.com or in writing to Florida Municipal Pension Trust Fund, Attn: Office of General Counsel, 301 S. Bronough St., Suite 300, Tallahassee, FL 32301.

Note 9 - Interfund Transfers

Interfund transfers for the year ended September 30, 2022, consisted of the following:

	Transfer In Funds:				
	General	Capital Projects Fund	Debt Service	Nonmajor Governmental Funds	Total Governmental Funds
Transfer Out Funds:					
General	$ -	$ 3,019,155	$ 12,359,317	$ 4,400,000	$ 19,778,472
	$ -	$ 3,019,155	$ 12,359,317	$ 4,400,000	$ 19,778,472

Transfers are used to move unrestricted general fund and debt service proceeds to finance various programs that the government must account for in other funds in accordance with budgetary authorization. These could include amounts provided as subsidies or matching funds for various grant programs, capital projects and debt service payments.

Note 10 - Risk Management

The Village is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters.

The Village participates in the public entity risk pool administered by the Florida League of Cities, Inc. for general/professional liability, property, health insurance and workers compensation. The Village pays an annual premium for these insurance programs. Participation in this risk pool is non-assessable. There were no significant reductions in insurance coverage since the inception of the Village nor were there any settlements that exceed insurance coverage amounts for the fiscal year ended September 30, 2022 or the prior three years.

The Florida League of Cities, Inc. published financial report for the year ended September 30, 2022 can be obtained from the Florida League of Cities, Inc., Public Risk Service, 135 East Colonial Drive, Orlando, Florida 32801.

The Village retains the risk of loss up to a deductible amount (ranging from $0 to $35,000) with the risk of loss in excess of this amount transferred to the pool with limits of liability of up to $5,000,000 per occurrence.

Note 11 - Operating Leases – Right of Use (ROU) Asset

The Village is currently committed to various operating leases for office space and equipment with terms in excess of one year. The lease for office space meets the recording requirements of GASB Statement No. 87. The future minimum rental payments as of September 30, 2022 were as follows:

Years ending September 30	Principal	Interest	Total
2023	$ 179,721	$ 7,959	$ 187,680
2024	77,318	880	78,198
Total	$ 257,039	$ 8,839	$ 265,878

Rent expense for the fiscal year ended September 30, 2022 totaled $300,537.

At September 30, 2022, the net Lease Intangible Right of Use asset of $292,952 was amortized by $121,212 during the year ended September 30, 2022. The net Lease Payable of $257,039 was amortized by $171,757 during the year ended September 30, 2022.

On May 3, 2017, the Village amended the lease agreement for office space which provides a location for the Village administration and community development offices. The lease amendment expanded the square footage and extended the term of the lease to 8 years which expires February 2024. The Village has the option to renew for three additional terms of five years.

As of September 30, 2022, the monthly rent for office space is $18,099 plus common area maintenance estimated with annual increases of the greater of 2.5% or consumer price index.

Note 12 - Stewardship, Compliance and Accountability

Property Taxes

The billing and collection of all property taxes is performed for the Village by the Lee County Tax Collector. Property taxes are levied after formal adoption of the Village's budget and become due and payable on November 1 of each year. Discounts are allowed for payment of property taxes before March 1 of the following year. Taxes are recognized as revenue when levied to the extent that they result in current receivables. On April 1, any unpaid taxes become delinquent. If the taxes are still unpaid in May, tax certificates are then offered for sale to the general public. The proceeds collected are remitted to the Village.

Key dates in the property tax cycle (latest date, where appropriate) are as follows:

July 1	◆ Assessment roll validated
September 30	◆ Millage resolution approved and taxes levied following certificate of assessment roll
October 1	◆ Beginning of fiscal year for which tax is to be levied
November 1	◆ Property taxes due and payable (levy date) with various discount provisions through March 31
April 1	◆ Taxes become delinquent
June 1	◆ Tax certificates sold by Lee County, Florida Tax Collector

Note 12 - Stewardship, Compliance and Accountability (Continued)

For the year September 30, 2022, the total tax rate was 0.77 mils per $1,000 of assessed taxable property value. For the fiscal year ended September 30, 2022, the levy is based on taxable property values totaling $7,190,380,842. Property tax revenue is recognized in the fiscal year for which the taxes are levied.

No accruals for the property tax levy becoming due in November 2022 are included in the accompanying financial statements since taxes are levied for the subsequent fiscal year and are not considered available at September 30, 2022.

At September 30, 2022, delinquent property taxes are not material to the basic financial statements of the Village and, therefore, have not been accrued as taxes receivable.

Note 13 - Commitments and Contingencies

Litigation. The Village is party to a legal challenge of its comprehensive plan. Village officials believe it is too speculative to determine whether some of the legal proceedings will have a material adverse effect in the Village's financial position. Therefore, no related liability has been recorded at September 30, 2022.

Contracts. The Village has outstanding commitments for professional service contracts for planning, engineering and legal services and are reported in the General Fund and Capital Projects Fund at September 30, 2022. The outstanding commitment at September 30, 2022 is as follows:

	Contract Amount	Incurred to Date	Retainage	Balance to Complete, Including Retainage
General Fund				
Physical environment	$ 677,853	$ 487,400	$ -	$ 190,453
Transportation	760,656	736,881	-	23,775
Recreation and culture	161,000	150,092	-	10,908
Capital Projects Fund	18,267,282	12,757,581	5,614	5,515,315
				-
	$19,866,791	$ 14,131,954	$ 5,614	$ 5,740,451

Note 14 - Subsequent Events

On September 28, 2022, Hurricane Ian hit Southwest Florida as a Category 4 hurricane. Following the disaster, the Village spent $7,016,428 for the clean-up of debris. A Request for Public Assistance was filed with FEMA, and the request was approved in November 2022. The Village is working with FEMA to provide all the required documentation to receive disaster relief funds. Funding in the amount of $2.4 million was received in Fiscal Year 2022-23 to date.

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Required Supplementary Information

Village of Estero, Florida

Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual
General Fund

For the Year Ended September 30, 2022

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES				
Taxes				
Property	$ 5,281,886	$ 5,281,886	$ 5,280,762	$ (1,124)
Gas Tax	531,529	531,529	571,663	40,134
Franchise	2,291,500	2,291,500	2,670,762	379,262
Communications services	878,542	878,542	972,497	93,955
Local business	21,900	21,900	20,997	(903)
Licenses and permits	1,500	1,500	1,450	(50)
Intergovernmental revenues	3,914,673	12,396,880	9,598,233	(2,798,647)
Charges for services	117,500	117,500	389,657	272,157
Fines and forfeitures	500	500	330	(170)
Investment earnings	32,400	32,400	48,722	16,322
Miscellaneous				
Other	61,000	61,000	880,144	819,144
Total revenues	13,132,930	21,615,137	20,435,217	(1,179,920)
EXPENDITURES				
Current:				
General government	4,101,614	3,951,614	3,009,102	942,512
Public safety	281,120	281,120	166,096	115,024
Physical environment	771,000	771,000	133,167	637,833
Transportation	1,605,152	1,605,152	1,408,458	196,694
Human services	38,000	38,000	41,972	(3,972)
Culture and recreation	90,100	90,100	77,967	12,133
Capital outlay	-	-	-	-
Debt service				
Principal retirement	-	-	142,558	(142,558)
Interest	-	-	13,216	(13,216)
Total expenditures	6,886,986	6,736,986	4,992,536	1,744,450
Excess of revenues over expenditures	6,245,944	14,878,151	15,442,681	564,530
OTHER FINANCING USES				
Transfers out	(6,963,600)	(27,406,533)	(19,778,472)	7,628,061
Total other financing uses	(6,963,600)	(27,406,533)	(19,778,472)	7,628,061
Net change in fund balances	$ (717,656)	$ (12,528,382)	(4,335,791)	$ 8,192,591
Fund balances - beginning			24,323,877	
Fund balances - ending			$ 19,988,086	

The notes to the required supplementary information are an integral part of this schedule.

Village of Estero, Florida

Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual
Building Fee Fund
For the Year Ended September 30, 2022

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES				
Licenses and permits	$ 1,060,500	$ 1,060,500	$ 1,150,596	$ 90,096
Investment earnings	1,000	1,000	1,250	250
Total revenues	1,061,500	1,061,500	1,151,846	90,346
EXPENDITURES				
Current:				
Public safety				
Community development	1,111,100	1,111,100	1,149,845	(38,745)
Capital outlay	211,530	211,530	141,825	69,705
Debt service				
Principal retirement	-	-	29,199	(29,199)
Interest	-	-	2,707	(2,707)
Total expenditures	1,322,630	1,322,630	1,323,576	(946)
Excess (deficiency) of revenues over expenditures	(261,130)	(261,130)	(171,730)	89,400
Net change in fund balances	$ (261,130)	$ (261,130)	(171,730)	$ 89,400
Fund balances - beginning			690,642	
Fund balances - ending			$ 518,912	

The notes to the required supplementary information are an integral part of this schedule.

Village of Estero, Florida
Notes to Required Supplemental Information
For the Year Ended September 30, 2022

Budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America and are legally enacted through passage of a resolution required by Village Charter and as required by the State of Florida.

The level of control whereby expenditures cannot legally exceed the total amount budgeted is at the fund level and the annual budgets serve as the legal authorization for expenditures. The Village Council may establish or terminate departments by ordinance. As of September 30, 2022, the Council has established one department for community development.

For the year ended September 30, 2022, the Village of Estero adopted a budget for the General Fund, Building Fee Fund, Capital Projects Fund, the Debt Service Fund and the Driving Range Fund.

Budget amounts, as shown in the fund financial statements, are as originally adopted and as finally amended by the Council. The Council may, by resolution, provide for the transfer of all or part of any unencumbered appropriations balance from one department, fund, service, strategy or organizational unit to the appropriation for other departments or organizational units or a new appropriation within 60 days after year end. The Village Manager may transfer funds among programs within a department, fund, service, strategy, or organizational unit and shall report such transfers to the Council, in writing, in a timely manner.

The Village has two funds in which expenditures exceeded appropriations. The Building Fee Fund expenditures exceeded appropriations by $946. This was caused by adjusting entries made to reclassify software implementation expenditures that were initially charged to the General Fund and corrected after the final budget amendment was approved. The Driving Range Fund expenditures exceeded appropriations by $24,186. This fund was created during the fiscal year therefore, the budget figures were estimated based on limited knowledge and history.

Village of Estero, Florida

Schedule of Changes in the Net OPEB Liability and Related Ratios and Notes to the Schedule

Last Ten Fiscal Years

	2018	2019	2020	2021	2022
Total OPEB Liability					
Service cost	$ 2,650	$ 1,484	$ 1,653	$ 2,868	$ 2,988
Interest	580	483	511	762	873
Changes of benefit terms	-	-	-	-	-
Differences between expected and actual experience	(3,719)	-	7,382	600	(28,861)
Changes in assumptions and other inputs	(2,677)	501	6,566	(42)	(636)
Benefit payments	-	-	-	-	-
Net change in total OPEB liability	(3,166)	2,468	16,112	4,188	(25,636)
Total OPEB liability - beginning	13,326	10,160	12,628	28,740	32,928
Total OPEB liability - ending	$ 10,160	$ 12,628	$ 28,740	$ 32,928	$ 7,292
Covered-employee payroll	$ 706,888	$ 830,408	$ 682,386	$ 715,291	$ 745,500
Total OPEB liability as a percentage of covered-employee payroll	1.44%	1.52%	4.21%	4.60%	0.98%

Notes to the schedule:

No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75 .

Changes of assumptions. The actuarial assumptions used in the September 30, 2022 valuation represent a reasonable long-term expectation of future OPEB outcomes. Discount rate changed from 4.15% in 2018 to 3.58% at September 30, 2019 then to 2.41% at September 30, 2020 to 2.43% at September 30, 2021 to 4.77% at September 30, 2022. As national economic and Village experience change over time, the assumptions will be tested for ongoing reasonableness and, if necessary, updated.

Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the Village will present information for only those years for which information is available.

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Individual Fund Financial Schedules

Village of Estero, Florida

Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual
Capital Projects Fund
For the Year Ended September 30, 2022

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES				
Taxes				
Gas taxes	$ 387,933	$ 387,933	$ 410,830	$ 22,897
Impact fee	415,600	415,600	1,977,097	1,561,497
Intergovernmental revenues	1,100,000	1,100,000	144,343	(955,657)
Investment earnings	42,000	42,000	18,609	(23,391)
Contributions from private sources	132,000	132,000	53,695	(78,305)
Total revenues	2,077,533	2,077,533	2,604,574	527,041
EXPENDITURES				
Current:				
Physical environment	1,494,000	3,674,000	226,205	3,447,795
Transportation	5,605,700	5,811,300	159,361	5,651,939
Capital outlay	12,106,500	14,169,500	3,583,933	10,585,567
Total expenditures	19,206,200	23,654,800	3,969,499	19,685,301
Deficiency of revenues under expenditures	(17,128,667)	(21,577,267)	(1,364,925)	20,212,342
OTHER FINANCING SOURCES				
Transfers in	4,447,800	10,646,400	3,019,155	(7,627,245)
Total other financing sources	4,447,800	10,646,400	3,019,155	(7,627,245)
Net change in fund balances	$ (12,680,867)	$ (10,930,867)	1,654,230	$ 12,585,097
Fund balances - beginning			11,063,071	
Fund balances - ending			$ 12,717,301	

Village of Estero, Florida

Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual
Debt Service Fund
For the Year Ended September 30, 2022

	Budgeted Amounts		Actual	Variance with Final Budget- Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Investment earnings	$ 10,000	$ 10,000	$ 934	$ (9,066)
Total revenues	10,000	10,000	934	(9,066)
EXPENDITURES				
Current:				
Debt service				
Principal retirement	697,344	16,920,113	16,919,830	283
Interest and fiscal charges	678,485	744,887	744,887	-
Total expenditures	1,375,829	17,665,000	17,664,717	283
Deficiency of revenues under expenditures	(1,365,829)	(17,655,000)	(17,663,783)	(8,783)
OTHER FINANCING SOURCES (USES)				
Transfers in	2,515,800	12,360,133	12,359,317	(816)
Total other financing sources (uses)	2,515,800	12,360,133	12,359,317	(816)
Net change in fund balances	$ 1,149,971	$ (5,294,867)	(5,304,466)	$ (9,599)
Fund balances - beginning			5,304,466	
Fund balances - ending			$ -	

Village of Estero, Florida
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual
Nonmajor Governmental Fund -
Driving Range Fund
For the Year Ended September 30, 2022

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES				
Charges for services	$ -	$ 10,000	$ 13,146	$ 3,146
Investment earnings	-	-	193	193
Miscellaneous	-	-	(192)	(192)
Total revenues	-	10,000	13,147	3,147
EXPENDITURES				
Current:				
Culture and recreation	-	15,700	69,688	(53,988)
Capital outlay	-	4,250,000	4,220,198	29,802
Total expenditures	-	4,265,700	4,289,886	(24,186)
Deficiency of revenues under expenditures	-	(4,255,700)	(4,276,739)	(21,039)
OTHER FINANCING SOURCES				
Transfers in	-	4,400,000	4,400,000	-
Total other financing sources	-	4,400,000	4,400,000	-
Net change in fund balances	$ -	$ 144,300	123,261	$ (21,039)
Fund balances - beginning			-	
Fund balances - ending			$ 123,261	

Statistical Section

Village of Estero, Florida
Statistical Section
(unaudited)

This part of the Village of Estero's annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the Village's overall financial health.

Contents Page

Financial Trends 55
These schedules contain trend information to help the reader understand how the Village's financial performance and well-being have changed over time.

Revenue Capacity 59
These schedules contain information to help the reader assess the Village's most significant local revenue source, the property tax.

Debt Capacity 63
These schedules present information to help the reader assess the affordability of the Village's current levels of outstanding debt and the Village's ability to issue additional debt in the future.

Demographic and Economic Information 67
These schedules offer demographic and economic indicators to help the reader understand the environment within which the Village's financial activities take place.

Operating Information 69
These schedules contain service and infrastructure data to help the reader understand how the information in the Village's financial report relates to the services the Village provides and the activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the annual comprehensive financial reports for the relevant year.

The Village of Estero was incorporated on December 31, 2014. Therefore, fiscal year 2015 is the first year of operations. Ten-year historic data will be accumulated and reflected in future year's financial statements.

Village of Estero, Florida
Net Position by Component
Last Ten Fiscal Years
(accrual basis of accounting)

Schedule 1

	Fiscal Year									
	2013 [1]	2014 [1]	2015	2016	2017	2018	2019	2020	2021	2022
Governmental/Primary Government Activities										
Investment in capital assets	$ -	$ -	$ 30,322	$ 471,087	$ 25,896,783	$ 24,798,963	$ 29,089,008	$ 38,568,728	$ 41,861,098	$ 64,858,901
Restricted	-	-	559,136	2,312,410	5,514,939	9,714,291	12,243,096	11,742,357	11,753,713	13,236,213
Unrestricted	-	-	582,076	5,503,844	13,155,253	21,312,574	23,550,463	24,724,400	29,681,636	32,457,673
Total governmental activities/ primary government net position	$ -	$ -	$ 1,171,534	$ 8,287,341	$ 44,566,975	$ 55,825,828	$ 64,882,567	$ 75,035,485	$ 83,296,447	$ 110,552,787

Note: The Village of Estero does not have business-type activities; therefore, net positions of governmental activities equal total primary government net positions.

[1] *The Village of Estero was incorporated December 31, 2014. Therefore, fiscal year 2015 is the first year of operations. Ten-year historic data will be accumulated and reflected in future year's financial statements.*

Village of Estero, Florida
Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

Schedule 2

	2013 [1]	2014 [1]	2015	2016	2017	2018	2019	2020	2021	2022
Expenses										
Governmental activities:										
General government	$ -	$ -	$ 536,623	$ 2,289,683	$ 2,617,224	$ 2,788,737	$ 3,401,752	$ 3,203,219	$ 3,782,713	$ 3,198,109
Public safety	-	-	1,080	887,642	1,317,701	1,196,671	1,085,537	1,322,971	1,298,406	1,324,224
Physical environment	-	-	6,596	306,643	436,856	345,096	115,558	191,691	1,625,322	363,253
Transportation	-	-	-	2,548,077	2,237,548	2,196,698	2,412,108	2,904,122	2,494,198	3,513,673
Human services	-	-	-	48,428	48,428	22,756	33,879	37,932	49,523	41,972
Culture and recreation	-	-	-	-	-	-	129,032	88,794	72,756	147,500
Interest and issuance cost	-	-	5,150	-	-	-	608,273	762,353	692,018	479,239
Total governmental activities/primary government expenses	-	-	549,449	6,080,473	6,657,757	6,549,958	7,786,139	8,511,082	10,014,936	9,067,970
Program Revenues										
Governmental activities:										
Charges for services:										
General government	-	-	138	168,073	313,409	279,144	195,212	200,901	250,390	389,657
Public safety	-	-	-	685,873	1,306,426	1,334,561	1,021,456	1,188,320	1,011,972	1,152,376
Culture and recreation	-	-	-	-	-	-	-	-	-	13,146
Operating grants and contributions	-	-	62,027	-	176,414	177,777	176,336	212,849	723,146	155,768
Capital grants and contributions	-	-	497,081	1,431,918	29,267,345	3,322,274	1,830,982	3,360,893	732,890	2,175,135
Total governmental activities/primary government program revenues	-	-	559,246	2,285,864	31,063,594	5,113,756	3,223,986	4,962,963	2,718,398	3,886,082
General Revenues										
Governmental activities:										
Taxes										
Property, levied for general purposes	-	-	-	4,589,279	4,699,042	4,819,043	4,955,863	5,054,886	5,109,211	5,280,762
Gas	-	-	-	892,944	734,682	749,468	759,317	686,769	932,098	982,493
Franchise	-	-	-	1,713,134	2,224,309	2,288,523	2,333,614	2,280,032	2,319,395	2,670,762
Communication services	-	-	-	340,416	719,940	794,969	866,260	909,318	869,653	972,497
Local business taxes	-	-	6,242	22,640	22,028	22,561	23,047	19,624	20,919	20,997
Intergovernmental revenues	-	-	1,155,305	3,329,066	3,326,662	3,522,911	3,894,401	4,241,552	6,190,304	21,696,901
Investment earnings	-	-	190	18,481	119,081	407,796	680,027	319,602	8,284	69,708
Gain on sale of capital assets	-	-	-	-	-	-	-	86,685	-	-
Miscellaneous	-	-	-	4,456	28,053	89,784	106,363	102,569	107,636	879,952
Total governmental activities/primary government	-	-	1,161,737	10,910,416	11,873,797	12,695,055	13,618,892	13,701,037	15,557,500	32,574,072
Change in Net Position										
Total governmental activities/primary government	$ -	$ -	$ 1,171,534	$ 7,115,807	$ 36,279,634	$ 11,258,853	$ 9,056,739	$ 10,152,918	$ 8,260,962	$ 27,392,184

[1] *The Village of Estero was incorporated December 31, 2014. Therefore, fiscal year 2015 is the first year of operations. Ten-year historic data will be accumulated and reflected in future year's financial statements.*

Village of Estero, Florida

Fund Balances of Governmental Funds

Last Ten Fiscal Years

(modified accrual basis of accounting)

Schedule 3

	Fiscal Year									
	2013 [1]	2014 [1]	2015	2016	2017	2018	2019	2020	2021	2022
General Fund										
Non-spendable	$ -	$ -	$ -	$ 14,533	$ 14,633	$ 14,633	$ 14,633	$ 15,201	$ 14,945	$ 14,625
Restricted	-	-	62,027	-	-	-	-	-	-	-
Committed	-	-	-	-	-	-	5,124,700	6,044,700	6,266,700	3,840,100
Unassigned	-	-	580,773	5,568,981	13,118,237	21,257,077	14,625,120	14,228,047	18,042,232	16,133,361
Total General Fund	$ -	$ -	$ 642,800	$ 5,583,514	$ 13,132,870	$ 21,271,710	$ 19,764,453	$ 20,287,948	$ 24,323,877	$ 19,988,086
All Other Governmental Funds										
Restricted	$ -	$ -	$ 497,109	$ 2,312,410	$ 5,514,939	$ 9,714,291	$ 12,243,096	$ 11,742,357	$ 11,753,713	$ 13,236,213
Assigned, reported in:										
Debt service fund	-	-	-	-	-	-	4,040,555	4,179,199	5,304,466	-
Driving tange fund	-	-	-	-	-	-	-	-	-	123,261
Unassigned	-	-	-	(101,439)		-	-	-	-	-
Total all other governmental funds	$ -	$ -	$ 497,109	$ 2,210,971	$ 5,514,939	$ 9,714,291	$ 16,283,651	$ 15,921,556	$ 17,058,179	$ 13,359,474

[1] *The Village of Estero was incorporated December 31, 2014. Therefore, fiscal year 2015 is the first year of operations. Ten-year historic data will be accumulated and reflected in future year's financial statements.*

Village of Estero, Florida

Changes In Fund Balances of Governmental Funds

Last Ten Fiscal Years

(modified accrual basis of accounting)

Schedule 4

	Fiscal Year									
	2013 [1]	2014 [1]	2015	2016	2017	2018	2019	2020	2021	2022
Revenues										
Taxes	$ -	$ -	$ 6,242	$ 7,558,413	$ 8,576,415	$ 8,852,341	$ 9,114,437	$ 9,121,444	$ 9,251,276	$ 9,927,511
Licenses and permits	-	-	-	685,873	1,306,158	1,854,018	1,020,666	1,187,400	1,011,429	1,152,046
Impact fees	-	-	497,081	1,431,918	2,596,943	2,802,274	1,830,982	1,432,917	441,935	1,977,097
Intergovernmental	-	-	1,217,332	3,329,066	3,326,662	3,522,911	3,894,401	4,241,552	6,955,483	9,742,576
Charges for services	-	-	-	167,589	313,409	279,144	195,212	200,901	250,390	402,803
Fines and forfeitures	-	-	138	484	268	543	790	920	543	330
Investment earnings	-	-	190	18,481	119,081	407,796	680,027	319,602	8,284	69,708
Contributions from private sources	-	-	-	-	-	-	-	89,307	290,954	53,695
Miscellaneous								-		
Other	-	-	-	4,456	28,053	89,784	106,363	102,570	107,636	879,952
Total revenues	-	-	1,720,983	13,196,280	16,266,989	17,808,811	16,842,878	16,696,613	18,317,930	24,205,718
Expenditures										
General government	-	-	537,675	2,264,950	2,534,379	2,737,183	3,225,843	2,964,950	3,664,593	3,009,102
Public safety	-	-	1,080	875,992	1,300,626	1,177,337	1,064,991	1,305,996	1,285,350	1,315,941
Physical environment	-	-	6,596	306,643	436,856	433,352	112,001	191,691	241,108	359,372
Transportation	-	-	-	2,548,077	1,021,378	457,090	784,925	1,243,529	2,216,002	1,567,819
Human services	-	-	-	48,428	48,428	22,756	33,879	37,932	49,523	41,972
Culture/recreation	-	-	-	-	-	-	129,032	128,094	71,846	147,655
Capital outlay	-	-	30,573	497,614	71,998	642,901	25,371,816	9,247,823	4,225,884	7,945,956
Debt service								-	-	
Principal	-	-	-	-	-	-	768,416	1,641,295	670,459	17,091,587
Interest and issuance cost	-	-	5,150	-	-	-	289,872	770,588	720,613	760,810
Total expenditures	-	-	581,074	6,541,704	5,413,665	5,470,619	31,780,775	17,531,898	13,145,378	32,240,214
Excess (deficiency) of revenues over expenditures	-	-	1,139,909	6,654,576	10,853,324	12,338,192	(14,937,897)	(835,285)	5,172,552	(8,034,496)
Other Financing Sources (Uses)										
Transfers in	-	-	-	-	90,849	494,611	30,546,595	11,178,860	4,925,024	19,778,472
Transfers out	-	-	-	-	(90,849)	(494,611)	(30,546,595)	(11,178,860)	(4,925,024)	(19,778,472)
Proceeds from debt	-	-	-	-	-	-	20,000,000	996,685	-	-
Total other financing sources	-	-	-	-	-	-	20,000,000	996,685	-	-
Net change in fund balances	$ -	$ -	$ 1,139,909	$ 6,654,576	$ 10,853,324	$ 12,338,192	$ 5,062,103	$ 161,400	$ 5,172,552	$ (8,034,496)
Debt service as a percentage of noncapital expenditures	-	-	0.94%	0.0%	0.0%	0.0%	16.5%	29.1%	15.6%	73.5%

[1] *The Village of Estero was incorporated December 31, 2014. Therefore, fiscal year 2015 is the first year of operations. Ten-year historic data will be accumulated and reflected in future year's financial statements.*

Village of Estero, Florida

Assessed Value and Estimated Actual Value of Taxable Property

Last Ten Fiscal Years

Schedule 5

Fiscal Year Ended September 30	Real Property			Personal Property	Less: Allowable Exemptions [2]	Total Taxable Assessed Value	Total Direct Tax Rate	Estimated Actual Market (Just) Value	Taxable Assessed Value as a Percentage of Actual Value
	Residential Property	Commercial Property	Other Property						
2013 [1]	-	-	-	-	-	-	-	-	-
2014 [1]	-	-	-	-	-	-	-	-	-
2015 [1]	-	-	-	-	-	-	-	-	-
2016	5,962,856,036	690,966,701	158,665,392	150,308,030	1,284,789,616	5,675,825,842	0.8398	6,960,615,458	81.54%
2017	6,443,023,813	782,939,531	192,602,734	166,973,374	1,459,920,847	6,097,421,427	0.7998	7,557,342,274	80.68%
2018	6,889,049,163	741,778,217	213,442,459	180,814,659	1,539,523,465	6,484,202,557	0.7798	8,023,726,022	80.81%
2019	6,869,267,079	741,713,355	206,437,254	189,025,467	1,386,361,871	6,649,259,073	0.7750	8,035,620,944	82.75%
2020	6,916,404,302	762,528,773	352,626,099	203,210,714	1,474,537,084	6,808,708,418	0.7726	8,283,245,502	82.20%
2021	6,948,839,857	780,170,014	369,099,608	219,883,673	1,460,850,590	6,906,637,833	0.7726	8,367,488,423	82.54%
2022	7,317,007,658	840,319,265	406,615,395	235,269,948	1,667,873,721	7,189,827,701	0.7700	8,857,701,422	81.17%

Source: *Lee County Property Appraiser.*

Note: *Real property is reassessed every year.*

[1] *The Village of Estero was incorporated December 31, 2014. Therefore, fiscal year 2015 is the first year of operations; however, property taxes were not assessed by the Village of Estero until fiscal year 2016. Ten-year historic data will be accumulated and reflected in future year's financial statements.*

[2] *Allowable exemptions include the assessment differential value of capped parcels which is more commonly known as the "Save our Homes" and exemptions.*

Village of Estero, Florida

Property Tax Rates – Direct And Overlapping Governments

(Per $1,000 of Assessed Value)

Last Ten Fiscal Years

Schedule 6

	Village of Estero, Florida			Overlapping Rates[2]								
				Lee County			School					Total
Fiscal Year	Operating Millage	Debt Service Millage	Total Village Millage	General Revenue	Library Fund	Total Lee Cty	Local Board	State Law	Total School	Estero Fire District [3]	Other [4]	Direct & Overlapping Rates
2013 [1]	-	-	-	-	-	-	-	-	-		-	-
2014 [1]	-	-	-	-	-	-	-	-	-		-	-
2015 [1]	-	-	-	-	-	-	-	-	-		-	-
2016	0.8398	-	0.8398	4.1506	0.5956	4.7462	2.2480	5.0370	7.2850	2.1881	0.6605	14.8798
2017	0.7998	-	0.7998	4.0506	0.5956	4.6462	2.2480	4.7410	6.9890	2.1500	0.6361	15.2211
2018	0.7798	-	0.7798	4.0506	0.5956	4.6462	2.2480	4.4310	6.6790	2.1300	0.6542	14.8892
2019	0.7750	-	0.7750	4.0506	0.4956	4.5462	2.2480	4.1530	6.4010	2.1300	0.6205	14.4727
2020	0.7726	-	0.7726	4.0506	0.4956	4.5462	2.2480	3.8990	6.1470	2.1300	0.5958	14.1916
2021	0.7726	-	0.7726	4.0506	0.4956	4.5462	2.2480	3.8100	6.0580	2.1300	0.5729	14.0797
2022	0.7700	-	0.7700	3.8623	0.4714	4.3337	2.2480	3.6430	5.8910	2.1300	0.5640	13.6887

Source: *Lee County Property Appraiser.*

Note: *The Village's operating millage tax rate may be increased only by a majority vote of the Village Council.*

[1] *The Village of Estero was incorporated December 31, 2014. Therefore, fiscal year 2015 is the first year of operations; however, property taxes were not assessed by the Village of Estero until fiscal year 2016. Ten-year historic data will be accumulated and reflected in future year's financial statements.*

[2] *Overlapping rates are those of the local and county governments that apply to property owners within the Village of Estero. Not all overlapping rates apply to all Village of Estero property owners.*

[3] *The Village of Estero has three Fire Districts within its boundaries. Estero Fire Rescue District, 2.1300 millage rate, San Carlos Park Fire District, 2.7500 millage rate, and Bonita Springs Fire District 2.1800 millage rate.*

[4] *Other consists of Lee County Mosquito Control, Lee County Hyacinth Control, South Florida Water Management District and West Coast Inland Navigation District.*

Village of Estero, Florida
Principal Property Taxpayers
Current Fiscal Year and Nine Fiscal Years Ago

Schedule 7

	2022			2013 [1]		
Taxpayer	Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Value
Coconut Point Developers LLC	$ 115,917,024	1	1.61%	-	-	-
Miromar Outlet West LLC	106,073,670	2	1.48%	-	-	-
Hertz Corporation	61,155,605	3	0.85%	-	-	-
Fort Myers Reef Acquisitions	55,265,640	4	0.77%	-	-	-
Passco Longitude	46,772,802	5	0.65%	-	-	-
CV Fort Myers Borrower LLC	43,084,800	6	0.60%	-	-	-
Miromar Outlet East LLC	29,211,717	7	0.41%	-	-	-
Lee-Tamiami LLC	28,214,919	8	0.39%	-	-	-
Coconut Point DE LLC	22,099,882	9	0.31%	-	-	-
Continental 376 Fund LLC	21,430,191	10	0.30%	-	-	-
Total	$ 529,226,250		7.37%	$ -		0.00%

Source: Lee County Property Appraiser.

[1] *The Village of Estero was incorporated December 31, 2014. Therefore, fiscal year 2015 was the first year of operations; however, property taxes were not assessed by the Village of Estero until fiscal year 2016. Ten-year historic data will be accumulated and reflected in future year's financial statements.*

Village of Estero, Florida
Property Tax Levies and Collections
Last Ten Fiscal Years

Schedule 8

Fiscal Year Ended Sep 30	Total Tax Levy For Fiscal Year	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount [2]	Percentage of Levy		Amount	Percentage of Levy
2013 [1]	-	-	0.00%	-	-	0.00%
2014 [1]	-	-	0.00%	-	-	0.00%
2015 [1]	-	-	0.00%	-	-	0.00%
2016	4,766,559	4,588,424	96.26%	(14,372)	4,574,052	95.96%
2017	4,876,718	4,699,042	96.36%	(29,960)	4,669,082	95.74%
2018	5,056,381	4,819,043	95.31%	44,332	4,863,375	96.18%
2019	5,153,176	4,954,539	96.17%	1,324	4,955,863	96.17%
2020	5,260,408	4,955,863	94.21%	-	4,955,863	94.21%
2021	5,310,460	5,109,211	96.21%	-	5,109,211	96.21%
2022	5,536,495	5,280,762	95.38%	-	5,280,762	95.38%

Source: Lee County Tax Collector.

[1] *The Village of Estero was incorporated December 31, 2014. Therefore, fiscal year 2015 was the first year of operations; however, property taxes were not assessed by the Village of Estero until fiscal year 2016. Ten-year historic data will be accumulated and reflected in future year's financial statements.*

[2] *Property taxes are levied on November 1 of each year, and are due and payable upon receipt of the notice of the levy. A 4% discount is allowed if the taxes are paid in November, with the discount declining by 1% each month thereafter. Accordingly, taxes collected will not be 100% of tax levy. Taxes become delinquent on April 1 of each year, and tax certificates for the full amount of any unpaid taxes and assessments are sold at public auction prior to June 1 of each year. The proceeds collected are remitted to the Village.*

Village of Estero, Florida
Ratios of Outstanding Debt by Type
Last Ten Fiscal Years

Schedule 9

Fiscal Year	Governmental Activities: General Obligation Bonds	Governmental Activities: Revenue Bonds	Governmental Activities: Notes, Loans and Agreements Payable	Total Primary Government	Percentage of Personal Income [2]	Per Capita [2]
2013 [1]	-	-	-	-	-	-
2014 [1]	-	-	-	-	-	-
2015 [1]	-	-	-	-	-	-
2016	-	-	-	-	-	-
2017	-	-	-	-	-	-
2018	-	-	-	-	-	-
2019	-	-	19,231,584	19,231,584	0.0%	593
2020	-	-	17,590,289	17,590,289	0.0%	531
2021	-	-	16,919,830	16,919,830	0.0%	455
2022	-	-	-	-	0.0%	-

Note: When applicable, details regarding the Village's outstanding debt can be found in the notes to the financial statements.

[1] *The Village of Estero was incorporated December 31, 2014. Therefore, fiscal year 2015 was the first year of operations. Ten-year historic data will be accumulated and reflected in future year's financial statements.*

[2] *See schedule 13 for personal income and population data. These ratios are calculated using personal income and population for prior calendar year.*

Village of Estero, Florida

Ratios of General Bonded Debt Outstanding

Last Ten Fiscal Years

Schedule 10

Fiscal Year	General Bonded Debt Outstanding: General Obligation Bonds	General Bonded Debt Outstanding: Less: Amounts Available in Debt Service Fund	General Bonded Debt Outstanding: Total	Percentage of Estimated Actual Taxable Value of Property	Per Capita
2013 [1]	-	-	-	0.00%	-
2014 [1]	-	-	-	0.00%	-
2015 [1]	-	-	-	0.00%	-
2016	-	-	-	0.00%	-
2017	-	-	-	0.00%	-
2018	-	-	-	0.00%	-
2019	-	-	-	0.00%	-
2020	-	-	-	0.00%	-
2021	-	-	-	0.00%	-
2022	-	-	-	0.00%	-

Note: When applicable, details regarding the Village's outstanding debt can be found in the notes to the financial statements.

[1] *The Village of Estero was incorporated December 31, 2014. Therefore, fiscal year 2015 was the first year of operations, Ten-year historic data will be accumulated and reflected in future year's financial statements.*

Village of Estero, Florida

Direct And Overlapping Governmental Activities Debt

As of September 30, 2022

Schedule 11

Governmental Unit	Debt Outstanding	Estimated Percentage Applicable	Estimated Share of Overlapping Debt
Debt repaid with property taxes			
Lee County	$ 171,870,000 [1]	7.5% [2]	$ 12,890,250
Village direct debt			-
Total direct and overlapping debt			$ 12,890,250

[1] *Lee County Clerk of Court, Finance Division*

[2] *Determined by dividing:*

"Total Taxable Assessed Valuation" from Schedule 5	$ 7,190,253,638
by the "Total Taxable Assessed Value" of Lee County	$ 96,000,834,000

[3] *See Schedule 9 herein.*

[4] *Lee County Property Appraiser*

Village of Estero, Florida
Legal Debt Margin Information
Last Ten Fiscal Years

Schedule 12

	2013 [1]	2014 [1]	2015	2016	2017	2018	2019	2020	2021	2022
Legal debt limit [2]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total net debt applicable to limit	-	-	153,500	-		-	19,231,584	17,590,289	16,919,830	-
Legal debt margin	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total net debt applicable to the limit as a percentage of debt limit	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

[1] *The Village of Estero was incorporated December 31, 2014. Therefore, fiscal year 2015 is the first year of operations. There is no legal debt limit established by the Village.*

[2] *No legal debt limit has been established for the Village.*

Village of Estero, Florida
Demographic And Economic Statistics
Last Ten Fiscal Years

Schedule 13

Fiscal Year	Population Village of Estero [3]	Population Lee County [3]	Lee County [2] Total Personal Income (in thousands) [4]	Village of Estero Per Capita Personal Income [5]	Village of Estero Median Age [5]	Lee County [2] School Enrollment *(2)*	Lee County [2] Unemployment Rate [6]
2013 [1]	-	-	-	-	-	79,446	-
2014 [1]	-	-	-	-	-	79,446	-
2015 [1]	30,118	665,562	29,096,374	43,717	60.2	79,446	5.1%
2016	30,565	680,255	29,738,708	43,717	60.2	79,446	4.5%
2017	30,945	698,185	35,534,824	50,896	60.2	79,446	4.6%
2018	31,806	713,618	37,787,500	52,952	61.0	79,446	4.0%
2019	32,412	734,890	39,146,855	53,269	61.7	79,446	3.4%
2020	33,120	750,493	40,284,963	53,678	64.2	95,578	6.4%
2021	37,213	782,579	46,647,969	59,608	65.8	95,023	4.0%
2022	37,842	802,178	50,725,726	63,235	59.9	97,264	3.0%

[1] *The Village of Estero was incorporated December 31, 2014. Therefore, fiscal year 2015 was the first year of operations; however, property taxes were not assessed by the Village of Estero until fiscal year 2016. Ten-year historic data will be accumulated and reflected in future year's financial statements. 2015 report originally issued contained data for Lee County and was subsequently been updated as Village of Estero data has become available for comparative purposes.*

Data Sources:

[2] *Village of Estero statistics unattainable.*

[3] *The Florida Legislature Office of Economic and Demographic Research, University of Florida.*

[4] *Determined by multiplying population by per capita income.*

[5] *Lee County Economic Development, Community Profile for 2015 as data is updated every five years.*

[6] *Data for all years is for Lee County as Village of Estero statistics were unobtainable. Lee County, Florida Department of Economic Opportunity.*

Village of Estero, Florida

Principal Employers [2]

Current Fiscal Year and Nine Fiscal Years Ago

Schedule 14

	2022			2013 [1]		
Employer	Employees	Rank	Percentage of Total County Employment	Employees	Rank	Percentage of Total County Employment
Lee Memorial Health Systems	14,028	1	4.04%			
Lee County School District	11,003	2	3.17%			
Publix Super Markets	4,624	3	1.33%			
Wal-Mart Corporation	3,467	4	1.00%			
Lee County Administration	2,696	5	0.78%			
City of Cape Coral	1,858	6	0.54%			
Gartner, Inc.	1,819	7	0.52%			
Lee County Sheriff's Office	1,564	8	0.45%			
Chico's FAS Inc.	1,532	9	0.44%			
McDonald's	1,522	10	0.44%			
Total	44,113		12.71%	-		0.00%

Source: Lee County Clerk of Court & Lee County Economic Development Office.

[1] *The Village of Estero was incorporated December 31, 2014. Therefore, fiscal year 2015 was the first year of operations. Ten-year historic data will be accumulated and reflected in future year's financial statements as data becomes available.*

[2] *Information listed is for Lee County as statistics for Village of Estero are unavailable.*

[3] *Lee County Economic Development was not able to update this data for FY 2022.*

Village of Estero, Florida

Full-Time Equivalent Village Government Employees by Function

Last Ten Fiscal Years

Schedule 15

	Full-time Equivalent Employees as of September 30									
	2013 [1]	2014 [1]	2015	2016	2017	2018	2019	2020	2021	2022
Function										
General Government	-	-	5.0	7.0	8.5	10.5	11.0	12.0	12.0	12.0
Total	-	-	5.0	7.0	8.5	10.5	11.0	12.0	12.0	12.0

Source: Village of Estero Annual Budget as amended.

[1] The Village of Estero was incorporated December 31, 2014. Therefore, fiscal year 2015 was the first year of operations. Ten-year historic data will be accumulated and reflected in future year's financial statements.

Village of Estero, Florida
Operating Indicators By Function [2]
Last Ten Fiscal Years

Schedule 16

	Fiscal Year									
	2013 [1]	2014 [1]	2015 [2]	2016 [2]	2017 [2]	2018 [2]	2019 [2]	2020 [2]	2021 [2]	2022 [2]
Function										
General Government	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-

Note: Operating Indicators are not available for General Government function.

Source: Various Village of Estero Departments

[1] *The Village of Estero was incorporated December 31, 2014. Therefore, fiscal year 2015 was the first year of operations. Ten-year historic data will be accumulated and reflected in future year's financial statements.*

[2] *The Village does not maintain Operating Indicators by Function; therefore, data is not available.*

Village of Estero, Florida
Capital Asset Statistics By Function [2]
Last Ten Fiscal Years

Schedule 17

	Fiscal Year									
	2013 [1]	2014 [1]	2015 [2]	2016 [2]	2017 [2]	2018 [2]	2019 [2]	2020 [2]	2021 [2]	2022 [2]
Function										
General Government	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-

[1] *The Village of Estero was incorporated December 31, 2014. Therefore, fiscal year 2015 was the first year of operations. Ten-year historic data will be accumulated and reflected in future year's financial statements.*

[2] *The Village does not maintain Capital Asset Statistics by Function; therefore, data is not available.*

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Single Audit Report



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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF BASIC FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Village Council
Village of Estero
9401 Corkscrew Palms Circle
Estero, Florida 33928

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America, the basic financial statements of the governmental activities, each major fund and the non-major fund of the Village of Estero (the "Village") as of and for the year ended September 30, 2022, and the related notes to the financial statements which collectively comprise the Village's basic financial statements as listed in the table of contents and have issued our report thereon dated June 7, 2023.

Internal Control Over Financial Reporting
In planning and performing our audit of the financial statements, we considered the Village's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, we do not express an opinion on the effectiveness of the Village's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a

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material misstatement of the basic financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses, as defined previously. However, material weaknesses may exist have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Village of Estero's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed an instance of noncompliance that is required to be reported under Government Auditing Standards. The instance of noncompliance noted is disclosed in our Independent Auditor's Report to Management.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Village's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Tuscan & Company, P.A.

TUSCAN & COMPANY, P.A.
Fort Myers, Florida
June 7, 2023

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INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES

Village Council
Village of Estero
9401 Corkscrew Palms Circle
Estero, Florida 33928

We have examined the Village of Estero's compliance with Section 218.415, Florida Statutes, regarding the investment of public funds during the year ended September 30, 2022. Management is responsible for the Village of Estero's compliance with those requirements. Our responsibility is to express an opinion on the Village of Estero's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Village of Estero's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Village of Estero's compliance with specified requirements.

In our opinion, the Village of Estero complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2022.

This report is intended solely for the information and use of the Village of Estero, management and the Auditor General, State of Florida, and is not intended to be and should not be used by anyone other than these specified parties.

Tuscan & Company, P.A.

TUSCAN & COMPANY, P.A.
Fort Myers, Florida
June 7, 2023

76

VILLAGE OF ESTERO, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended September 30, 2022

Grantor Agency/Program Title	Federal CFDA/ Number		Grantor's Number	Federal Expenditures
FEDERAL AGENCY				
U.S. Department of Treasury				
TYPE A - MAJOR				
Passed through State of Florida				
Division of Emergency Management				
Coronavirus State and Local Fiscal Recovery Funds	21.027		Y5078	$ 4,709,977
U.S. Department of Housing and Urban Development				
TYPE B - NON MAJOR				
Passed through Lee County, Department of Human and Veteran Service				
Community Development Block Grant	14.218	(1)	9108	29,673
TOTAL FEDERAL FINANCIAL AWARDS				$ 4,739,650

(1) Part of CDBG - Entitlement Grants Cluster

VILLAGE OF ESTERO, FLORIDA
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended September 30, 2022

NOTE A - BASIS OF PRESENTATION

The Schedule of Expenditures of Federal Awards has been prepared on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America and is in accordance with the provisions of the OMB Uniform Guidance.

Expenditures reported on the Schedule of Expenditures of Federal Awards include cash disbursements, whether capitalized or expensed, during the fiscal year as well as grant related amounts recorded as payable at year end. Revenues reported on the Schedule of Expenditures of Federal Awards include cash receipts, whether recognized or deferred, as well as grant receivables recorded at year end.

NOTE B - INDIRECT COSTS

The Village did not routinely allocate indirect costs to Federal Awards. Costs charged to such programs were direct costs.

The Village has elected not to use the 10% de minimus indirect cost rate allowed under the Uniform Guidance.

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Independent Auditor's Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance

Village Council
Village of Estero
9401 Corkscrew Palms Circle
Estero , Florida 33928

Report on Compliance for Each Major Federal Program
We have audited Village of Estero's (the "Village") compliance with the types of compliance requirements described in the OMB Compliance Supplement, as applicable, that could have a direct and material effect on each of Village of Estero's major federal program for the year ended September 30, 2022. Village of Estero's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility
Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its major federal program.

Auditor's Responsibility
Our responsibility is to express an opinion on compliance for the Village of Estero's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America; and audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" ("Uniform Guidance"). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Village of Estero's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Village of Estero's compliance with those requirements.

Opinion on Each Major Federal Program
In our opinion, Village of Estero's complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2022.

Report on Internal Control Over Compliance
Management of Village of Estero is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Village of Estero's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Village of Estero's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Purpose of the Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Tuscan & Company, P.A.

TUSCAN & COMPANY, P.A.
Fort Myers, Florida
June 7, 2023

VILLAGE OF ESTERO, FLORIDA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS - FEDERAL AWARDS
Year ended September 30, 2022

Section I – Summary of Auditor's Results

Financial Statements

Type of auditor's report issued			Unmodified	
Internal control over financial reporting:				
Control deficiency(ies) identified?		Yes	X	No
Significant deficiency(ies) identified?		Yes	X	No
Material weakness(es) identified?		Yes	X	None reported
Noncompliance material to financial statements noted?		Yes	X	No

Federal Awards

Internal control over major programs:				
Control deficiency(ies) identified?		Yes	X	No
Significant deficiency(ies) identified?		Yes	X	No
Material weakness(es) identified?		Yes	X	None reported
Type of auditors report issued on compliance for major programs			Unmodified	
Any audit findings disclosed that are required to be reported in accordance with 2 CFR, Section 200.516(a)?		Yes	X	No

Identification of major programs (Type A):

CFDA Number(s)	Name of Federal Program or Cluster
	U.S. Department of Treasury
21.027	Coronavirus State and Local Fiscal Recovery Funds

Dollar threshold used to distinguish between Type A and Type B programs: Threshold used was $750,000.

Auditee qualified as low-risk auditee?		Yes	X	No

VILLAGE OF ESTERO, FLORIDA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS - FEDERAL AWARDS
Year ended September 30, 2022

Listing of Subrecipients and matching amounts passed-through:

None - not applicable

Section II- Financial Statement Findings
There were no deficiencies, material weaknesses, or instances of noncompliance related to the financial statements.

Section III- Federal Award Findings and Questioned Costs
There were no audit findings related to Federal Awards required to be reported by 2 CFR, Section 200.516(a).

Section IV- Status of Federal Prior Year Findings
There were no prior year findings as no Federal Single Audit was required.

TUSCAN
& Company, PA
Certified Public Accountants & Consultants

Affiliations
Florida Institute of Certified Public Accountants
American Institute of Certified Public Accountants
Private Companies Practice Section
Tax Division

Independent Auditor's Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance

Village Council
Village of Estero
9401 Corkscrew Palms Circle
Estero , Florida 33928

Report on Compliance for Each Major Federal Program
We have audited Village of Estero's (the "Village") compliance with the types of compliance requirements described in the OMB Compliance Supplement, as applicable, that could have a direct and material effect on each of Village of Estero's major federal program for the year ended September 30, 2022. Village of Estero's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility
Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its major federal program.

Auditor's Responsibility
Our responsibility is to express an opinion on compliance for the Village of Estero's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America; and audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" ("Uniform Guidance"). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Village of Estero's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Village of Estero's compliance with those requirements.

Opinion on Each Major Federal Program
In our opinion, Village of Estero's complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2022.

Report on Internal Control Over Compliance
Management of Village of Estero is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Village of Estero's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Village of Estero's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Purpose of the Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Tuscan & Company, P.A.

TUSCAN & COMPANY, P.A.
Fort Myers, Florida
June 7, 2023

Village of ESTERO

Joanne Ribble
Vice Mayor
District One

Larry Fiesel
District Two

Jon McLain
Mayor
District Three

Lori Fayhee
District Four

Rafael Lopez
District Five

Jim Ward
District Six

George Zalucki
District Seven

Steve Sarkozy
Village Manager

Robert M.
Eschenfelder, Esq.
Village Attorney

June 14, 2023

Tuscan & Company, PA
12621 World Plaza Lane, Building 55
Fort Myers, FL 33907

Re: **Management Letter for Fiscal Year Ended September 30, 2022**

This letter will confirm receipt of your management letter reviewed by us.

Current Year Comment: During the audit, we noted that the Village had expenditures in excess of its final approved budget in two funds; the building fund and the driving range fund. Florida Statute Chapter 166.241 (2) prohibits such excess expenditures.

We recommend the Village budget its audited carryforward in each fund which will provide a contingency and help to eliminate the potential of an over expenditure. Alternately, expenditures in excess of budget should be monitored and avoided.

Management's Response: At the completion of each annual fiscal year financial audit, the Village will adopt a mid-year budget amendment which will include the audited carryforward in each fund.

Steven R. Sarkozy
Village Manager

Kevin Greenville, CPA
Village Finance Director

Village of ESTERO

June 14, 2023

Joanne Ribble
Vice Mayor
District One

Larry Fiesel
District Two

Jon McLain
Mayor
District Three

Lori Fayhee
District Four

Rafael Lopez
District Five

Jim Ward
District Six

George Zalucki
District Seven

Steve Sarkozy
Village Manager

Robert M.
Eschenfelder, Esq.
Village Attorney

BEFORE ME, the undersigned authority, personally appeared Steven Sarkozy, who being duly sworn, deposes and says on oath that:

1. I am the Village Manager of the Village of Estero which is a local government entity of the State of Florida;

2. The governing body of the Village of Estero adopted Ordinance No. 2018-09 and No. 2018-10 implementing an impact fee: and

3. The Village of Estero has complied and, as of the date of this Affidavit, remains in compliance with Section 163.31801, Florida Statutes.

FURTHER AFFIANT SAYETH NAUGHT.

Steve Sarkozy
Village Manager, in lieu of Chief Financial Officer

STATE OF FLORIDA
COUNTY OF LEE

SWORN TO AND SUBSCRIBED before me this 15 day of June 2023.

Carolin Sacco
Notary Public

Print Name: Carolin Sacco

Personally known ✓ or produced identification _____

Type of identification produced:
Known to me

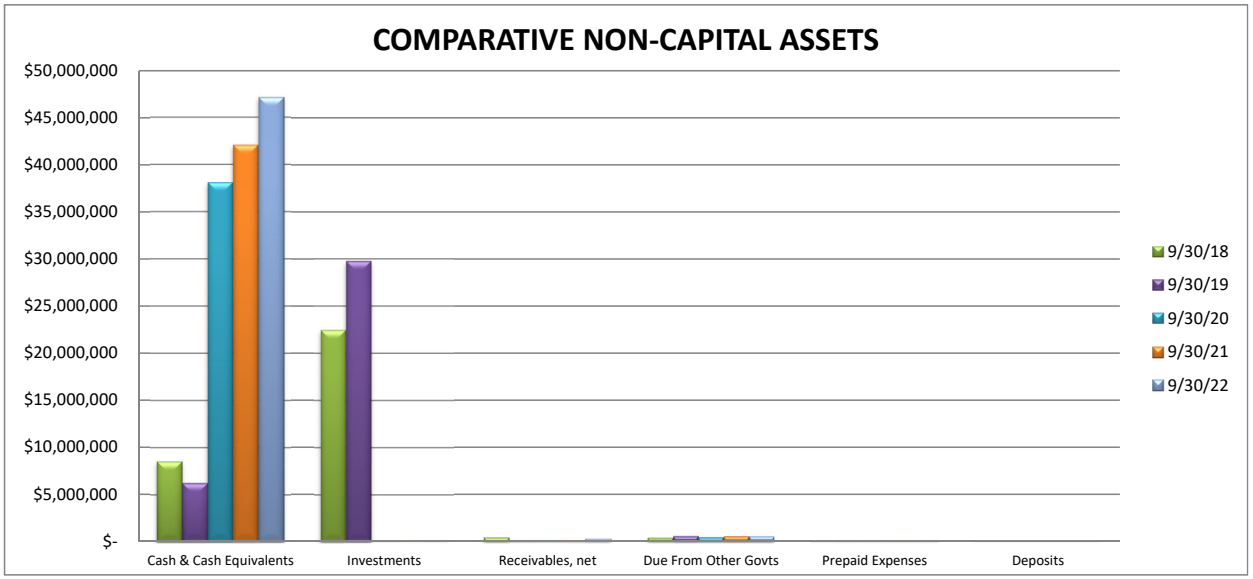
My Commission Expires:
11/28/2024

Notary Public State of Florida
Carolin Sacco
My Commission HH 048942
Expires 11/28/2024

VILLAGE OF ESTERO

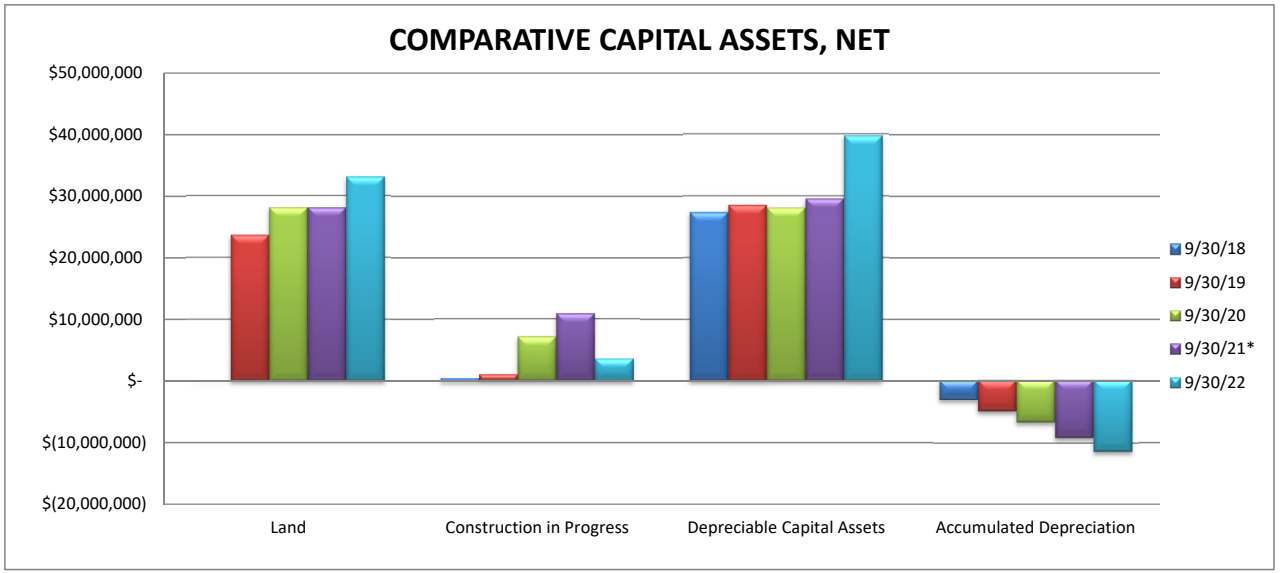
COMPARATIVE SUMMARY OF NON-CAPITAL ASSETS

September 30, 2018, 2019, 2020, 2021 & 2022



	9/30/18	9/30/19	9/30/20	9/30/21	9/30/22	Increase (Decrease)	% Inc (Dec)
Cash & Cash Equivalents	$ 8,547,937	$ 6,272,913	$ 38,125,325	$ 42,084,415	$ 47,124,858	**5,040,443**	**12%**
Investments	22,466,495	29,768,612	24,676	24,713	24,925	**212**	**1%**
Receivables, net	438,668	199,410	202,927	214,217	316,306	**102,089**	**48%**
Due From Other Govts	377,852	531,916	429,666	489,373	503,699	**14,326**	**3%**
Prepaid Expenses	51,024	76,484	77,146	87,252	93,568	**6,316**	**7%**
Deposits	14,633	14,633	15,201	14,945	14,625	**(320)**	**(2%)**
Total Non-Capital Assets	**$ 31,896,609**	**$ 36,863,968**	**$ 38,874,941**	**$ 42,914,915**	**$ 48,077,981**	**$ 5,163,066**	**12%**

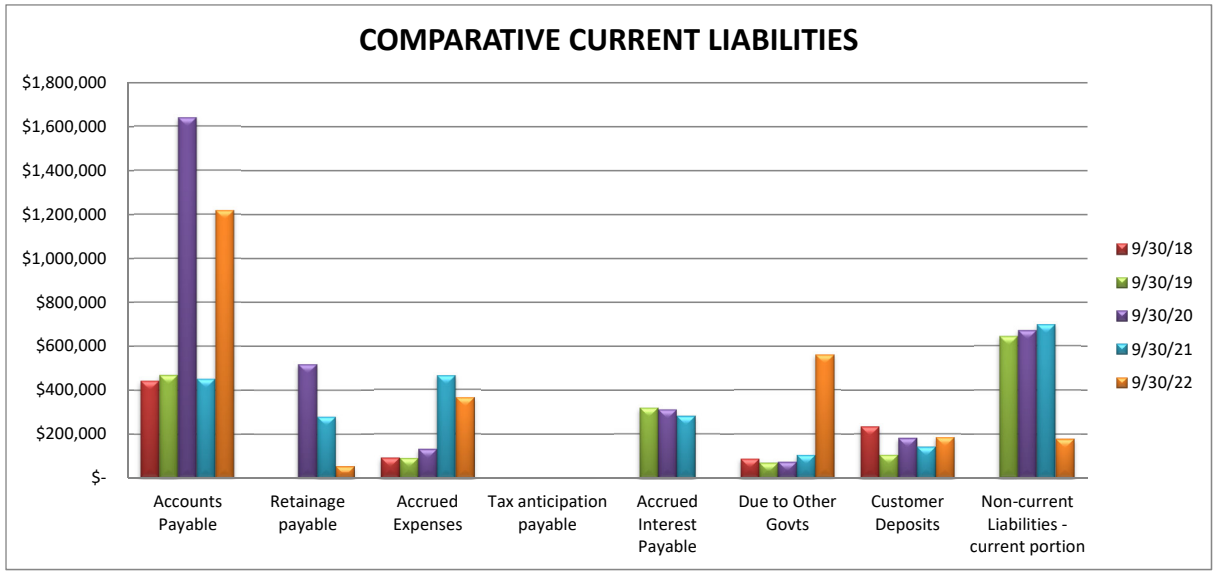
VILLAGE OF ESTERO
COMPARATIVE SUMMARY OF CAPITAL ASSETS, NET
September 30, 2018, 2019, 2020, 2021 & 2022



	9/30/18	9/30/19	9/30/20	9/30/21*	9/30/22	Increase (Decrease)	% Inc (Dec)
Land	$ -	$ 23,641,689	$ 28,092,646	$ 28,092,646	$ 33,063,072	**$ 4,970,426**	**18%**
Construction in Progress	527,742	1,111,454	7,197,119	10,890,386	3,654,646	**(7,235,740)**	**(66%)**
Depreciable Capital Assets	27,385,746	28,523,902	28,073,772	29,558,207	39,769,477	**10,211,270**	**35%**
Accumulated Depreciation	(3,114,525)	(4,956,453)	(6,727,541)	(9,186,819)	(11,365,641)	**(2,178,822)**	**24%**
Total Capital Assets, Net	**$ 24,798,963**	**$ 48,320,592**	**$ 56,635,996**	**$ 59,354,420**	**$ 65,121,554**	**$ 5,767,134**	**10%**

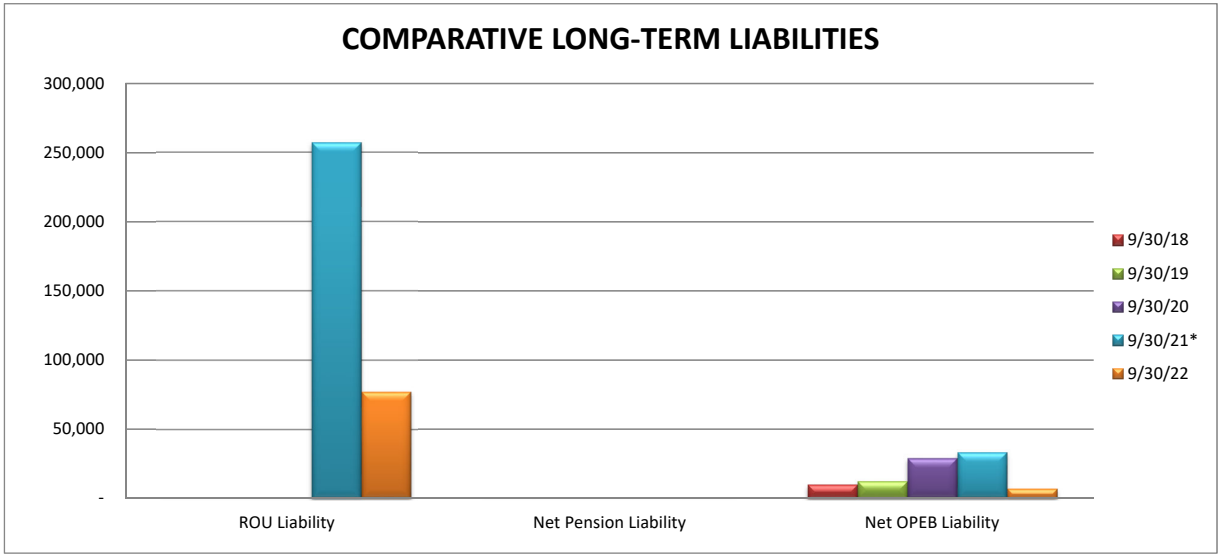
*Restated GASB 87

VILLAGE OF ESTERO
COMPARATIVE SUMMARY OF CURRENT LIABILITIES
September 30, 2018, 2019, 2020, 2021 & 2022



CURRENT LIABILITIES	9/30/18	9/30/19	9/30/20	9/30/21	9/30/22	Increase (Decrease)	% Inc (Dec)
Accounts Payable	$ 443,126	$ 469,635	$ 1,639,470	$ 452,108	$ 1,218,632	**$ 766,524**	**170%**
Retainage payable	-	-	517,536	280,540	55,169	**(225,371)**	**(80%)**
Accrued Expenses	93,205	92,362	132,377	463,632	365,718	**(97,914)**	**(21%)**
Tax anticipation payable	-	-	-	-	-	**-**	**N/A**
Accrued Interest Payable	-	318,401	310,166	281,571	-	**(281,571)**	**(100%)**
Due to Other Govts	89,065	70,644	74,703	106,302	558,737	**452,435**	**426%**
Customer Deposits	234,188	106,739	182,171	143,025	186,161	**43,136**	**30%**
Non-current Liabilities - current portion	-	644,610	670,459	697,344	179,721	**(517,623)**	**(74%)**
Subtotal	$ 859,584	$ 1,702,391	$ 3,526,882	$ 2,424,522	$ 2,564,138	$ 139,616	**6%**

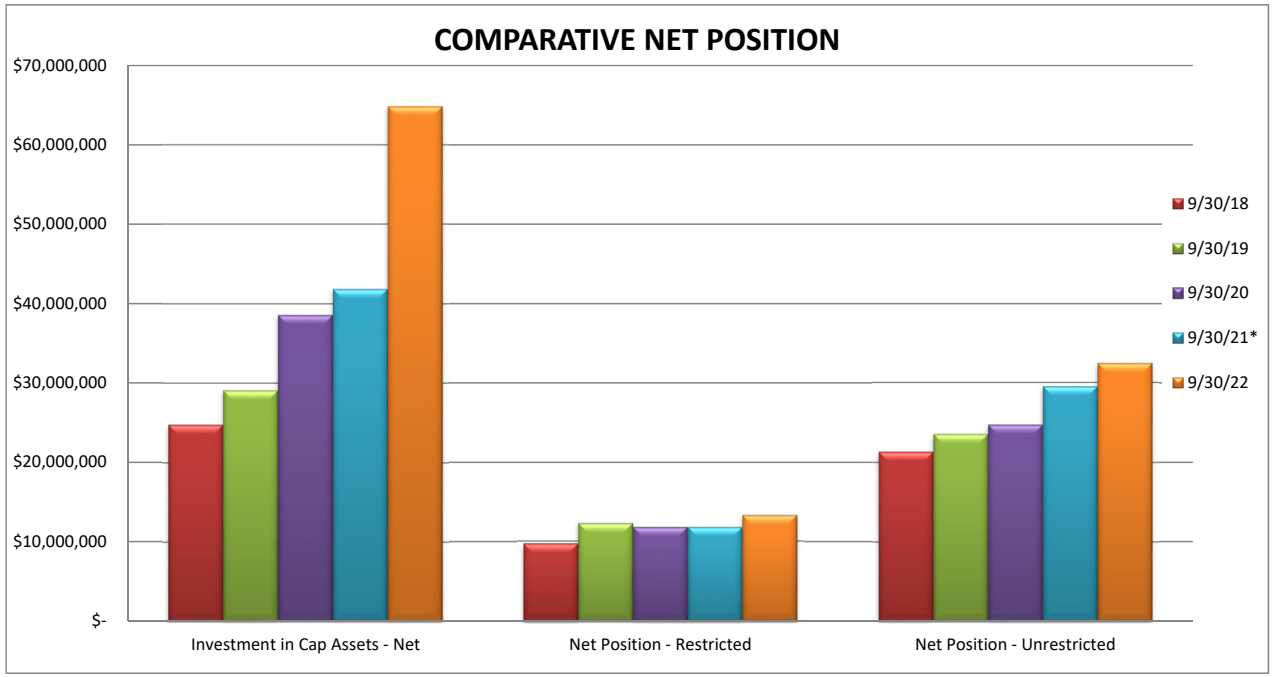
VILLAGE OF ESTERO
COMPARATIVE SUMMARY OF LONG-TERM LIABILITIES
September 30, 2018, 2019, 2020, 2021 & 2022



LONG-TERM LIABILITIES	9/30/18	9/30/19	9/30/20	9/30/21*	9/30/22	Increase (Decrease)	% Inc (Dec)
Debt Long Term	$ -	$ 18,586,974	$ 16,919,830	$ 16,222,486	$ -	**$ (16,222,486)**	**(100%)**
ROU Liability	-	-	-	257,039	77,318	(179,721)	**(70%)**
Net Pension Liability	-	-	-	-	-	-	**N/A**
Net OPEB Liability	10,160	12,628	28,740	32,928	7,292	**(25,636)**	**(78%)**
Subtotal	**$ 10,160**	**$ 18,599,602**	**$ 16,948,570**	**$ 16,512,453**	**$ 84,610**	**$ (16,427,843)**	**(99%)**
Current Portion of LT Debt	-	644,610	670,459	869,101	179,721		
Total Long-term Liabilities	**$ 10,160**	**$ 19,244,212**	**$ 17,619,029**	**$ 17,381,554**	**$ 264,331**		

*Restated GASB 87

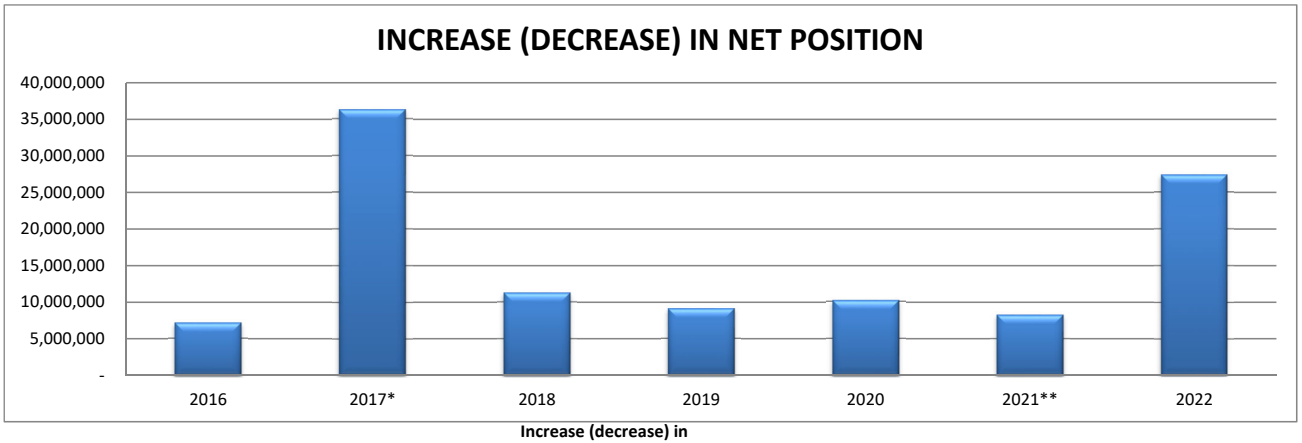
VILLAGE OF ESTERO
COMPARATIVE SUMMARY OF NET POSITION
September 30, 2018, 2019, 2020, 2021 & 2022



NET POSITION	9/30/18	9/30/19	9/30/20	9/30/21*	9/30/22	Increase (Decrease)	% Inc (Dec)
Investment in Cap Assets - Net	$ 24,798,963	$ 29,089,008	$ 38,568,728	$ 41,861,098	$ 64,858,901	**$ 22,997,803**	**55%**
Net Position - Restricted	9,714,291	12,243,096	11,742,357	11,753,713	13,236,213	**1,482,500**	**13%**
Net Position - Unrestricted	21,312,574	23,550,463	24,724,400	29,545,792	32,457,673	**2,911,881**	**10%**
Total Net Position	**$ 55,825,828**	**$ 64,882,567**	**$ 75,035,485**	**$ 83,160,603**	**$ 110,552,787**	**$ 27,392,184**	**33%**

* Restated GASB 87

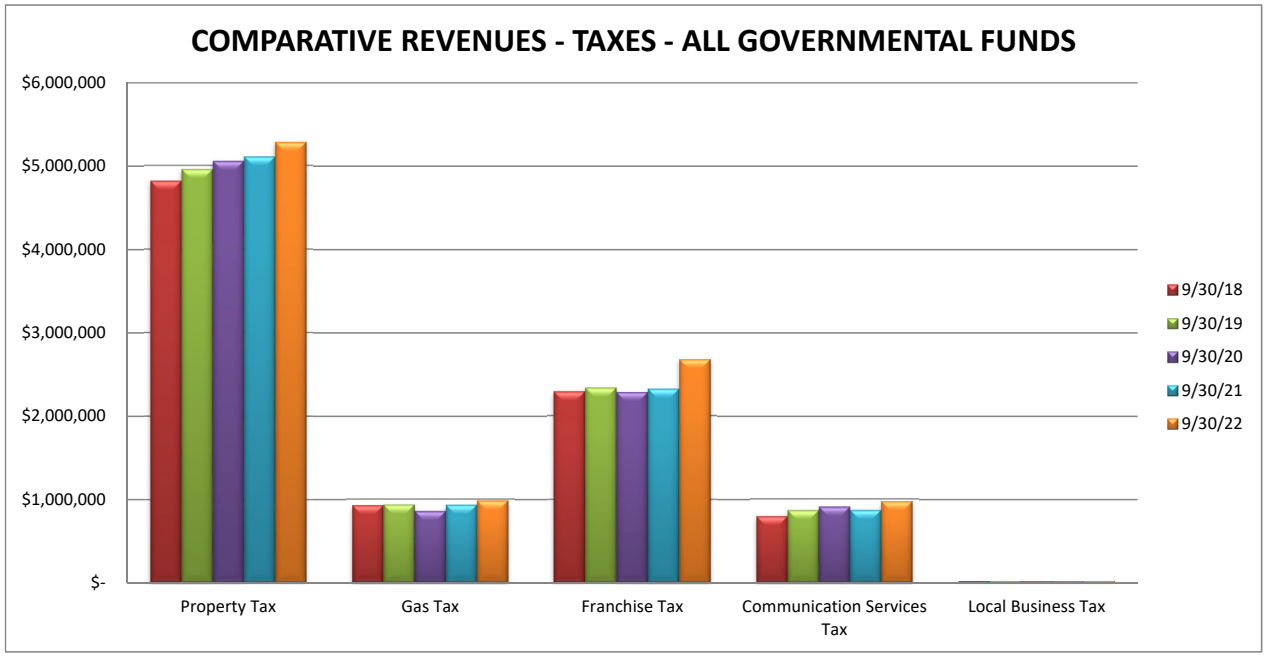
VILLAGE OF ESTERO
INCREASE (DECREASE) IN NET POSITION
Years Ended September 30, 2016 - September 30, 2022



Fiscal Year	Increase (decrease) in Net Position
2016	7,115,807
2017*	36,279,634
2018	11,258,853
2019	9,056,739
2020	10,152,918
2021**	8,260,962
2022	27,392,184

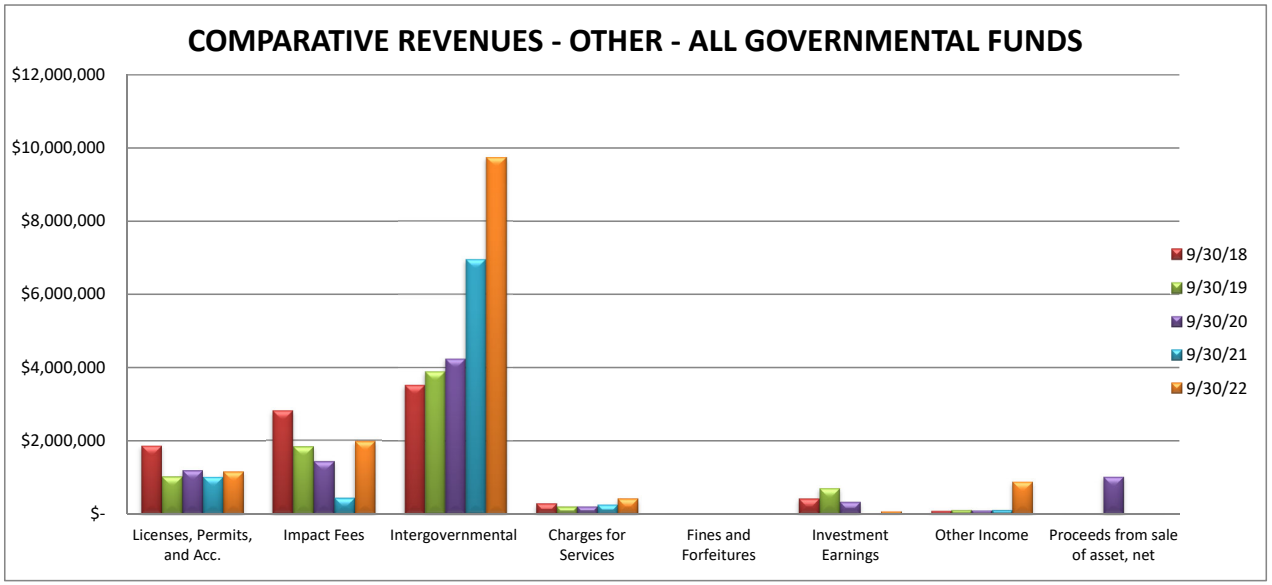
*Increase in investment in Capital Assets -Net during 9/30/17 is the result of $26,670,402 on roads and related infrastructure conveyed from Lee County
** Restated GASB 87

VILLAGE OF ESTERO **Page 7**
COMPARATIVE SUMMARY OF REVENUES - TAXES
(FUND-BASIS STATEMENTS)
Fiscal Years Ended September 30, 2018, 2019, 2020, 2021 & 2022



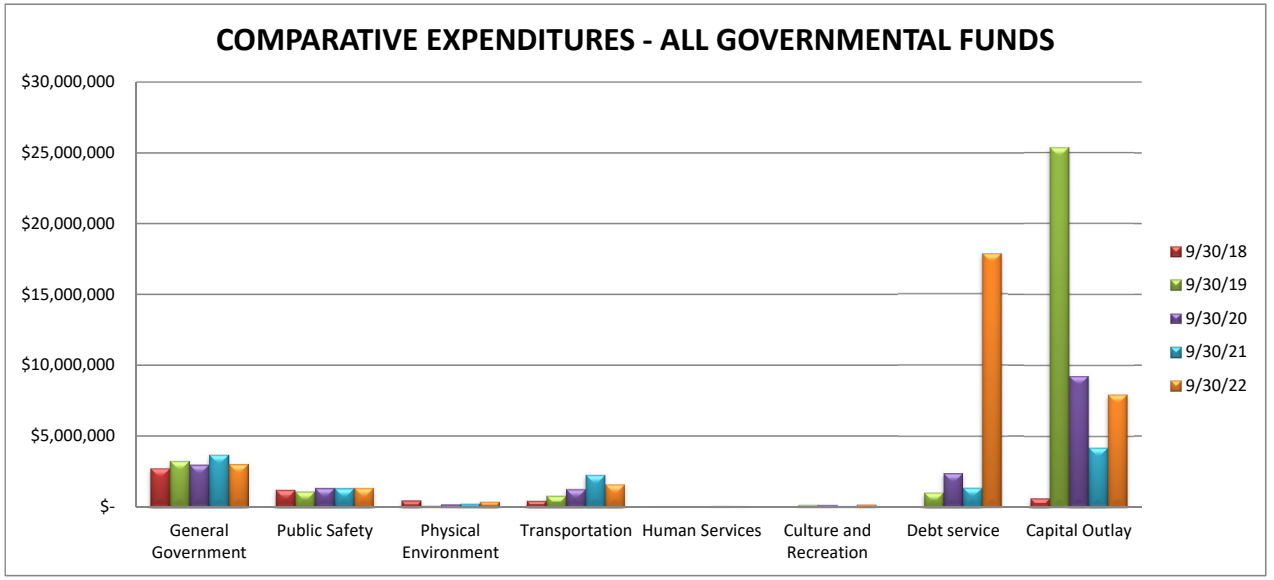
Revenues - Taxes	9/30/18	9/30/19	9/30/20	9/30/21	9/30/22	Increase (Decrease)	% Inc (Dec)
Property Tax	$ 4,819,043	$ 4,955,863	$ 5,054,886	$ 5,109,211	$ 5,280,762	**$ 171,551**	**3%**
Gas Tax	927,245	935,653	857,584	932,098	982,493	**50,395**	**5%**
Franchise Tax	2,288,523	2,333,614	2,280,032	2,319,395	2,670,762	**351,367**	**15%**
Communication Services Tax	794,969	866,260	909,318	869,653	972,497	**102,844**	**12%**
Local Business Tax	22,561	23,047	19,624	20,919	20,997	**78**	**0%**
Total	**$ 8,852,341**	**$ 9,114,437**	**$ 9,121,444**	**$ 9,251,276**	**$ 9,927,511**	**$ 676,235**	**7%**

VILLAGE OF ESTERO **Page 8**
COMPARATIVE SUMMARY OF REVENUES - OTHER
(FUND-BASIS STATEMENTS)
Fiscal Years Ended September 30, 2018, 2019, 2020, 2021 & 2022



Revenues - Other	9/30/18	9/30/19	9/30/20	9/30/21	9/30/22	Increase (Decrease)	% Inc (Dec)
Licenses, Permits, and Acc.	$ 1,854,018	$ 1,020,666	$ 1,187,400	$ 1,011,429	$ 1,152,046	**$ 140,617**	**14%**
Impact Fees	2,802,274	1,830,982	1,432,917	441,935	1,977,097	**1,535,162**	**347%**
Intergovernmental	3,522,911	3,894,401	4,241,552	6,955,483	9,742,576	**2,787,093**	**40%**
Charges for Services	279,144	195,212	200,901	250,390	402,803	**152,413**	**61%**
Fines and Forfeitures	543	790	920	543	330	**(213)**	**(39%)**
Investment Earnings	407,796	680,027	319,602	8,284	69,708	**61,424**	**741%**
Other Income	89,784	106,363	102,570	107,636	879,952	**772,316**	**718%**
Proceeds from sale of asset, net	-	-	996,685	-	-	**-**	**N/A**
Capital contributions	-	-	89,307	290,954	53,695	**(237,259)**	**(82%)**
Total Revenues	**$ 8,956,470**	**$ 7,728,441**	**$ 8,571,854**	**$ 9,066,654**	**$ 14,278,207**	**$ 5,211,553**	**57%**

VILLAGE OF ESTERO **Page 9**
COMPARATIVE SUMMARY OF EXPENDITURES
(FUND-BASIS STATEMENTS)
Fiscal Years Ended September 30, 2018, 2019, 2020, 2021 & 2022



Expenditures	9/30/18	9/30/19	9/30/20	9/30/21	9/30/22	Increase (Decrease)	% Inc (Dec)
General Government	$ 2,737,183	$ 3,225,843	$ 2,964,950	$ 3,664,593	$ 3,009,102	**$ (655,491)**	**(18%)**
Public Safety	1,177,337	1,064,991	1,305,996	1,285,350	1,315,941	**30,591**	**2%**
Physical Environment	433,352	112,001	191,691	241,108	359,372	**118,264**	**49%**
Transportation	457,090	784,925	1,243,529	2,216,002	1,567,819	**(648,183)**	**(29%)**
Human Services	22,756	33,879	37,932	49,523	41,972	**(7,551)**	**(15%)**
Culture and Recreation	-	129,032	128,094	71,846	147,655	**75,809**	**106%**
Debt service	-	1,058,288	2,411,883	1,391,072	17,852,397	**16,461,325**	**1183%**
Capital Outlay	642,901	25,371,816	9,247,823	4,225,884	7,945,956	**3,720,072**	**88%**
Total Expenditures	**$ 5,470,619**	**$ 31,780,775**	**$ 17,531,898**	**$ 13,145,378**	**$ 32,240,214**	**$ 19,094,836**	**145%**