

VILLAGE OF ESTERO
VILLAGE COUNCIL MEETING
PACKET
OCTOBER 18, 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

October 18, 2023, 09:30 am

1. CALL TO ORDER

INVOCATION

Pastor Charlie Memoli Christ Community Ministries

PLEDGE OF ALLEGIANCE

ROLL CALL

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

3. PUBLIC COMMENT ON NON-AGENDA ITEMS

4. CONSENT AGENDA

a. October 4, 2023 Council Budget Meeting Minutes

Attachment: 10042023 minutes.pdf

b. Financial Report Month ended August 2023

Attachment: SS Monthly Financial Report 08302023.pdf
Attachment: Village Council Report 08.23.23.pdf

c. Agreement Number: SA-52512 Agreement for Waiver of Local Match Requirement for Public Assistance for Hurricane Ian and Hurricane Nicole (SB4A Waiver)

Attachment: Summary Sheet.pdf
Attachment: Agreement Number SA-52512.pdf

5. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

6. ACTION ITEMS

a. Resolution No. 2023-27 Adoption of Revisions to Council Rules of Procedure

A Resolution of the Village Council of the Village of Estero, Florida, Adopting Revised Council Rules of Procedure; Making Related Findings; Providing for Severability and for an Effective Date.

Recommended Action
Motion to Adopt Resolution No. 2023-27

Financial Impact
N/A

Attachment: SS Adopt Council Procedures.pdf
Attachment: Res No 2023-27 Estero Council Procedures Adopt.pdf
Attachment: VC Rules of Procedure th 2023 w Revisions.pdf

b. 8801 Corkscrew Road Structure 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 8801 Corkscrew Rd Struct Demo RFB 2023-04.pdf
Attachment: 1 Loc Map.pdf
Attachment: 2 Southwest Builders Bid.pdf
Attachment: 3 Contract.pdf
Attachment: 4 Vendor Disclosure Form.pdf
Attachment: 5. Picture of Building.pdf
Attachment: 6 CRAS Estero on the River.pdf
Attachment: 7 Resolution 2023-02 Demo of structure on Corkscrew Rd.pdf

c. Legislative Priorities

Attachment: Info to follow.pdf

7. SECOND READING AND PUBLIC HEARING

a. Ordinance No. 2023-07 Habitat Community Development District

An Ordinance of the Village Council of the Village of Estero, Florida Consenting to the Exercise by the Board of Supervisors of Habitat Community Development District of Certain Additional Powers Relating to Security; Providing for Conflict, Severability, and an Effective Date.

Recommended Action
Motion to approve Ordinance No. 2023-07.

Financial Impact
No financial impact to Village as all costs associated with increased security will be funded by the CDD.

Attachment: SS Ord No 2023-07 Havitat CD Dist.pdf
Attachment: 1 BellaTerra_LocationMap.pdf
Attachment: 2 Habitat CDD Ordinance 2023-07.pdf
Attachment: 3 Applicant_s Request.pdf
Attachment: 4 HAB - Resolution 2023-07 _Village_.pdf
Attachment: 5 Ordinance 03-10.pdf

8. PUBLIC COMMENT ON NON-AGENDA ITEMS

9. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

10. VILLAGE ATTORNEY'S REPORT

11. VILLAGE MANAGER'S REPORT

12. ADJOURNMENT

General Attachments

- Transcript.pdf

VILLAGE OF ESTERO COUNCIL MEETING
WEDNESDAY, OCTOBER 18, 2023, 9:30 A.M.

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

09:31:05 >>Mayor McLain: GOOD MORNING.
09:31:07 I'D LIKE TO CALL THE OCTOBER 18th, 9:30 VILLAGE OF
09:31:12 ESTERO'S MEETING.
09:31:15 AND I WOULD LIKE TO REMIND EVERYBODY THAT'S HERE TO PLEASE
09:31:19 TURN OFF YOUR CELL PHONES OR OTHER BUZZERS THAT YOU MIGHT
09:31:22 HAVE.
09:31:22 AND I'D LIKE TO REMIND ALL COUNCIL MEMBERS TO, WHEN YOU DO
09:31:27 SPEAK, TO COME UP TO THE MICROPHONE SO WE CAN RECORD YOU
09:31:31 KIND OF EVENLY.
09:31:32 WHEN WE GO BACK AND FORTH, I THINK THE VIDEOS BECOME WEAK
09:31:37 EVERY ONCE IN A WHILE.
09:31:39 I WOULD LIKE TO WELCOME EVERYONE TO OUR MEETING.
09:31:41 AND I WOULD LIKE TO WELCOME TO YOU PARADISE, A PLACE THAT WE
09:31:44 CALL THE VILLAGE OF ESTERO.
09:31:45 SO WITHOUT ANY FURTHER ADO, WE'D LIKE TO BEGIN WITH AN
09:31:49 INVOCATION.
09:31:51 THIS MORNING WE HAVE PASTOR CHARLIE MEMOLI FROM THE CHRIST
09:31:55 COMMUNITY MINISTRIES.

09:31:56 WELCOME.
09:31:57 >> THANK YOU VERY MUCH.
09:31:58 I'M HONORED TO BE HERE.
09:32:00 OPEN UP IN PRAYER.
09:32:01 LET US START.
09:32:02 HEAVENLY FATHER, FIRST OF ALL, WE THANK YOU FOR YOUR GRACE
09:32:05 AND YOUR BLESSINGS THAT WE CAN BE HERE TOGETHER TODAY.
09:32:08 WE PRAY FOR THOSE AROUND THE WORLD WHO ARE UNDER
09:32:11 PERSECUTION.
09:32:12 MAY YOU GRANT THEM PEACE AND SAFETY.
09:32:14 BUT, LORD, WE KNOW THIS, YOU ARE SOVEREIGN IN CONTROL OF ALL
09:32:18 BECAUSE YOUR WORD TELLS US SO.
09:32:21 I WANT TO PRAY FOR COUNCILMEMBER LOPEZ THIS MORNING AND
09:32:25 FAMILY.
09:32:25 LORD, WE PRAY FOR HEALING AND SUPPORT AND FOR THOSE AROUND
09:32:28 TO COME TOGETHER, THAT YOU WILL BRING ULTIMATE HEALING AND
09:32:33 RESTORATION.
09:32:33 I WANT TO PRAY FOR THE MEETING TODAY AND THOSE WHO HAVE BEEN

09:32:36 CALLED TO REPRESENT THE COMMUNITY OF ESTERO AND THOSE IN
09:32:39 LEADERSHIP ALL AROUND THE WORLD.
09:32:41 MAY YOU GUIDE THEM IN YOUR WISDOM AND YOUR KNOWLEDGE AND
09:32:44 SHOW THEM YOUR WILL AND PLAN FOR YOUR GLORY LORD.
09:32:48 WE DO THIS ALL IN THE NAME OF JESUS CHRIST, AMEN.
09:32:52 >>Mayor McLain: THANK YOU.
09:32:53 PLEASE JOIN WITH ME IN THE PLEDGE OF ALLEGIANCE.

09:32:57 [PLEDGE OF ALLEGIANCE]
09:33:14 MADAM CLERK, WE DO HAVE A QUORUM THIS MORNING.
09:33:20 >>Carol Sacco: YES, MAYOR.
09:33:21 >>Mayor McLain: WOULD YOU PLEASE, WE DO KNOW THAT WE HAD TWO
09:33:25 ABSENCES.
09:33:26 WE KNEW THOSE AHEAD OF TIME.
09:33:28 NO SURPRISES THERE.
09:33:29 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL?
09:33:32 >>Vice-Mayor Ribble: HERE.
09:33:34 >>Mayor McLain: HERE.
09:33:37 >>Lori Fayhee: HERE.
09:33:38 >>Jim Ward: HERE.
09:33:41 >>George Zalucki: HERE.
09:33:44 >>Mayor McLain: NEXT ON THE AGENDA IS THE APPROVAL OF THE
09:33:46 AGENDA.
09:33:47 DOES ANYONE HAVE ANY ADDITIONS, DELETIONS OR CHANGES TO THE
09:33:50 AGENDA?
09:33:50 I DON'T SEE ANY, SO I'LL TAKE A MOTION TO APPROVE.
09:33:56 >>Vice-Mayor Ribble: SO MOVED.
09:33:57 >>Mayor McLain: VICE-MAYOR RIBBLE HAS MADE THE APPROVAL AND
09:34:01 COUNCILMEMBER WARD HAS SECONDED THAT.
09:34:04 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL.
09:34:07 >>Lori Fayhee: AYE.
09:34:09 >>Jim Ward: AYE.
09:34:11 >>George Zalucki: AYE.

09:34:12 >>Vice-Mayor Ribble: AYE.
09:34:13 >>Mayor McLain: AYE.
09:34:14 THE CHAIR NOW WILL TAKE PUBLIC COMMENTS ON ITEMS THAT ARE
09:34:20 NOT ON THE AGENDA.
09:34:21 IF THERE IS ANY SPEAKERS, OR IF YOU ARE GOING TO SPEAK ON
09:34:26 ANOTHER ITEM, WE'D LIKE TO HAVE YOU MAKE SURE YOU FILL OUT A
09:34:29 SPEAKER'S CARD AND THE TOPIC YOU WILL BE TALKING ABOUT AND
09:34:33 UNDERSTAND THAT IN ORDER TO KEEP THESE MEETINGS ROLLING AS
09:34:36 QUICKLY AS POSSIBLE, THE TIME LIMIT IS STRICTLY ENFORCED AT
09:34:40 THREE MINUTES.
09:34:41 WITH THAT, DO WE HAVE ANY SPEAKERS?
09:34:43 >>Carol Sacco: YES, MAYOR, WE DO.
09:34:44 WE HAVE MR. GARY ISRAEL REPRESENTING ROTARY.
09:34:50 >> GOOD MORNING.

09:34:52 I JUST WANT TO PUBLICLY ANNOUNCE TO THE VIEWERS AND SO FORTH
09:34:58 THAT WE HAVE ESTABLISHED A DATE, ACTUALLY, WE ESTABLISHED IT
09:35:01 SEVERAL MONTHS AGO AND COORDINATED IT WITH THE CHAMBER OF
09:35:03 COMMERCE SO WE DON'T HAVE TWO CONFLICTING EVENTS GOING ON AT
09:35:07 THE SAME TIME.
09:35:07 BUT OUR LIGHT UP ESTERO THIS YEAR, THE OFFICIAL CHRISTMAS
09:35:10 TREE LIGHTING CEREMONY FOR VILLAGE OF ESTERO WILL BE ON
09:35:14 SATURDAY, DECEMBER 2nd, AT THE ESTERO COMMUNITY PARK.
09:35:17 4 TO 7 P.M.
09:35:19 SOME OF THE THINGS THAT WE'VE DONE IN THE PAST, ESTERO FIRE
09:35:23 RESCUE IS PROVIDING SANTA AND MRS. CLAUS BY FIRE TRUCK.

09:35:32 FOOD TRUCKS AND BOUNCE HOUSES AND OTHER ACTIVITIES FOR THE
09:35:34 CHILDREN.
09:35:35 WE HAVE A ROTARY GROUP IN ESTERO, THREE OAKS ELEMENTARY
09:35:41 SCHOOL CALLED ROTA KIDS AND INTERACT CLUB FOR MIDDLE SCHOOL
09:35:45 STUDENTS AT THREE OAKS MIDDLE SCHOOL.
09:35:47 THEY HAVE DETERMINED A NEED IN OUR COMMUNITY FOR PET FOOD
09:35:51 AND SUPPLIES.
09:35:51 THIS ALL STEMS STILL FROM IAN AND THE FAMILIES -- THE NEED
09:35:58 IS GREAT.
09:35:58 INTERFAITH CHARITIES IS GOING BONKERS WITH THE NEEDS THAT
09:36:01 THEY ARE SATISFYING UP HERE IN SAN CARLOS PARK, AND WE'RE
09:36:06 PART OF THEIR SERVICE AREA.
09:36:07 BUT, OBVIOUSLY, FAMILIES CAN'T FEED THEMSELVES, THEY ARE
09:36:12 HAVING EVEN MORE CHALLENGES FEEDING PETS AND SO FORTH.
09:36:15 SO THEY ARE SOLICITING PET FOOD AND SUPPLIES.
09:36:19 WE ALSO WILL BE COLLECTING UNWRAPPED TOYS FOR THE ESTERO
09:36:22 FIRE RESCUE, HIGHLY SUCCESSFUL TOY DRIVE AT THE HOLIDAYS.
09:36:27 SO WE'RE HOPING THAT WE CAN MUSTER UP SOME ADDITIONAL
09:36:32 COMMUNITY SPIRIT THIS YEAR TO INVITE MORE PEOPLE OUT FROM
09:36:34 BEHIND THE GATES IN OUR COMMUNITY TO HELP US CELEBRATE AND
09:36:38 KICK OFF THE SEASON.
09:36:41 ON A SEPARATE ISSUE, IN THE ABSENCE OF COUNCILMAN LOPEZ, I
09:36:45 WANT TO MENTION THAT THE VETERANS DAY PROGRAM IS THE SUBJECT
09:36:49 MATTER OF THIS MONTH'S OCTOBER ISSUE, ESTERO LIFE MAGAZINE,
09:36:54 THE VILLAGE CONNECTION PAGE, SAVING THE DATE AND EXPLAINING

09:36:57 WHAT'S GOING ON.
09:36:58 AND WE'RE REINFORCING THAT IN MY PUBLISHER'S MESSAGE IN THE
09:37:02 NOVEMBER ISSUE.
09:37:03 HOPEFULLY WE'LL INCREASE THE TURNOUT FOR THAT AS WELL.
09:37:06 SO THANK YOU FOR YOUR TIME.
09:37:07 >>Mayor McLain: THANK YOU, GARY.
09:37:09 MADAM CLERK, DO WE HAVE OTHERS TO SPEAK?
09:37:11 >>Carol Sacco: YES.
09:37:12 MR. SHANE RILEY, REPRESENTING HIMSELF.
09:37:28 >> GOOD MORNING.

09:37:30 >> GOOD MORNING.
09:37:31 >> MY NAME IS SHANE RILEY.
09:37:33 I LIVE WITH MY FAMILY ON 9651 RIDGE RUNNER COURT IN ESTERO.
09:37:38 I'M HERE AGAIN JUST TO GET AS MANY EYES AND EARS ON THIS
09:37:44 UNFORTUNATE SITUATION.
09:37:45 SOME OF YOU HAVE RESPONDED TO MY E-MAILS.
09:37:48 I THANK YOU FOR YOUR RESPONSE.
09:37:52 I'M HERE TO JUST BRING ABOUT AN ILLEGAL COMMERCIAL BUILDING
09:37:55 IN SIZE AND AESTHETICS ON A RESIDENTIAL LOT AT 9660 ROAD
09:38:00 RUNNER COURT THAT BORDERS MY BACKYARD AND MY FAMILY AND I
09:38:05 WERE TOLD TO BRING A COMPLAINT AND LAWSUIT AGAINST THE
09:38:08 VILLAGE OF ESTERO.
09:38:10 WE WERE TOLD THIS WAS THE WAY TO RECTIFY THE ILLEGAL
09:38:14 BUILDING AND THE VILLAGE WOULD NOT CHALLENGE US.
09:38:17 NOW, UNFORTUNATELY, IN MY OPINION, THE VILLAGE ATTORNEY

09:38:21 APPEARS TO BE ARGUING AGAINST US AND IN SUPPORT OF THE
09:38:26 WRONGDOER, WHO TO MY KNOWLEDGE, HAS NOT HIRED LEGAL COUNSEL.
09:38:30 THIS IS NOT AN AFTER THE BUILDING WAS BUILT ISSUE.
09:38:36 YOUR OWN KATHERINE EASTLEY NOTED THAT IN YOUR RECORDED
09:38:41 FILES, AND MY WIFE AND I ALERTED THE STAFF AS WELL.
09:38:45 WE'VE ALWAYS FOLLOWED THE RULES AND THE LAWS HERE IN ESTERO.
09:38:48 WE LIVED HERE OVER 20 YEARS.
09:38:50 I WORK IN ESTERO.
09:38:52 MY WIFE AND I OWN A SMALL BUSINESS HERE.
09:38:54 AND WE DIDN'T DO ANYTHING WRONG.
09:38:56 WE DIDN'T BUILD AN ILLEGAL BUILDING.
09:38:57 WE DIDN'T ROUTE WATER TO OTHER PEOPLE'S PROPERTY AND FLOOD
09:39:01 THEIR YARDS.
09:39:01 BUT SOMEHOW I STAND HERE FOR MY THREE MINUTES AND I FEEL
09:39:09 LIKE THIS BUILDING AND THIS STAFF LOOKS AT MY FAMILY LIKE
09:39:12 WE'RE THE ENEMY.
09:39:14 AGAIN, WE DIDN'T DO ANYTHING WRONG.
09:39:17 WE'RE JUST WONDERING -- MAKE IT MAKE SENSE TO US.
09:39:22 WE'RE ASKING YOU, OUR COUNCIL, OUR HOA, WE'RE NOT IN A GATED
09:39:27 COMMUNITY.
09:39:27 YOU ARE OUR HOA, TO MEET, UPHOLD THE MUNICIPALITY LAWS OF
09:39:33 THE LDC AND REVOKE THIS PERMIT.
09:39:35 I'M GOING TO PASS OUT SOME PICTURES SO YOU CAN HAVE SOMEWHAT
09:39:41 OF AN IMPACT IF YOU HAVEN'T HAD A CHANCE TO DRIVE BY.
09:39:44 AGAIN, I'M JUST A REGULAR GUY HERE TRYING TO MAKE GOOD

09:39:47 DECISIONS AND JUST MAKE IT MAKE SENSE TO ME.
09:39:51 THANK YOU.
09:39:53 >>Mayor McLain: THANK YOU FOR YOUR COMMENTS.
09:39:55 MADAM CLERK, DO WE HAVE ANY OTHER SPEAKERS?
09:39:58 >>Carol Sacco: NO, MAYOR, WE DO NOT.
09:40:03 >>Mayor McLain: NEXT ON THE AGENDA IS THE CONSENT AGENDA.

09:40:06 ITEMS NUMBER 5A, B, AND C.
09:40:10 DO ANY COUNCIL MEMBERS HAVE ANY COMMENTS OR QUESTIONS
09:40:15 REGARDING THE CONSENT AGENDA?
09:40:19 IF NOT, I WOULD LIKE TO ENTERTAIN A MOTION TO APPROVE THE
09:40:27 CONSENT AGENDA.
09:40:29 >>Carol Sacco: WE HAVE NO ONE TO SPEAK.
09:40:31 >>Mayor McLain: COUNCILMAN WARD MADE THE MOTION.
09:40:34 SECONDED BY COUNCILMAN ZALUCKI.
09:40:36 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL.
09:40:41 >>George Zalucki: AYE.
09:40:42 >>Jim Ward: AYE.
09:40:44 >>Lori Fayhee: AYE.
09:40:45 >>Vice-Mayor Ribble: AYE.
09:40:46 >>Mayor McLain: AYE.
09:40:47 NEXT ON THE AGENDA IS ITEM 6A, RESOLUTION NUMBER 2023-27.
09:40:57 STEVE, WOULD YOU LIKE TO INTRODUCE THIS ITEM.
09:41:02 THE RESOLUTION SHOULD BE READ FIRST.
09:41:04 >>Carol Sacco: YES, MAYOR.
09:41:06 RESOLUTION 2023-27, A RESOLUTION OF THE VILLAGE COUNCIL OF

09:41:08 THE VILLAGE OF ESTERO, FLORIDA, ADOPTING REVISED COUNCIL
09:41:11 RULES OF PROCEDURE; MAKING RELATED FINDINGS; PROVIDING FOR
09:41:15 SEVERABILITY AND FOR AN EFFECTIVE DATE.
09:41:18 >>Mayor McLain: VILLAGE MANAGER, WOULD YOU PLEASE MAKE
09:41:24 COMMENTS?
09:41:24 >>Steven Sarkozy: AT THE LAST MEETING YOU REQUESTED SOME
09:41:27 CHANGES IN THE COUNCIL RULES OF PROCEDURE.
09:41:30 THE VILLAGE ATTORNEY HAS PREPARED THOSE, AND I WOULD ASK
09:41:35 VILLAGE ATTORNEY ESCHENFELDER TO PROVIDE A QUICK UPDATE.
09:41:40 >>Robert Eschenfelder: HOPEFULLY YOU ALL HAD A CHANCE TO
09:41:41 REVIEW THE REVISION IS AFTER OUR WORKSHOP.
09:41:44 I THINK I CAPTURED THE TWEAKS YOU WANTED TO MAKE FROM THE
09:41:47 FIRST DRAFT.
09:41:48 UNLESS YOU ALL HAVE ANY QUESTIONS, I STILL RECOMMEND YOU
09:41:54 APPROVE.
09:41:56 JUST TO HIGHLIGHT THE BIG THING YOU DISCUSSED IS WHEN
09:41:59 CITIZEN COMMENT ON NON-AGENDA ITEMS OCCURS, I ORIGINALLY HAD
09:42:03 THAT -- YOU WANTED TO KEEP THAT AT THE BEGINNING.
09:42:06 I REVISED THAT TO MAKE SURE IT HAPPENS.
09:42:09 >>Mayor McLain: ANY COMMENTS OR QUESTIONS?
09:42:10 I READ THROUGH IT MYSELF IN GOOD DETAIL.
09:42:14 I THINK IT LOOKS FINE.
09:42:17 THERE ARE ALWAYS QUESTIONS, A LITTLE BIT OF INTERPRETATION
09:42:19 ON SOME OF THEM.
09:42:21 IF WE RUN INTO CONFLICTS OF HOW WE WANT TO CONDUCT OURSELVES

09:42:26 IN THE FUTURE, WE CAN ALWAYS JOIN TOGETHER AND MAKE
09:42:31 APPROPRIATE CHANGES.

09:42:32 >>Robert Eschenfelder: THERE ARE TWO OPTIONS.
09:42:35 IF YOU JUST WANT A WHOLESALE CHANGE MOVING FORWARD, THEN YOU
09:42:39 JUST ASK FOR ANOTHER RESOLUTION TO COME FORWARD MAKING THE
09:42:43 AMENDMENT.
09:42:43 IF YOU ARE IN A CERTAIN SITUATION AND YOU JUST WANT TO MAKE
09:42:46 AN EXCEPTION, THE VERY BEGINNING OF YOUR RULES ALLOW FOR THE
09:42:49 COUNCIL TO SUSPEND THE RULES BY MAJORITY VOTE.
09:42:52 SO YOU CAN ALWAYS DO THAT IF YOU WANT TO TAKE SOMETHING OUT
09:42:55 OF TURN OR WHATNOT.
09:42:57 SO YOU HAVE OPTIONS.
09:42:58 >>Mayor McLain: GOOD.
09:42:59 THANK YOU.
09:42:59 AT THIS TIME, DO WE HAVE ANY PUBLIC COMMENT?
09:43:05 >>Carol Sacco: WE HAVE NO E-COMMENTS AND NO PUBLIC COMMENT.
09:43:07 >>Mayor McLain: OKAY.
09:43:08 NOBODY HAS QUESTIONS.
09:43:11 I ASKED SOME.
09:43:13 IF NO ONE ELSE, I'LL TAKE A MOTION TO APPROVE.
09:43:16 VICE-MAYOR RIBBLE AND SECONDED BY COUNCIL PERSON FAYHEE.
09:43:20 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL.
09:43:24 >>Lori Fayhee: AYE.
09:43:26 >>Jim Ward: AYE.
09:43:28 >>George Zalucki: AYE.

09:43:30 >>Vice-Mayor Ribble: AYE.
09:43:31 >>Mayor McLain: AYE.
09:43:32 NEXT ON THE AGENDA IS ITEM 6B, 8801 CORKSCREW ROAD STRUCTURE
09:43:40 DEMOLITION.
09:43:40 STEVE, WOULD YOU PLEASE INTRODUCE THIS ITEM?
09:43:43 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
09:43:45 THIS PARCEL OR THIS BUILDING IS LOCATED ON THE ESTERO ON THE
09:43:50 RIVER PROPERTY ON THE SOUTH SIDE OF THE RIVER, ON THE 30
09:43:55 ACRES THAT WE OWN AT THE CORNER OF CORKSCREW AND U.S. 41.
09:44:00 THIS IS AN OLD BUILDING THAT IS IN VERY BAD DISREPAIR.
09:44:05 BACK IN FEBRUARY, THE COUNCIL VOTED UNANIMOUSLY TO APPROVE
09:44:10 THE DEMOLITION OF THIS BUILDING.
09:44:13 AS PART OF OUR ONGOING EFFORTS TO GRADUALLY IMPROVE THIS
09:44:16 PROPERTY.
09:44:17 MORE RECENTLY, ABOUT TWO MONTHS AGO, I GUESS IT WAS, MEMBERS
09:44:25 OF THE ESTERO FOREVER FOUNDATION CAME FORWARD AND ASKED FOR
09:44:29 A PERIOD OF TIME TO REVIEW THE POSSIBILITY OF SAVING THIS
09:44:34 HOUSE AND RESTORING IT FOR SOME TYPE OF USE.
09:44:38 THE COUNCIL WILLINGLY GRANTED THAT TIME TO ALLOW THEM TO
09:44:42 LOOK AT THE HOUSE AND ESTERO FOREVER FOUNDATION BROUGHT IN A
09:44:48 NUMBER OF EXPERTS WHO CONFIRMED OUR PREVIOUS STAFF REVIEW
09:44:55 AND OUR SET OF CONSULTANTS THAT THE BUILDING REALLY IS NOT
09:45:00 WORTHY OF RESTORING, AND IT WOULD BE A HUGE COST TO THE
09:45:06 COMMUNITY TO DO SO IF WE WERE TO ATTEMPT THAT.

09:45:09 SO AT THE LAST MEETING, THE ESTERO FOREVER FOUNDATION CAME

09:45:14 BACK TO THE COUNCIL AND SAID THANK YOU FOR THE TIME TO LOOK
09:45:17 AT IT AND NO THANKS.
09:45:20 BASICALLY REVERTING BACK TO THE ORIGINAL DIRECTION OF THE
09:45:25 COUNCIL.
09:45:25 SO, AGAIN, BEFORE YOU IS A VERY SIMILAR ACTION THAT WAS
09:45:30 TAKEN BACK IN FEBRUARY TO APPROVE THE DEMOLITION AT A COST
09:45:36 NOT TO EXCEED ABOUT $106,000 WITH A CONTINGENCY AMOUNT AND
09:45:43 AUTHORIZING THE MANAGER TO EXECUTE DOCUMENTS TO MAKE THIS
09:45:47 HAPPEN.
09:45:48 I WOULD NOTE THAT THERE ARE SOME THINGS IN THERE THAT ARE
09:45:53 ARCHITECTURALLY INTERESTING, AND THAT WE'RE TRYING TO WORK
09:45:59 WITH THE HISTORIC SOCIETY TO ALLOW THEM TO WORK WITH THE
09:46:02 CONTRACTOR TO TAKE WHATEVER THEY WANT OUT OF THERE AND
09:46:05 RESTORE IT, PROTECT IT, SELL IT, WHATEVER THEY WANT TO DO.
09:46:10 BUT THIS WOULD CLOSE THE LOOP AND ALLOW US TO PROCEED WITH
09:46:16 THE PROJECT.
09:46:18 >>Mayor McLain: ANY QUESTIONS FROM COUNCIL?
09:46:19 GEORGE.
09:46:22 >>George Zalucki: THANK YOU, MAYOR AND THANK YOU, STEVE, FOR
09:46:24 THAT OUTLINE.
09:46:25 JUST REAL QUICK, REFLECTING BACK ON THE LAST BID TO DEMOLISH
09:46:29 THE STRUCTURE, IT SEEMS THAT THE DEMOLITION FEE IS PRETTY
09:46:33 MUCH IN LINE WITH OUR PREVIOUS QUOTE.
09:46:37 AND I KNOW AT ONE POINT WE DID DISCUSS THE SALVAGED ITEMS,
09:46:41 WHICH IS PART OF THE $106,840.

09:46:44 AND THAT NUMBER IS $48,650.
09:46:47 FOR THE SALVAGED ITEMS.
09:46:50 IF I'M UNDERSTANDING THIS CORRECTLY, THEY WOULD EXTRACT THE
09:46:55 SALVAGEABLE ITEMS FOR $48,000, AND THEN IT WOULD BE RESOLD
09:47:01 OR REPURPOSED BECAUSE WE TALKED ABOUT THAT AT A PREVIOUS
09:47:05 MEETING ABOUT THE VALUE OF THE ITEMS INSIDE COMPARED TO WHAT
09:47:09 IT COSTS US TO PULL IT OUT.
09:47:11 >>Steven Sarkozy: RIGHT.
09:47:13 THE ESTIMATE OF THE VALUE OF THE ITEMS THAT WE WOULD SALVAGE
09:47:19 -- I DON'T RECALL EXACTLY -- BUT RIGHT AROUND $15,000.
09:47:23 IT DIDN'T SEEM TO MAKE SENSE TO SPEND 48 TO RECOVER 15.
09:47:28 BUT THERE MAY BE SOME ITEMS IN THERE THAT WE CAN WORK WITH
09:47:32 THE HISTORIC SOCIETY, USE SOME OF THAT 48 TO RECOVER SOME
09:47:39 ITEMS.
09:47:40 BOTTOM LINE, I DON'T THINK WE'RE GOING TO SPEND THE FULL
09:47:42 106.
09:47:52 >>George Zalucki: MY COMMENT WOULD BE, AGAIN, I KNOW I
09:47:54 BROUGHT THIS UP THE LAST TIME WE TALKED ABOUT IT IS ALMOST
09:47:57 50,000 TO REMOVE ITEMS THAT MIGHT BE WORTH -- WE HAVE NO
09:48:02 IDEA.

09:48:03 IF THAT NUMBER IS VARIABLE, I CAN UNDERSTAND THAT.
09:48:06 SO IF THE COMPANY SAYS, HEY, WE'RE NOT GOING TO REMOVE
09:48:10 ABCDEFG BECAUSE IT'S NOT WORTH IT, SO THAT 48 WILL COME DOWN
09:48:14 COMMENSURATE, I WOULD ENTERTAIN SOMETHING LIKE THAT.
09:48:18 IT JUST SEEMS LIKE A VERY HIGH PRICE WHEN WE DON'T KNOW WHAT

09:48:22 THE VALUE --
09:48:23 >>Steven Sarkozy: WE'LL TRY TO KEEP THAT DOWN AS LOW AS
09:48:25 POSSIBLE.
09:48:26 BUT NONETHELESS, IF THE HISTORIC SOCIETY FEELS THERE'S REAL
09:48:32 VALUE, WE WOULD LOVE TO WORK WITH THEM.
09:48:35 >>George Zalucki: ABSOLUTELY.
09:48:35 THANK YOU.
09:48:37 >>Jim Ward: STEVE, I WANT TO THANK YOU FOR WORKING WITH THE
09:48:40 HISTORICAL SOCIETY.
09:48:40 I KNOW AT THE LAST BOARD MEETING THEY HAD, THEY HAD
09:48:43 EXPRESSED INTEREST IN SOME OF THE ITEMS THAT MIGHT BE OF
09:48:46 VALUE TO THEM AT THE SITE.
09:48:47 THE LAST PARAGRAPH UNDER 6B REFERENCES A BUDGET OF
09:48:53 2,250,000.
09:48:54 IS THAT THE TOTAL BUDGET FOR THE PROJECT?
09:49:02 I'M NOT QUITE SURE WHAT THAT REFERENCES THERE.
09:49:09 >>Steven Sarkozy: WE HAD DOLLAR AMOUNTS IN THE BUDGET FOR A
09:49:14 VARIETY OF IMPROVEMENTS IN THE PARK THAT INCLUDE SOME OF THE
09:49:19 CAPITAL, THE BRIDGE, THE FENCE, THE PATHWAY AND SO FORTH.
09:49:24 AND THIS CAN COME OUT OF THAT FUND.
09:49:27 >>Jim Ward: THIS IS JUST A PART OF THE OVERALL BUDGET.
09:49:29 THANK YOU.
09:49:30 >>Mayor McLain: ANY OTHER QUESTIONS?
09:49:31 I CONCUR WITH THE $48,000 OF ARTIFACTS.
09:49:39 I KNOW THERE IS A SAFETY ISSUE GOING INTO A HOME FILLED WITH

09:49:43 MOLD AND ALL THAT.
09:49:44 I'M NOT SURE HOW WE ASCERTAIN WHAT SPECIFIC ITEMS MIGHT HAVE
09:49:53 VALUE.
09:49:53 I'D LIKE TO EXPLORE THAT BECAUSE I WOULD AGREE THAT IF WE
09:49:57 ONLY NEED HALF OF THOSE, THEN WE CAN REDUCE THE COST 20,000,
09:50:02 10,000, WHATEVER IT MIGHT BE.
09:50:05 I THINK THAT'S A GOOD IDEA.
09:50:07 SO MAYBE YOU COULD COME BACK.
09:50:08 YOU'LL GIVE US AN UPDATE MAYBE NEXT TIME WE GET TOGETHER.
09:50:12 THE OTHER CONCERN IS WE'RE NOT TEARING DOWN THE GARAGE OR --
09:50:19 THERE ARE TWO BUILDINGS THAT WE'RE KEEPING UP, IS THAT
09:50:21 CORRECT?
09:50:21 >>Steven Sarkozy: RIGHT.
09:50:22 ADJACENT TO THIS BUILDING THERE IS A SMALL SHED THAT LOOKED
09:50:26 LIKE IT HAD BEEN USED AS A POTTING SHED, KIND OF AN
09:50:29 INTERESTING LOOK, AND THEN THERE IS A GARAGE.

09:50:32 THEY ARE IN THE FAR NORTHEAST CORNER OF THE PROPERTY NEAREST
09:50:40 THE RAILROAD TRACK AND THE RIVER.
09:50:44 AND THE THOUGHT IS, IS THAT AT SOME POINT WE COULD USE OR
09:50:51 SOMEONE CAN USE THOSE AS UTILITY BUILDINGS, MAINTENANCE
09:50:55 BUILDINGS FOR ACTIVITIES THAT WOULD GO IN THE PARK.
09:51:02 SO THERE'S SOME VALUE THERE.
09:51:05 AND IF AT A LATER DATE WE NEED TO TEAR THEM DOWN, IT WOULD
09:51:10 NOT BE A BIG COST.
09:51:11 BUT IN THE MEANTIME, IF WE CAN IMPROVE THOSE BUILDINGS AND

09:51:16 USE THEM AS A BASE OF OPERATION FOR MAINTENANCE, IT I THINK
09:51:23 HAS SOME UTILITY TO THE VILLAGE.
09:51:28 >>Mayor McLain: MY CONCERN IS THERE'S NO -- I'VE BEEN OVER
09:51:32 THERE LOOKING AT THEM JUST BRIEFLY.
09:51:34 THEY ARE IN MARGINAL CONDITION RIGHT NOW.
09:51:40 I DON'T WANT TO SPEND TENS OF THOUSANDS OR 50 THOUSANDS TO
09:51:48 GET THESE UP TO SPEED.
09:51:50 SO I DON'T THINK WE'VE DONE AN ASSESSMENT.
09:51:54 I DON'T KNOW IF THE ESTERO FOREVER FOUNDATION, THEY WERE
09:51:57 GOING TO LEAVE THESE UP ALSO.
09:52:00 I JUST THINK THERE'S GOING TO BE AN ONGOING COST ON THOSE.
09:52:03 AND THERE IS A SECURITY ISSUE IF WE START PUTTING ANYTHING
09:52:06 IN THERE, HOW DO WE KEEP THEM SECURE?
09:52:09 WE MAY WANT TO DO AN EVALUATION OF THE REAL VALUE OF THOSE
09:52:13 BUILDINGS AND JUST CLEAN IT UP OR MAYBE ASCERTAIN WHAT THE
09:52:17 REAL COST IS TO FIX THESE THINGS UP IN THE FUTURE.
09:52:21 IF WE DO IT IN STEPS, WE SPEND THE HUNDRED THOUSAND TO
09:52:24 DEMOLISH THE BUILDING, THAT WOULD BE A GOOD FIRST STEP.
09:52:27 BUT I THINK THERE IS A SECOND STEP THERE THAT WE REALLY NEED
09:52:29 TO EVALUATE AS COUNCIL TO SAY THE REAL VALUE OF TRYING TO
09:52:32 MAINTAIN TWO OR THREE STRUCTURES THAT ARE IN MARGINAL
09:52:38 CONDITION.
09:52:38 I KNOW FOR A FACT THE ROOF IN THE GARAGE AREA LOOKS LIKE IT
09:52:43 NEEDS MAYBE SUBSTANTIAL IMPROVEMENTS TO IT.
09:52:49 IF WE WANT TO MATCH TILE, THAT'S NOT GOING TO HAPPEN.

09:52:52 HOPEFULLY WE DON'T HAVE TO DO THAT, BUT IT COULD BE A FAIRLY
09:52:55 SIGNIFICANT COST.
09:52:56 SO I THINK WE HAVE TO DO A COST VALUE ANALYSIS ON THAT AS WE
09:53:00 MOVE FORWARD.
09:53:01 VICE-MAYOR.
09:53:04 >>Vice-Mayor Ribble: YES, MAYOR, I WOULD LIKE YOU TO
09:53:06 CLARIFY, PLEASE, WHAT YOU'RE ASKING THE DELAY FOR.
09:53:09 I KNOW THE ORIGINAL PROPOSAL HAD PICTURES OF THE DESIRED
09:53:13 ITEMS TO BE SALVAGED.
09:53:15 ARE YOU PROPOSING WE GO BACK AND LOOK AT THOSE PICTURES AND
09:53:18 SEE?
09:53:19 I DON'T UNDERSTAND WHY YOU SAID LET'S COME BACK TO IT.

09:53:23 IF YOU COULD EXPLAIN THAT.
09:53:24 >>Mayor McLain: IF WE HAVE PICTURES OF ALL THE ITEMS THAT
09:53:27 MIGHT HAVE VALUE, I WOULD SAY YOU DON'T HAVE TO GO BACK IN.
09:53:31 LET'S USE THE PICTURES, LET THE HISTORICAL SOCIETY MAKE A
09:53:33 DECISION FROM THOSE PICTURES WHAT THEY WANT.
09:53:36 >>Vice-Mayor Ribble: NO.
09:53:36 I WAS HOPING TO HAVE THE VOTE TODAY AND NOT HAVE TO COME
09:53:41 BACK AND VISIT THIS YET AGAIN.
09:53:44 >>Mayor McLain: WELL, IF WE VOTE TODAY, WE COULD MAKE THE
09:53:47 AMENDMENT OR THE MOTION THAT WE APPROVE THE DEMOLITION, BUT
09:53:56 WITH THE CAVEAT THAT WE WANT A SECOND LOOK AT WHAT'S
09:54:01 RECOVERABLE FROM THE HISTORICAL SOCIETY AND THEN DEMOLISH
09:54:06 THE REST OF IT.

09:54:08 AND THEN ADJUST THE PRICING APPROPRIATELY.
09:54:11 OUR ATTORNEY HAS GOT SOME THOUGHTS.
09:54:12 >>Robert Eschenfelder: MAYOR, IF I COULD TAKE A SHOT.
09:54:15 LOOKING BACK AT THE RESOLUTION THAT YOU ALL ALREADY ADOPTED,
09:54:19 YOU APPROVED THREE THINGS.
09:54:21 ONE, THE VILLAGE MANAGER IS HEREBY AUTHORIZED TO DEMOLISH
09:54:24 THE RESIDENTIAL STRUCTURE.
09:54:26 TWO, PRIOR TO THE STRUCTURE'S DEMOLITION, THE MANAGER SHALL
09:54:30 UNDERTAKE EFFORTS TO CAUSE THE REMOVAL AND SALVAGE OF
09:54:33 ELEMENTS OF THE STRUCTURE SUCH AS FIXTURES, DOORS, WINDOWS,
09:54:37 AND WOODEN ELEMENTS WHICH HAVE HISTORICAL VALUE.
09:54:39 THREE, THE MANAGER IS AUTHORIZED TO CONVEY THE SALVAGED
09:54:44 ELEMENTS TO THIRD PARTIES UNDER SUCH TERMS AND CONDITIONS AS
09:54:47 THE MANAGER DETERMINES TO BE IN THE VILLAGE'S BEST INTEREST.
09:54:50 SO I THINK UNDER THAT RESOLUTION, THE MANAGER HAS BEEN GIVEN
09:54:54 AUTHORITY TO MAKE THE DECISIONS.
09:54:56 SO I ENVISION IT, OF COURSE, THE MANAGER WILL IMPLEMENT IT.
09:55:01 I ENVISION, THE MANAGER WILL COORDINATE WITH THE HISTORICAL
09:55:04 SOCIETY.
09:55:04 YOU GO IN THERE, TAKE PICTURES OF WHAT YOU THINK YOU WANT.
09:55:08 TELL ME WHAT YOU THINK YOU WANT.
09:55:10 MY STAFF WILL CONFER WITH THE DEMO FOLKS TO SEE HOW MUCH IS
09:55:14 IT GOING TO COST TO TAKE OUT THAT CHANDELIER, HOW MUCH WILL
09:55:16 IT COST TO TAKE OFF THE WAINSCOTTING, WHATEVER, AND THEN THE
09:55:20 MANAGER WILL DECIDE, HERE'S WHAT I'M GOING TO DO FOR YOU,

09:55:23 HISTORICAL SOCIETY.
09:55:24 WE'RE IN THE DRIVER'S SEAT AND THE MANAGER WILL MAKE THE
09:55:28 BEST BUSINESS JUDGMENT.
09:55:30 IT MAY BE THAT, FOR INSTANCE, IF AN ITEM THE HISTORICAL
09:55:33 SOCIETY REALLY, REALLY WANTS BECAUSE IT REALLY, REALLY
09:55:36 THINKS IT'S VALUABLE BUT ALSO WILL COST, THE MANAGER MAY
09:55:40 SAY, ALL RIGHT, I'LL AUTHORIZE THEM TO DO THAT, BUT ONLY IF
09:55:42 YOU SELL THAT AND GIVE THE VILLAGE BACK X NUMBER OF DOLLARS.

09:55:47 THERE IS A LOT OF FLEXIBILITY IN THAT RESOLUTION LANGUAGE.
09:55:49 SO I THINK YOU CAN APPROVE IT TODAY WITH THAT UNDERSTANDING.
09:55:53 >>Mayor McLain: I DON'T HAVE A PROBLEM WITH THAT.
09:55:55 >>Vice-Mayor Ribble: OUR RESOLUTION ALREADY CONTAINS --
09:55:57 >>Mayor McLain: OUR RESOLUTION PREVIOUSLY.
09:55:58 >>George Zalucki: THANK YOU, MAYOR.
09:56:00 ROB, THAT MAKES PERFECT SENSE.
09:56:02 THE ONLY QUESTION I WOULD HAVE, SEEMS SOMEBODY MADE AN
09:56:06 EVALUATION SINCE WE HAVE A NUMBER HERE ASSOCIATED WITH
09:56:08 REMOVING ITEMS.
09:56:11 >>Robert Eschenfelder: THE MANAGER CAN CORRECT ME IF I'M
09:56:13 WRONG, MY UNDERSTANDING THAT IS A VERY TOP END, YOU KNOW, IF
09:56:16 THEY ASK FOR A LOT OF, A LOT OF STUFF.
09:56:19 BUT AS THE MANAGER INDICATED, IT'S VERY LIKELY THAT IT WILL
09:56:22 BE BELOW THAT.
09:56:25 >>Mayor McLain: WE'LL LET HIM MANAGE THAT.
09:56:28 HE'S MANAGING OUR BUDGET AS IT IS.

09:56:30 I THINK WE CAN HANDLE THAT FOR SURE.
09:56:32 >>George Zalucki: SOUNDS GOOD TO ME.
09:56:34 TRYING TO UNDERSTAND IT.
09:56:35 >>Mayor McLain: THE RESOLUTION GIVES HIM AUTHORITY TO MAKE
09:56:37 SOME DECISIONS AND HOPEFULLY REDUCE THAT COST.
09:56:39 AT THE CONCLUSION, HE'LL REPORT OUT AT SOME FUTURE DATE
09:56:43 AFTER IT'S DEMOLISHED HOW MUCH WE ACTUALLY SPENT AND WHAT
09:56:48 COST SAVINGS WE HAD FOR NOT TAKING ALL OF IT OUT.
09:56:51 >>Robert Eschenfelder: I THINK THE MANAGER HEARD VERY CLEAR
09:56:53 THAT YOU GUYS HAVE CONCERN ABOUT KEEPING THAT PART OF THIS
09:56:56 CONTRACT COST DOWN.
09:56:58 WE'RE ALSO SENSITIVE TO THE HISTORICAL SOCIETY'S GENUINE
09:57:02 FEELINGS ABOUT THINGS THAT ARE MOST IMPORTANT TO SALVAGE OR
09:57:05 WHATNOT.
09:57:05 AND I'M CONFIDENT THAT A BALANCE WILL BE STRUCK BETWEEN THE
09:57:10 EXPENDITURE OF OUR MONEY AND THE HONORING OF OUR HISTORY.
09:57:12 >>Mayor McLain: GOOD.
09:57:13 MADAM CLERK, DO WE HAVE ANYBODY TO SPEAK?
09:57:15 >>Carol Sacco: NO MAYOR.
09:57:16 NO E-COMMENTS EITHER.
09:57:17 >>Mayor McLain: OKAY.
09:57:18 I'LL TAKE -- LOOKING FOR A MOTION TO APPROVE THIS.
09:57:28 >>George Zalucki: SO MOVED.
09:57:28 >>Vice-Mayor Ribble: SECOND.
09:57:29 >>Mayor McLain: COUNCILMAN ZALUCKI MADE THE MOTION AND

09:57:31 SECONDED BY OUR VICE-MAYOR.
09:57:33 MADAM CLERK, PLEASE CALL THE ROLL.
09:57:37 >>George Zalucki: AYE.
09:57:38 >>Jim Ward: AYE.

09:57:40 >>Lori Fayhee: AYE.
09:57:42 >>Vice-Mayor Ribble: AYE.
09:57:43 >>Mayor McLain: AYE.
09:57:44 NEXT ON THE AGENDA IS 6C, 2024-2025 STATE LEGISLATIVE
09:57:54 PRIORITIES.
09:57:55 STEVE, WOULD YOU INTRODUCE THIS?
09:57:56 >>Steven Sarkozy: THANK YOU, MAYOR, MEMBERS OF COUNCIL.
09:57:58 THIS IS THE TIME OF YEAR WHERE WE ARE PREPARING TO GO BEFORE
09:58:01 OUR LEGISLATIVE DELEGATION AND REQUEST STATE GRANTS FOR
09:58:07 IMPORTANT PROJECTS IN THE VILLAGE.
09:58:09 WE'VE BEEN, AS YOU KNOW, VERY SUCCESSFUL, AND WE'RE DEEPLY
09:58:15 APPRECIATIVE OF THE SUPPORT OF THE STATE AND PARTICULARLY
09:58:19 OUR LEGISLATIVE DELEGATION IN HELPING GETTING FUNDING FOR
09:58:24 SOME OF OUR MAJOR PROJECTS.
09:58:26 THIS YEAR IS NO DIFFERENT.
09:58:30 IN THE NEXT WEEK OR TWO WE WILL BE BEFORE THE LEGISLATIVE
09:58:32 DELEGATION.
09:58:34 WE'VE COME UP WITH A LIST OF SUGGESTED IDEAS FOR FUNDING
09:58:40 THAT ARE BASICALLY CONSISTENT WITH YOUR CAPITAL IMPROVEMENT
09:58:44 PROGRAM.
09:58:44 THE MAIN FOCUS HERE IS TO CONTINUE TO REQUEST STATE FUNDING

09:58:50 FOR OUR SEPTIC TO SEWER PROJECTS, WHICH WE CALL OUR UTILITY
09:58:54 EXTENSION PROJECTS, UEPs, AND RELATED PROJECTS THAT
09:58:59 IMPROVE THE INFRASTRUCTURE AND IMPORTANTLY THEY PROVIDE
09:59:05 PARTIAL FUNDING FOR PROJECTS THAT WOULD OTHERWISE BE SPECIAL
09:59:08 ASSESSED TO HOMEOWNERS.
09:59:11 SO THIS IS A WAY OF KEEPING THE HOMEOWNER'S COST DOWN.
09:59:14 OUR TRACK RECORD HAS BEEN THAT WE'VE COLLECTED ABOUT 50% OF
09:59:22 A TOTAL PROJECT COST FROM THE STATE LEGISLATURE, AND WE'RE
09:59:27 THINKING THAT THAT'S PROBABLY THE DIRECTION THAT THEY WILL
09:59:32 AGAIN GO THIS YEAR.
09:59:34 THE LIST THAT WE'LL EXPLAIN IN A MOMENT HAS BEEN DEVELOPED
09:59:38 BY STAFF, BUT ALSO REVIEWED BY OUR STATE LOBBYIST.
09:59:45 SO WE'RE TRYING TO CREATE A COMMON UNDERSTANDING OF WHAT
09:59:50 THESE PROJECTS ARE.
09:59:51 THE LIST HERE, YOU HAVE SEEN BEFORE, BUT I'D LIKE TO GO
09:59:57 THROUGH IT AGAIN FOR THE BENEFIT OF THE COUNCIL AND THE
09:59:59 COMMUNITY.
09:59:59 I'LL TURN IT OVER TO DAVID TO REVIEW THE MAP AND THE
10:00:05 SPECIFIC PROJECTS THAT WOULD BE INCLUDED.
10:00:08 >>David Willems: GOOD MORNING.
10:00:09 BASICALLY WHAT WE'RE TRYING TO DO IS JUST PRESENT TO COUNCIL
10:00:13 AND THE PUBLIC WHAT THE LEGISLATIVE PRIORITIES SHOULD BE FOR
10:00:16 THIS YEAR AND THEN HOPEFULLY AT THE END OF THIS GETTING
10:00:19 DIRECTION FROM COUNCIL IF THESE ARE THE PRIORITIES.
10:00:23 WHAT WE WANT TO DO IS FIRST DETERMINE WHETHER THESE ARE THE

10:00:26 PROJECTS THAT COUNCIL WANTS AND THEN, SECOND, WHAT IS THE
10:00:29 ORDER OF THE MOST IMPORTANT PROJECTS TO LEAST IMPORTANT.
10:00:32 SO WHAT WE HAVE HERE ARE SIX PROJECTS.
10:00:36 THEY ARE SPLIT INTO, WE HAVE UEP PROJECTS, WHICH ARE THE
10:00:40 ONES IN RED.
10:00:40 THE BLUE ONE IS REALLY THE FIRST PHASE.
10:00:45 THIS REQUEST IS ONLY FOR THE PLANNING, DESIGN, AND
10:00:48 PERMITTING FOR IMPROVEMENTS ALONG BROADWAY WEST.
10:00:51 IT DOES NOT INCLUDE CONSTRUCTION AT THIS TIME.
10:00:54 WE LOOK FOR THAT IN THE FUTURE.
10:00:56 THE LAST ONE IS TO DO SOME ENHANCEMENTS TO RIVER OAKS
10:00:59 PRESERVE.
10:00:59 AND AS THE MANAGER MENTIONED, THE IDEA WITH THE LEGISLATIVE
10:01:04 PRIORITIES IS TO GET STATE FUNDING TO ALLOW THESE PROJECTS,
10:01:08 IN SOME CASES, TO MOVE FORWARD FASTER AND IN OTHER CASES TO
10:01:11 REDUCE THE COST THAT THE RESIDENTS WOULD HAVE TO OTHERWISE
10:01:14 PAY.
10:01:14 THE FIRST PRIORITY THAT THE VILLAGE IS RECOMMENDING IS THE
10:01:21 HIGHLANDS AVENUE SEPTIC TO SEWER.
10:01:23 THAT'S KIND OF THE NEXT STEP OF THE SEPTIC TO SEWER
10:01:27 PROJECTS.
10:01:28 IT'S BASICALLY THE AREA BOUNDED BY U.S. 41 AND THE RAILROAD
10:01:32 TRACKS, NORTH OF THE RIVER TO BROADWAY AVENUE.
10:01:35 SO THAT'S KIND OF THE HISTORIC AREA OF ESTERO.
10:01:39 THERE IS NO SEWER IN THAT AREA OR WATER, SO WHAT THIS

10:01:44 PROJECT WOULD DO IS TAKE THE HOMES THAT ARE CURRENTLY ON
10:01:48 WELLS AND SEPTIC AND BRING THEM OVER TO MUNICIPAL WATER AND
10:01:52 THEN ALSO THERE ARE SOME UNDEVELOPED PARCELS IN THAT AREA
10:01:56 THAT WOULD IN THE FUTURE HAVE TO CONNECT TO THE SEWER AND
10:01:59 WATER SERVICES THAT WE'RE PROVIDING.
10:02:02 ONE IMPORTANT POINT IS THAT THIS ACTUALLY ENCOMPASSES SOME
10:02:06 OF THE LAND THAT THE VILLAGE CURRENTLY OWNS, THE ESTERO ON
10:02:08 THE RIVER PROPERTY.
10:02:10 AND IT ALSO BUILDS UPON ONE OF THE PROJECTS THAT'S SHOWN
10:02:14 HERE, SUNNY GROVES UEP.
10:02:17 BECAUSE THE FORCE MAIN THAT SUNNY GROVES IS USING TO GET THE
10:02:20 SEWER DOWN TO CORKSCREW ROAD IS THE SAME ONE THAT THE REST
10:02:23 OF HIGHLANDS IS GOING TO USE.
10:02:26 THAT WILL KIND OF FINISH THAT WHOLE AREA.
10:02:28 THE SECOND GROUP OF PROJECTS ARE REALLY THE PACKAGE
10:02:31 WASTEWATER TREATMENT PLANT PROJECTS.
10:02:33 WE DID GET STATE FUNDING PREVIOUSLY FOR THOSE PROJECTS, BUT
10:02:36 IT WAS A VERY SMALL PERCENTAGE OF WHAT THE OVERALL COST IS.
10:02:40 PART OF THAT WAS JUST, IT WAS EARLY ON IN THE DESIGN AND THE
10:02:45 ORIGINAL COST ESTIMATES THAT WE GOT FROM OUR CONSULTANTS WAS
10:02:48 A LOT LOWER THAN WHAT THE ACTUAL COSTS WERE.
10:02:52 THAT'S PROBABLY PARTLY THAT IT WAS LOW.

10:02:55 COSTS HAVE CHANGED WITHIN THE LAST THREE YEARS FROM WHEN WE
10:02:57 GOT THAT INITIAL COST.
10:03:00 AND THEN THERE'S ALSO SOME CONDITIONS THAT WERE A LITTLE BIT

10:03:02 DIFFERENT THAN WHAT WAS EXPECTED.
10:03:05 THOSE PROJECTS ALL HAVE GRAVITY SEWER LINES IN THERE RIGHT
10:03:09 NOW.
10:03:09 AND WHEN WE ASSESSED THOSE AFTER WE GOT INTO THE DESIGN,
10:03:12 SOME OF THEM WERE NOT IN THE CONDITION THAT THEY SHOULD BE.
10:03:15 SO THERE'S GOING TO HAVE TO BE IMPROVEMENTS TO THE EXISTING
10:03:19 SYSTEM.
10:03:19 THOSE THREE KIND OF GO TOGETHER AS LIKE THE SECOND PRIORITY.
10:03:23 WHAT WE'RE RECOMMENDING IS THE TWO ALONG THE RIVER ARE
10:03:27 REALLY THE MORE IMPORTANT ONES BECAUSE THEY PROBABLY HAVE
10:03:30 THE MOST IMPACT.
10:03:31 AND THEN THE THIRD ONE WOULD BE CYPRESS BEND UEP.
10:03:35 AND THEN WHAT WE'RE RECOMMENDING RIGHT NOW IS THAT THE
10:03:38 BROADWAY WEST IMPROVEMENTS, THAT WOULD BE THE NEXT PRIORITY.
10:03:42 AND WHAT THAT DOES, IT'S GOING TO LOOK AT A LOT OF THINGS.
10:03:46 THAT'S AN OLD ROAD -- I MEAN, IF YOU LOOK BACK AT 1940
10:03:49 AERIALS, YOU CAN ACTUALLY SEE THE DIRT ROAD THAT'S ALONG
10:03:52 THAT ALIGNMENT.
10:03:53 SO IT'S BEEN THERE FOR A LONG TIME.
10:03:55 AND IT WAS REALLY DESIGNED BEFORE CURRENT STANDARDS AND
10:03:59 ALSO, IT WAS DESIGNED BEFORE THERE WERE ANY THOUGHTS OF
10:04:02 THESE LARGER COMMUNITIES ACCESSING THE ROAD.
10:04:04 SO IT'S A VERY NARROW RIGHT-OF-WAY.
10:04:06 IF YOU DRIVE DOWN THE ROAD, THE LANES ARE PROBABLY NINE OR
10:04:10 TEN FEET, SO IT GETS REALLY TIGHT.

10:04:12 WE GET A LOT OF COMPLAINTS ABOUT PEOPLE FEELING LIKE BUSES
10:04:15 AND TRUCKS ARE RUNNING THEM OFF THE ROAD.
10:04:18 AND THERE ACTUALLY IS A LOT OF PEOPLE THAT RUN OFF THE ROAD
10:04:20 BECAUSE OF HOW NARROW IT IS.
10:04:22 ALSO, IT'S AN OPEN DRAINAGE SYSTEM, SO THERE ARE SWALES ON
10:04:26 THE SIDE OF THE ROAD THAT ARE VERY STEEP.
10:04:28 SO IT'S NOT THE SAFEST SITUATION.
10:04:31 THERE'S ALSO SOME DRAINAGE ISSUES IN THAT AREA AND ALSO THEY
10:04:34 HAVE A SIDEWALK, BUT IT'S A NARROW SIDEWALK ONLY ON ONE SIDE
10:04:38 OF THE ROAD.
10:04:39 SO WHAT THE PLANNING AND DESIGN WOULD DO IS ANALYZE THAT
10:04:42 ENTIRE CORRIDOR TO DO THE BEST WE CAN TO IMPROVE THE
10:04:45 DRAINAGE, IMPROVE THE ROADWAY SAFETY AND PEDESTRIAN SAFETY.
10:04:49 ONE OF THE INTERESTING POINTS OF THIS PROJECT IS THAT IT'S
10:04:53 ACTUALLY IN ONE OF THE ONLY AREAS THAT IS IDENTIFIED AS LOW
10:04:57 TO MODERATE INCOME, WHICH ACTUALLY OPENS UP SOME POTENTIAL
10:05:01 OTHER SOURCES FOR THE ACTUAL CONSTRUCTION IN THE FUTURE.
10:05:05 THE LAST PROJECT IS RIVER OAKS PRESERVE.

10:05:08 I THINK AS COUNCIL KNOWS, THE VILLAGE BOUGHT THAT SEVERAL
10:05:13 YEARS AGO.
10:05:14 IT'S 10 ACRES.
10:05:15 THE NATIVE PLANT SOCIETY IS OUT THERE UTILIZING THE PARCEL
10:05:18 RIGHT NOW AND THEY HAVE DONE A GREAT JOB OF MAINTAINING IT.
10:05:21 IF YOU GO OUT THERE NOW, MOST OF THE EXOTIC VEGETATION IS
10:05:24 GONE, AND THEY ARE ACTUALLY CONTINUING TO MAINTAIN IT.

10:05:27 BUT FOR THEIR USES AND OTHER USES, THERE'S NO UTILITIES
10:05:32 THERE RIGHT NOW.
10:05:34 THEY ARE BASICALLY USING STORAGE CONTAINERS FOR SECURITY AND
10:05:38 TO STORE ITEMS.
10:05:39 SO THE IDEA WOULD BE TO IMPROVE THAT AREA, CREATE BARN
10:05:44 GARAGE TYPE OF BUILDING WITH RESTROOM FACILITIES.
10:05:47 AND THEN ALSO IMPROVE A KIND OF LOW-LEVEL PATH SYSTEM WITH A
10:05:55 BRIDGE ACROSS THE RIVER.
10:05:57 SO THAT WOULD BE THE LAST ASK FROM THE STATE.
10:06:01 THE STATE TYPICALLY, AS THE MANAGER MENTIONED, WILL PAY FOR
10:06:05 50% OF THE PROJECTS AND THEN THE VILLAGE OR OTHER SOURCES
10:06:08 WOULD HAVE TO PAY FOR THE REST OF IT.
10:06:10 I CAN ANSWER ANY QUESTIONS YOU MIGHT HAVE ON ANY OF THE
10:06:13 PROJECTS OR PRIORITIES.
10:06:14 >>Mayor McLain: COUNCIL HAVE ANY QUESTIONS?
10:06:16 I'VE GOT A FEW.
10:06:21 RIVER OAKS.
10:06:25 IT'S GOT WATER THERE NOW AND IT'S GOT --
10:06:27 >>David Willems: IT DOES NOT.
10:06:29 PART OF THE PROJECT IS TO EXTEND WATER, SEWER, AND RECLAIMED
10:06:33 WATER TO THAT PROPERTY.
10:06:34 >>Mayor McLain: THE EXTENSION OF THAT IS PRETTY --
10:06:38 RELATIVELY SHORT DISTANCES BECAUSE YOU HAVE CASCADES OR IS
10:06:41 IT A LONG?
10:06:42 >>David Willems: NO, IT'S NOT -- I MEAN, WE HAVE SOME IDEAS

10:06:45 HOW IT MIGHT MAKE IT SIMPLER.
10:06:47 BUT AS FAR AS RECLAIMED WATER, THE CLOSEST RECLAIMED WATER
10:06:51 MAIN IS ACTUALLY ON THREE OAKS PARKWAY.
10:06:53 BUT HOPEFULLY WE MIGHT BE ABLE TO PARTNER WITH SOME OF THE
10:06:58 ADJACENT COMMUNITIES, FOR EXAMPLE, COUNTRY CREEK HAS
10:07:00 RECLAIMED WATER ALREADY.
10:07:01 SO IF WE COULD SHARE THE FACILITIES -- WE HAVEN'T BROACHED
10:07:04 THAT SUBJECT WITH THEM YET BECAUSE WE HAVEN'T MOVED FORWARD
10:07:07 WITH THE PROJECT, SO THERE ARE DIFFERENT ALTERNATIVES.
10:07:10 THEN WE'RE ALSO DESIGNING THE WATER AND SEWER FOR THE SANDY
10:07:15 LANE, BROADWAY WEST AREA.
10:07:17 SO WHAT WE MIGHT DO IS PULL OUT A PART OF THAT TO GET THE
10:07:21 WATER OVER TO THE PROJECT.
10:07:22 LUCKILY FROM A WATER STANDPOINT, THERE'S ACTUALLY A FIRE

10:07:26 HYDRANT AT TANGLEWOOD LANE SO THAT WOULD BE A LITTLE BIT
10:07:29 CLOSER, BUT THE SEWER WOULD BE A LITTLE BIT.
10:07:31 WE'D HAVE TO GET THAT ALL THE WAY INTO THE CASCADES TO GET
10:07:36 SEWER SERVICE.
10:07:36 >>Mayor McLain: GOOD.
10:07:37 THANK YOU.
10:07:38 WHEN YOU LOOK AT SUNNY GROVES UEP, JUST SOUTH OF THE RED
10:07:45 BLOCK YOU HAVE THERE, IS THAT THE AREA WHERE THE VOLUNTEERS
10:07:50 THAT WORK IN THE STATE PARK GO IN THE WINTERTIME OR THIS
10:07:55 TIME OF YEAR, DOES IT HAVE WATER AND SEWER CONNECTIONS THERE
10:08:00 OR ARE WE GOING TO HOOK THAT UP ALSO?

10:08:04 >>David Willems: SO IT DOES NOT.
10:08:05 BUT AS PART OF THE SUNNY GROVES PROJECT, WE ARE ACTUALLY
10:08:09 PUTTING STUBOUTS SO THAT THEY CAN JUST CONNECT INTO THE
10:08:12 FACILITIES THAT WE'RE BUILDING ONCE THEY HAVE THOSE
10:08:15 FACILITIES ON THEIR SITE.
10:08:17 >>Mayor McLain: THEY WOULD PAY FOR THAT, THE STATE WOULD PAY
10:08:20 FOR THAT TO RUN THE CONNECTIONS TO --
10:08:21 >>David Willems: YEAH.
10:08:22 WHATEVER THEY DID ON THEIR SITE, WHETHER THEY CREATED A
10:08:24 RESTROOM FACILITY WITH A LITTLE PUMP STATION, WHATEVER THEY
10:08:28 DO, BUT WE WILL HAVE STUBOUTS FOR THEM TO CONNECT RIGHT AT
10:08:31 THEIR PROPERTY LINE.
10:08:33 >>Mayor McLain: OKAY.
10:08:33 GOOD.
10:08:33 ALL RIGHT.
10:08:35 MADAM CLERK, DO WE HAVE ANY PUBLIC TO SPEAK?
10:08:38 >>Carol Sacco: WE HAVE NONE, MAYOR, AND NO E-COMMENTS.
10:08:41 >>Mayor McLain: I WILL NOW ENTERTAIN A MOTION TO MOVE THIS
10:08:46 ITEM FORWARD.
10:08:47 COUNCIL PERSON FAYHEE HAS MADE THE MOTION, SECONDED BY
10:08:53 COUNCILMAN WARD.
10:08:53 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL.
10:08:57 >>Lori Fayhee: AYE.
10:09:00 >>Jim Ward: AYE.
10:09:02 >>George Zalucki: AYE.

10:09:04 >>Vice-Mayor Ribble: AYE.
10:09:05 >>Mayor McLain: AYE.
10:09:06 NEXT ON THE AGENDA IS THE SECOND READING OF ORDINANCE NUMBER
10:09:10 2023-07.
10:09:13 MADAM CLERK, WOULD YOU PLEASE -- WELL, HAS THE ORDINANCE
10:09:17 BEEN ADVERTISED APPROPRIATELY?
10:09:18 >>Carol Sacco: YES, MAYOR.
10:09:20 >>Mayor McLain: MADAM CLERK, WOULD YOU PLEASE READ THE TITLE
10:09:22 OF THE ORDINANCE?
10:09:24 >>Carol Sacco: ORDINANCE NUMBER 2023-07, AN ORDINANCE OF THE

10:09:27 VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA,
10:09:29 CONSENTING TO THE EXERCISE BY THE BOARD OF SUPERVISORS OF
10:09:33 THE HABITAT COMMUNITY DEVELOPMENT DISTRICT OF CERTAIN
10:09:35 ADDITIONAL POWERS RELATING TO SECURITY; PROVIDING FOR
10:09:38 CONFLICT, SEVERABILITY, AND FOR AN EFFECTIVE DATE.
10:09:42 >>Mayor McLain: THANK YOU.
10:09:43 STEVE, WOULD YOU PLEASE INTRODUCE THIS ITEM?
10:09:46 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
10:09:48 THIS IS AN ORDINANCE THAT PROVIDES ADDITIONAL POWERS TO THE
10:09:52 HABITAT COMMUNITY DEVELOPMENT DISTRICT.
10:09:55 IT IS A SECOND READING, SO YOUR ACTION IS FINAL TODAY.
10:09:58 I WOULD LIKE TO CALL ON MARY GIBBS TO COME FORWARD AND JUST
10:10:01 DESCRIBE BRIEFLY THE PROPOSED ACTION HERE.
10:10:05 >>Mary Gibbs: GOOD MORNING.
10:10:06 YOU MIGHT RECALL WE TALKED ABOUT THIS A LITTLE BIT AT THE

10:10:10 FIRST READING ON OCTOBER 4th, AND THIS IS HABITAT
10:10:13 COMMUNITY DEVELOPMENT DISTRICT, WHICH IS ACTUALLY THE
10:10:16 LOCATION OF THE BELLA TERRA RESIDENTIAL COMMUNITY.
10:10:19 THEY ARE ASKING FOR ADDITIONAL POWERS FOR THE CDD FOR
10:10:23 SECURITY, AND WHEN THE COUNTY APPROVED THE ORIGINAL
10:10:26 COMMUNITY DEVELOPMENT DISTRICT BACK IN 2003, YOU COULD NOT
10:10:30 ASK FOR THE ADDITIONAL POWERS.
10:10:31 AT THAT TIME, THEY COULDN'T ASK FOR THAT.
10:10:35 LATER ON THEY DID DO SOME SECURITY FEATURES SUCH AS THE GATE
10:10:40 AND THOSE THINGS.
10:10:41 SO THIS IS A CLEANUP ITEM.
10:10:43 WHEN WE WENT BACK TO LOOK AT THE RECORDS AND THE ATTORNEY
10:10:46 FOR THE CDD LOOKED AT THE RECORDS, THEY COULD NOT FIND WHERE
10:10:49 THEY HAD ACTUALLY ASKED FOR THAT ADDITIONAL POWER.
10:10:52 SO WE MENTIONED THIS AT THE LAST MEETING.
10:10:54 IT'S REALLY JUST A CLEANUP ITEM.
10:10:56 THE COMMUNITY DEVELOPMENT DISTRICT REQUESTED IT THROUGH A
10:11:00 RESOLUTION, AND THEN THEIR ATTORNEY, GREG URBANCIC IS HERE
10:11:04 IF YOU HAVE ANY QUESTIONS AS WELL.
10:11:06 >>Mayor McLain: THANK YOU.
10:11:07 COUNCIL HAVE ANY QUESTIONS?
10:11:09 NO QUESTIONS.
10:11:13 WE CAN OPEN THIS UP FOR PUBLIC COMMENT.
10:11:14 MADAM CLERK, DO WE HAVE ANY SPEAKERS?
10:11:17 >>Carol Sacco: NO, MAYOR, NO PUBLIC COMMENT AND NO

10:11:19 E-COMMENTS.
10:11:20 >>Mayor McLain: THANK YOU.
10:11:21 OFFICIALLY I'LL CLOSE THE PUBLIC COMMENTS, EVEN THOUGH WE
10:11:24 DIDN'T HAVE ANY.
10:11:25 I AM LOOKING FOR A MOTION TO APPROVE ORDINANCE NUMBER
10:11:32 2023-07.

10:11:34 >> SO MOVED.
10:11:35 >>Mayor McLain: I HAVE A MOTION BY COUNCILMAN ZALUCKI,
10:11:39 SECONDED BY VICE-MAYOR RIBBLE.
10:11:41 MADAM CLERK, PLEASE CALL THE ROLL.
10:11:44 >>George Zalucki: AYE.
10:11:45 >>Jim Ward: AYE.
10:11:47 >>Lori Fayhee: AYE.
10:11:47 >>Vice-Mayor Ribble: AYE.
10:11:50 >>Mayor McLain: AYE.
10:11:51 OKAY.
10:11:56 WE'RE AT THE POINT WHERE WE ARE TAKING FROM THE PUBLIC, ANY
10:11:59 ADDITIONAL COMMENTS THAT ARE NOT ON THE AGENDA, DO WE HAVE
10:12:02 ANYONE TO SPEAK, MADAM CLERK?
10:12:04 >>Carol Sacco: WE HAVE NONE.
10:12:05 >>Mayor McLain: WE HAVE NONE.
10:12:05 MOVING RIGHT FORWARD, WE WILL GO TO COUNCIL MEMBER
10:12:11 COMMUNICATIONS.
10:12:12 I THINK WE'LL START WITH OUR VICE-MAYOR.
10:12:16 I THINK WE'RE IN THE RIGHT ROTATION.

10:12:17 >>Vice-Mayor Ribble: IT DOESN'T MATTER.
10:12:19 I DON'T HAVE ANYTHING SPECIFIC TO SAY.
10:12:22 I JUST WANT TO EXTEND MY PRAYERS AND HOPE FOR A SPEEDY
10:12:29 RECOVERY FOR OUR COUNCILMAN RAFAEL LOPEZ AND WISH THE FAMILY
10:12:35 COMFORT IN THIS TIME.
10:12:37 DIFFICULT TIME FOR THEM.
10:12:38 THAT'S ALL I WANT TO SAY.
10:12:41 >>Mayor McLain: COUNCIL PERSON FAYHEE.
10:12:43 >>Lori Fayhee: THANK YOU.
10:12:43 I WOULD ALSO LIKE TO SEND MY BEST WISHES TO RAFAEL AND HIS
10:12:49 FAMILY.
10:12:49 WE'RE KEEPING HIM IN OUR PRAYERS.
10:12:51 I'D LIKE TO THANK GARY ISRAEL FOR MENTIONING RAFAEL'S
10:13:00 VETERANS DAY EVENT FOR ESTERO.
10:13:04 THAT'S IMPORTANT.
10:13:05 I ALSO WANT TO THANK SHANE RILEY FOR COMING TO SPEAK THIS
10:13:11 MORNING.
10:13:12 I'M HOPING THAT OUR CITY MANAGER MIGHT BE ABLE TO FOLLOW UP
10:13:18 WITH HIM.
10:13:19 IS THAT POSSIBLE?
10:13:20 >>Steven Sarkozy: YES.
10:13:22 >>Lori Fayhee: I APPRECIATE THAT.
10:13:23 I THINK IT'S VERY DIFFICULT WHEN WE HAVE TWO MEMBERS OF THE
10:13:31 PUBLIC THAT ARE IN DISAGREEMENT, AND IT PUTS US IN AN
10:13:37 AWKWARD POSITION TO DEFEND ONE OR THE OTHER.

10:13:41 BUT I THINK THAT'S PART OF WHY WE'RE ON THIS COUNCIL IS TO
10:13:46 MAKE THESE DIFFICULT DECISIONS AND TRY TO HELP THE PUBLIC,

10:13:49 THE CONSTITUENTS.
10:13:51 JUST MY THOUGHTS, BUT THANK YOU.
10:13:55 THAT'S ALL I HAVE.
10:13:56 >>Mayor McLain: THANK YOU.
10:13:57 COUNCILMAN WARD.
10:13:57 >>Jim Ward: AGAIN, I EXPRESS MY WISHES TO RAFAEL AND HIS
10:14:03 FAMILY.
10:14:04 THEY ARE IN OUR THOUGHTS AND PRAYERS.
10:14:05 RECENTLY HAD AN OPPORTUNITY TO GO TO A RECEPTION FOR
10:14:11 DR. TIMUR WHO IS THE NEW PRESIDENT OF FLORIDA GULF COAST
10:14:15 UNIVERSITY.
10:14:15 HE WAS AT THE CALUSA CENTER IN FORT MYERS LAST WEEK.
10:14:19 SHE PRESENTED HER FIVE-YEAR PLAN AND HER VISION FOR FLORIDA
10:14:23 GULF COAST UNIVERSITY.
10:14:25 SOME OF YOU MAY BE AWARE THAT FLORIDA GULF COAST RECENTLY
10:14:29 CELEBRATED THEIR 25th ANNIVERSARY AND IS GROWING
10:14:32 SUBSTANTIALLY OVER THE YEARS TO I THINK SOMEWHERE IN THE
10:14:35 VICINITY OF ABOUT 16,000 STUDENTS.
10:14:38 DR. TIMUR PRESENTED HER VISION, DID A REALLY NICE JOB OF
10:14:42 OUTLINING WHERE SHE SEES THE UNIVERSITY GOING FORWARD IN THE
10:14:46 NEXT FIVE YEARS AND BEYOND.
10:14:48 HAD THE OTHER OPPORTUNITY TO APPEAR OR TO DO A PRESENTATION
10:14:53 TO THE FLORIDA GARDEN SOCIETY YESTERDAY AT THE EMBASSY

10:14:58 SUITES.
10:14:59 SO MYSELF AND ABOUT 125 WOMEN, BUT THEY DO A REALLY NICE JOB
10:15:04 OF PRESENTING OPPORTUNITIES FOR GARDENING THROUGHOUT THE
10:15:09 STATE.
10:15:09 THEY HAVE ABOUT 12 DIFFERENT CHAPTERS THROUGHOUT THE STATE,
10:15:13 AND THEY DO A PRETTY NICE JOB OF PRESENTING OPPORTUNITIES
10:15:16 FOR DIFFERENT THINGS AS WELL AS A NUMBER OF DIFFERENT TRIPS
10:15:19 AND VENUES THROUGHOUT THE STATE AND INTERNATIONALLY.
10:15:23 IT WAS REALLY NICE OPPORTUNITY.
10:15:25 THANK YOU.
10:15:27 >>Mayor McLain: DID YOU GET ANY GOOD GROWING TIPS?
10:15:29 >>Jim Ward: WELL, I DID, BUT UNFORTUNATELY THEY KNOW HOW TO
10:15:33 GROW PLANTS; I KNOW HOW TO KILL PLANTS.
10:15:37 [LAUGHTER]
10:15:37 >>Mayor McLain: COUNCILMAN ZALUCKI.
10:15:39 >>George Zalucki: THANK YOU, MAYOR.
10:15:40 THE ONLY THING I WOULD LIKE TO SAY IS I WOULD LIKE TO ECHO
10:15:44 OUR SENTIMENTS HERE ON THE DAIS IN REGARDS TO RAFAEL AND HIS
10:15:48 ROAD TO A SPEEDY AND HEALTHY RECOVERY AND PRAYERS ARE WITH
10:15:52 HIM AND HIS FAMILY AS WELL.
10:15:54 IN ADDITION, ON THAT NOTE, JUST WANT EVERYBODY TO BE AWARE
10:15:59 THAT WE ARE GOING TO PULL TOGETHER AS A TEAM AND MAKE SURE
10:16:01 THAT VETERANS DAY, THE EVENT IS PULLED OFF SUCCESSFULLY.
10:16:06 I KNOW ALL OF US UP HERE ARE COMMITTED TO DOING THAT ALONG

10:16:10 WITH STEVE AND CAROL AND OUR ENTIRE STAFF.

10:16:13 WE'RE GOING TO MAKE SURE IT'S COVERED.
10:16:17 JUST AS A REMINDER TO THE COMMUNITY, THE VETERANS DAY EVENT
10:16:19 IS NOVEMBER 11.
10:16:21 IT IS A SATURDAY.
10:16:22 IT'S GOING TO BE A BIG EVENT.
10:16:24 AND IF YOU DO HAVE, AGAIN, I'LL MAKE A PLUG FOR THE CLASSIC
10:16:29 AMERICAN CARS.
10:16:29 WE'LL HAVE A DISPLAY THERE.
10:16:31 IF THERE'S ANYBODY IN THE COMMUNITY THAT HAS A CAR AS SUCH
10:16:35 THAT WOULD LIKE IT ON DISPLAY, PLEASE LOOK ME UP ON THE
10:16:38 VILLAGE WEBSITE.
10:16:39 SEND ME A NOTE, AN E-MAIL OR A PHONE CALL AND I WOULD BE
10:16:43 HAPPY TO TALK TO YOU AND REGISTER YOUR VEHICLE.
10:16:45 THANK YOU.
10:16:46 >>Mayor McLain: THANK YOU ALL.
10:16:47 I WOULD LIKE TO THANK -- I WOULD LIKE TO ADD TO THE COMMENTS
10:16:53 ABOUT RAFAEL.
10:16:54 I THINK HE SHOULD KNOW THAT EVERYONE HERE ON COUNCIL AND I
10:16:58 THINK AROUND THE WHOLE VILLAGE IS PRAYING FOR HIM AND HIS
10:17:03 FAMILY AND THAT THEY WILL BE ABLE TO GET THROUGH THIS ORDEAL
10:17:09 SUCCESSFULLY AND GET BACK TO A NORMAL LIFE.
10:17:12 WE PRAY FOR THAT EVERY DAY.
10:17:13 I ALSO WANT TO THANK COUNCILMAN WARD FOR GOING TO THE GARDEN
10:17:18 SOCIETY.
10:17:19 I HAD ANOTHER COMMITMENT.

10:17:22 SO YOU DID AN ADMIRABLE JOB EVEN THOUGH -- YOU GOT TIPS, BUT
10:17:27 MAYBE CAN'T IMPLEMENT THOSE.
10:17:29 THAT CAN HAPPEN SOMETIMES.
10:17:31 LAST TUESDAY, COUNCIL GAVE ME PERMISSION TO GO FORWARD
10:17:38 AGAIN, SECOND TIME, TO THE CHARTER REVIEW COMMITTEE, WHICH
10:17:44 IS A LEE COUNTY APPOINTED POSITION TO REVIEW THE CHARTER AND
10:17:48 MAKE AMENDMENTS TO THOSE CHARTER, WHICH IS AN IMPORTANT
10:17:52 THING TO DO LIKE EVERY TEN YEARS OR SO.
10:17:54 SO MYSELF AND OUR VILLAGE ATTORNEY, ROB, BOTH PRESENTED AT
10:18:00 THE MEETING LAST TUESDAY EVENING, ALONG WITH THE MAYORS OF
10:18:04 FORT MYERS AND CAPE CORAL.
10:18:09 I THINK WE ALL SPOKE WHAT WAS MEANINGFUL TO US.
10:18:12 I THINK EVERYBODY LISTENED.
10:18:15 UNFORTUNATELY, THERE WERE PRESENTATIONS BY -- THERE PROBABLY
10:18:25 WERE 10 OR 12 FIRE, CHIEFS, ADMINISTRATORS, FOR THE FIRE
10:18:31 DISTRICTS AROUND LEE COUNTY, AND THEY WERE IN SUPPORT OF THE
10:18:35 AMENDMENT TO VERY SEVERELY LIMIT VOLUNTARY ANNEXATIONS
10:18:42 WITHIN ALL OF LEE COUNTY.
10:18:44 I THINK THERE IS A LONG STORY TO TALK TO ABOUT THAT, BUT
10:18:49 WE'LL LOOK AT THAT AT A DIFFERENT DATE.

10:18:51 WHEN WE GOT THERE, WE THOUGHT PRETTY OPTIMISTIC THERE WOULD
10:18:57 NOT BE SUFFICIENT VOTES TO MOVE THIS FORWARD TO A BALLOT
10:19:00 INITIATIVE.
10:19:01 AS WE LEFT, WE SAID WE'RE NOT REALLY SURE.
10:19:05 MY GENERAL THOUGHTS, AND THE ATTORNEY CAN COMMENT ON THIS

10:19:09 ALSO, IS THAT THERE WAS CONFUSION AMONGST THE CHARTER GROUP
10:19:15 AS TO HOW DO YOU REALLY MANAGE THIS KIND OF REGULATION
10:19:21 EFFECTIVELY WHEN IT GOES TO THE COMMISSIONERS, A BODY OF
10:19:25 FIVE PEOPLE, HOW ARE THEY GOING TO MAKE A DECISION AND IS IT
10:19:28 GOING TO BE BINDING AND ALL?
10:19:29 SO THEY ASKED THE LEE COUNTY ATTORNEY FOR ADVICE ON THAT,
10:19:35 AND SHE BASICALLY KICKED IT BACK TO THE CHARTER AND SAID,
10:19:39 THAT'S YOUR RESPONSIBILITY TO BRING ME THE IDEAS AND I'LL
10:19:42 PUT IT BACK INTO THE APPROPRIATE LANGUAGE.
10:19:45 I'M HOPEFUL THAT AS THEY START TO THINK THROUGH THE RULES
10:19:50 AND REGULATIONS THAT THE NEED FOR THAT AMENDMENT IS -- THERE
10:19:56 IS NO NEED FOR IT BECAUSE RIGHT NOW CITIES AND LEE COUNTY
10:20:01 STAFF AND ADMINISTRATION AND THE MEMBERS THERE, WE ALL TALK
10:20:07 ON A REGULAR BASIS.
10:20:08 WE ALL KNOW EACH OTHER.
10:20:10 AND THE INTENT OF THIS AMENDMENT WAS TO MAKE SURE THAT WE
10:20:13 HAVE A DOOR THAT'S OPEN THAT WE CAN TALK BACK AND FORTH.
10:20:16 SO THE REAL NEED FOR THIS I THINK IS NOT PRESENT, AND SO I'M
10:20:23 HOPEFUL THAT THE 15 MEMBERS OF THIS GROUP WILL REALIZE THAT
10:20:28 AS THEY ARE TRYING TO FORMULATE THAT.
10:20:31 I DO BELIEVE THAT ROB AND I MAY BE BACK AGAIN AND MAY TRY TO
10:20:35 DO AMMUNITION ON THIS, BUT WE'LL SEE WHERE IT GOES.
10:20:39 WHAT WOULD HAPPEN, IF THE CHARTER GROUP DECIDES TO MOVE IT
10:20:43 FORWARD, THEY MOVE IT FORWARD TO OUR COMMISSIONERS FOR
10:20:47 APPROVAL.

10:20:47 AND I THINK IF IT GETS MOVED UP TO THAT LEVEL, IT WILL
10:20:50 PROBABLY GET RUBBER STAMPED.
10:20:52 IF WE CAN STOP IT BEFORE THAT, I THINK IT'S GOOD.
10:20:55 WE MAY BE BACK.
10:20:57 IF ANYBODY HAS IDEAS ON THAT, PLEASE GET THEM TO ROB BECAUSE
10:21:01 I DON'T THINK WE CAN TALK ABOUT IT DIRECTLY OURSELVES.
10:21:04 I'M GIVING IT ABOUT A 50-50 CHANCE.
10:21:08 I MAY BE AN OPTIMIST.
10:21:10 [LAUGHTER]
10:21:11 AND THAT'S ALL I'VE GOT FOR TODAY.
10:21:15 >>Jim Ward: JON, WOULD YOU PROVIDE AN OVERVIEW OF WHAT THE
10:21:20 RATIONALE OF THE FIRE CHIEF FOR SUPPORTING?
10:21:23 >>Mayor McLain: THEIR MAIN RATIONALE, THEY HAVE ONE EXAMPLE.
10:21:26 IN THE NORTH CAPE, THERE WAS A FIRE STATION BUILT FOR $5
10:21:33 MILLION, AND WHEN CAPE CORAL ANNEXED A PORTION OF PROPERTY,
10:21:39 IT WAS IN THE SERVICE AREA OF THE FIRE DEPARTMENT, AND PER

10:21:43 FLORIDA LAW, I BELIEVE THEY HAVE TO CONTINUE TO SUPPORT THE
10:21:48 EXPENDITURES FOR UP TO FIVE YEARS -- FOUR YEARS, AND THE
10:21:55 FIRE DEPARTMENT'S RATIONALE WAS, WE HAVE A $5 MILLION
10:22:00 INVESTMENT, FOUR YEARS WILL NOT SUFFICIENTLY MAKE US WHOLE.
10:22:06 SO THEY ARE SAYING WE NEED MORE THAN THAT.
10:22:08 IT DOESN'T MEAN THE CITY OF CAPE CORAL CAN'T CONTINUE TO
10:22:13 SUPPORT THAT EFFORT.
10:22:16 AS A CITIZEN LOOKING AT THAT, I WOULD HAVE LIKED TO HAVE HAD
10:22:21 THE OPPORTUNITY TO SPEAK, BUT WE ONLY GOT OUR THREE MINUTES

10:22:24 AND COULDN'T GO BACK FOR REBUTTAL.
10:22:28 MY REAL QUESTION IS, WHY ARE FIRE DEPARTMENTS BUILDING $5
10:22:31 MILLION STRUCTURES WITHOUT FULL COMMUNICATION AMONGST LEE
10:22:37 COUNTY FOR THE NEED FOR SUCH A STRUCTURE?
10:22:41 THERE'S GOING TO BE A SERVICE AREA, HOW IS IT GOING TO BE
10:22:43 SUPPORTED?
10:22:45 OBVIOUSLY, CAPE CORAL IS GROWING TO THE NORTH, WHY WOULD YOU
10:22:49 BUILD A STRUCTURE WITHOUT UNDERSTANDING WHAT THE FINANCES
10:22:52 ARE GOING TO BE FOR THAT AHEAD OF TIME?
10:22:54 IF THAT WERE TO HAPPEN IN ESTERO, ANY ANNEXATION, WE HAVE
10:23:01 THE ESTERO FIRE DEPARTMENT.
10:23:04 ALL OF OUR AREAS, ALL OF THE VILLAGE PEOPLE ARE PAYING FOR
10:23:07 THAT.
10:23:07 SOME ARE PAYING, SAN CARLOS PARK, LIKE MYSELF, THERE
10:23:12 WOULDN'T BE THAT KIND OF A PROBLEM, BUT THERE IS AN ISSUE UP
10:23:15 THERE.
10:23:15 I THINK THAT IS THE FIRE CHIEF -- WE BUILD, WE WANT TO MAKE
10:23:18 SURE THAT WE'RE TAKEN CARE OF FINANCIALLY.
10:23:20 AND I THINK THAT'S SOMEWHAT VALID, BUT I THINK GOING BEFORE
10:23:24 THAT, SHOULDN'T BE MAKING CAPITAL INVESTMENTS WITHOUT
10:23:28 UNDERSTANDING WHAT COULD POSSIBLY HAPPEN FOR YOUR FINANCING
10:23:31 STREAM IN THERE.
10:23:31 OTHER THAN THAT, SO THEY ARE OBVIOUSLY IN SUPPORT OF HAVING
10:23:35 A REVIEW BY THE COMMISSIONERS, AND, YOU KNOW, IT'S A
10:23:44 DIFFICULT SITUATION.

10:23:45 >>Jim Ward: THANK YOU.
10:23:46 >>Mayor McLain: I'LL TURN IT OVER TO OUR VILLAGE ATTORNEY.
10:23:49 >>Robert Eschenfelder: THANK YOU, MAYOR.
10:23:50 JUST VERY QUICKLY TO SPEAK TO THE CITIZEN WHO CAME, MR.
10:23:57 RILEY, TALK ABOUT THE GARAGE LITIGATION.
10:24:01 HE IS REPRESENTED BY COUNSEL.
10:24:03 IT'S UNFORTUNATE THAT HIS ATTORNEY APPARENTLY IS NOT
10:24:07 EXPLAINING TO HIM WHAT'S GOING ON.
10:24:08 BUT I WANT TO MAKE SURE THAT -- AND I'VE TALKED TO I KNOW
10:24:13 COUNCILMEMBER FAYHEE ABOUT THIS SEVERAL TIMES -- BUT THE --
10:24:18 SO WE HAVE -- WE'RE IN A THREE-PARTY LITIGATION.
10:24:22 THE QUESTION BEFORE THE COURT IS BASICALLY, OKAY, EVERYBODY

10:24:26 ADMITS THAT THE GARAGE WAS BUILT 36% LARGER THAN WHAT IT
10:24:31 SHOULD HAVE BEEN UNDER OUR CODE.
10:24:34 BUT IT'S BUILT.
10:24:35 SO WHAT NOW SHOULD HAPPEN?
10:24:37 BOTH MR. RILEY'S ATTORNEY AND I HAVE FILED MOTIONS FOR
10:24:43 JUDGMENT ON THE PLEADINGS, WHICH BASICALLY SAYS, YOUR HONOR,
10:24:47 THERE ARE NO DISPUTED ISSUES OF FACT.
10:24:49 THE LAW IS AS WE BOTH ARE PRESENTING IT TO YOU.
10:24:52 TELL US, JUDGE, WHAT YOU THINK SHOULD HAPPEN.
10:24:55 WE HAVE A HEARING ON THESE MOTIONS FOR NOVEMBER THE 13th
10:25:00 AT 10 A.M.
10:25:01 I EXPECT THE JUDGE PROBABLY WON'T RULE THAT DAY.
10:25:06 HE'LL PROBABLY TAKE IT UNDER ADVISEMENT AND GET HIS LAW

10:25:11 CLERK TO FIGURE OUT WHICH WAY HE SHOULD COME DOWN.
10:25:14 BUT I THINK THAT IT SOUNDS LIKE THE RESIDENT IS UNDER THE
10:25:18 IMPRESSION THAT MERELY FILING THE LAWSUIT WOULD RESULT IN
10:25:21 THE VILLAGE FIRING UP BULLDOZERS AND GOING IN AND TEARING
10:25:27 DOWN THE GARAGE, BUT THAT'S NOT HOW GOVERNMENT OPERATES.
10:25:31 AND I DON'T -- I HAVE ADVISED THE VILLAGE AGAINST DOING THAT
10:25:35 KIND OF A THING.
10:25:35 THEY KEEP TALKING ABOUT REVOKING A PERMIT, BUT REVOKING A
10:25:39 PERMIT IS UTTERLY IRRELEVANT AT THIS POINT.
10:25:42 THE STRUCTURE HAS BEEN BUILT.
10:25:43 SO WHAT REALLY THE COURT NEEDS TO FIGURE OUT WHAT TO DO IS
10:25:47 WHAT WILL HAPPEN WITH THAT STRUCTURE?
10:25:50 I THINK THAT THERE IS AN EXPECTATION THAT THE STRUCTURE, IF
10:25:54 THERE IS A REPLACEMENT STRUCTURE, IT WILL BE LOWER.
10:25:57 THAT'S NOT THE CASE, AS I'VE TRIED TO EXPLAIN TO MR. AND
10:26:01 MRS. RILEY'S ATTORNEY, THE HEIGHT ISN'T AN ISSUE UNDER OUR
10:26:05 CODE.
10:26:06 IT'S JUST THAT IT'S 36% LARGER THAN IT NEEDS TO BE.
10:26:10 SO LITERALLY MR. DUKE COULD SAW OFF 36% OF IT ON THE SIDE OR
10:26:16 ON THE BACK, AND HE WOULD BE IN COMPLIANCE.
10:26:18 I DON'T KNOW THAT EVEN IF THEY GET THAT KIND OF RELIEF THAT
10:26:23 THEY ARE GOING TO BE HAPPY, BUT IT'S THEIR LAWSUIT, SO THEY
10:26:26 GET TO ASK FOR WHAT THEY WANT TO ASK FOR.
10:26:29 ALL I HAVE ADVISED THE VILLAGE ALL ALONG AND ALL I HAVE TOLD
10:26:32 MR. RILEY'S ATTORNEY ALL ALONG IS WE'RE NOT GOING TO GO ON

10:26:36 TO SOMEONE'S PRIVATE PROPERTY AND TEAR DOWN PROPERTY UNLESS
10:26:41 WE'RE TOLD TO BY A JUDGE.
10:26:43 SO THAT'S WHAT THIS IS ALL ABOUT.
10:26:46 I UNDERSTAND EVERYONE HAS FEELINGS ON IT.
10:26:50 I UNDERSTAND WE ALL WISH WE COULD GO BACK IN TIME AND MAKE
10:26:54 SURE THAT THE FOLKS THAT WERE IN THE BUILDING DEPARTMENT AT
10:26:56 THE TIME WOULD HAVE PAID MORE ATTENTION TO DETAIL.
10:26:59 BUT THEY DIDN'T.

10:27:01 THE GARAGE GOT BUILT, AND HERE WE ARE.
10:27:03 SO WE LIVE IN A SYSTEM OF LAWS.
10:27:05 WE HAVE JUDGES FOR THESE THINGS AND HOPEFULLY BY MID
10:27:09 DECEMBER WE'LL GET AN ORDER WHERE EVERYONE WILL KNOW WHERE
10:27:12 THE LAW WOULD BE.
10:27:13 AS I TOLD YOU ALL BEFORE, WHATEVER THE JUDGE RULES, THE
10:27:17 JUDGE RULES.
10:27:18 I'M NOT GOING TO APPEAL IT.
10:27:19 I'LL REPORT IT TO YOU AND YOU CAN TELL ME TO APPEAL IT.
10:27:22 IF THE JUDGE GOES TELL US TO TEAR IT DOWN, WE'LL GO TEAR IT
10:27:26 DOWN.
10:27:27 I SUSPECT WHAT WILL HAPPEN IS THE JUDGE WILL SAY, MR. DUKE,
10:27:30 YOU KNEW OR SHOULD HAVE KNOWN AS THE OWNER OF THE PROPERTY
10:27:33 WHAT THE CODE READ EVEN IF THE BUILDING DEPARTMENT MESSED
10:27:35 UP, YOUR GARAGE IS NOW OUT OF COMPLIANCE.
10:27:38 YOU, MR. DUKE, NEED TO FIGURE OUT HOW TO MAKE IT 36% SMALLER
10:27:43 AND PUT IT ONTO HIM.

10:27:45 THAT WON'T MAKE HIM HAPPY, BUT IF THAT'S HOW THE JUDGE
10:27:48 RULES, THAT'S HOW THE JUDGE RULES.
10:27:49 IN ANY EVENT, WHEN I GET AN ORDER, I'LL MAKE SURE YOU ARE
10:27:53 MADE AWARE OF IT, GET A COPY OF IT AND WE'LL CONTINUE TO
10:27:56 WORK WITH ALL THE PARTIES AS BEST WE CAN TO GET THROUGH THE
10:27:59 SITUATION.
10:28:00 HOPEFULLY THAT GIVES YOU A BETTER FEEL FOR WHERE WE ARE AT.
10:28:03 >>Mayor McLain: ROB, I'VE GOT A QUESTION ABOUT NOT
10:28:05 SPECIFICALLY THIS CASE, BUT IN GENERAL, ONE OF OUR ROLES IS
10:28:10 WE KEEP CONSTANT DIALOGUE WITH THE PUBLIC OUT THERE ON A
10:28:14 VARIETY OF ISSUES.
10:28:16 THE QUESTION IS, WHEN ATTORNEYS GET INVOLVED, WHAT SHOULD
10:28:21 OUR STANCE BE AS FAR AS COMMUNICATION BACK AND FORTH WITH
10:28:26 OUR CONSTITUENT THAT HAS BROUGHT A LAWSUIT EITHER AGAINST US
10:28:30 OR AGAINST ANOTHER PARTY?
10:28:32 THAT SEEMS LIKE TREACHEROUS GROUND A LITTLE BIT.
10:28:39 >>Robert Eschenfelder: MY DESIRE, SLASH, ADVICE, FOR EACH OF
10:28:41 YOU INDIVIDUALLY IS THAT YOU ARE CERTAINLY WELCOME TO TAKE
10:28:45 CONCERNS, QUESTIONS, HEAR WHAT PEOPLE HAVE TO SAY.
10:28:50 PART OF WHAT I DO FOR THE VILLAGE IS TO ANSWER TO YOU ALL,
10:28:56 AND MANY OF YOU HAVE ALREADY DONE IT OVER TIME FOR VARIOUS
10:28:59 PIECES OF LITIGATION.
10:29:00 YOU CONTACT ME AND YOU SAY, ROB, I'VE BEEN TOLD THIS OR
10:29:04 ASKED THIS, HOW SHOULD I RESPOND?
10:29:06 SHOULD I RESPOND -- YOU KNOW, AND I WILL GUIDE YOU.

10:29:09 THEY ARE IN LITIGATION.
10:29:10 THERE IS A RULE OF EVIDENCE CALLED ADMISSION BY A PARTY
10:29:13 OPPONENT, SO ANYTHING THAT A VILLAGE AGENT SAYS, ESPECIALLY
10:29:18 ELECTED OFFICIAL, COULD BE USED AGAINST US LATER ON DOWN THE

10:29:21 ROAD.
10:29:22 SO MY PREFERENCE WOULD BE THAT YOU DO A LOT LESS TALKING AND
10:29:25 A LOT MORE LISTENING.
10:29:27 AND YOUR RESPONSE COULD BE, BECAUSE THIS IS IN LITIGATION, I
10:29:30 WILL HAVE TO CONFER WITH THE VILLAGE ATTORNEY, BUT IF I CAN
10:29:34 CONVEY ANYTHING BACK TO YOU AFTER I TALK TO HIM, THEN I
10:29:37 CERTAINLY WILL.
10:29:38 IF NOT, YOU'RE REPRESENTED BY A LAWYER.
10:29:41 PLEASE HAVE YOUR LAWYER CALL THE VILLAGE ATTORNEY BECAUSE
10:29:44 IT'S LIKELY THAT THE QUESTION WILL BE ANSWERED AND YOUR OWN
10:29:48 LAWYER CAN PROVIDE THAT ANSWER BACK TO YOU.
10:29:50 JUST KIND OF DON'T WANT YOU ALL TO BECOME CONDUITS WITH
10:29:54 LITIGANTS WHEN REALLY THE LAWYERS AT THAT POINT SHOULD BE
10:29:56 WORKING WITH EACH OTHER.
10:29:57 AND I AM, AGAIN, DISAPPOINTED THAT MR. RILEY SPENT HIS
10:30:02 MORNING ON ESSENTIALLY WHAT IS A FALSE PREMISE, THAT HE WAS
10:30:05 TOLD JUST FILE A LAWSUIT AND THE BUILDING WILL COME DOWN.
10:30:08 THAT'S NEVER BEEN THE CASE AND HIS LAWYER KNOWS THAT AND HIS
10:30:11 LAWYER HAS NEVER CONTACTED ME FOR SIX, SEVEN MONTHS, WEEKS
10:30:17 NOW, OVER THAT QUESTION.
10:30:18 I'LL GET WITH HIM LATER TODAY AND SAY, YOU KNOW, HEY, YOUR

10:30:23 CLIENT CAME AND TALKED TO US.
10:30:24 COULD YOU PLEASE GET WITH HIM AND CLARIFY BECAUSE HE NEEDS
10:30:26 TO HEAR FROM HIS OWN LAWYER.
10:30:28 THAT'S WHAT IS GOING TO HAPPEN.
10:30:30 NOVEMBER 13 IS THE DATE AND SOON THEREAFTER I'M SURE THE
10:30:33 COURT WILL TELL US ALL WHAT TO DO.
10:30:36 >>Mayor McLain: IN THAT REGARD, I THINK COUNCIL REALLY
10:30:38 APPROACHED IT WELL TODAY IN THAT THERE WERE COMMENTS FROM
10:30:44 ONE OF OUR CONSTITUENTS, AND I THINK WE LISTENED TO IT.
10:30:47 AND IN SIMILAR TYPE SITUATIONS, WE SHOULD LISTEN, ESPECIALLY
10:30:50 IF WE KNOW THERE IS A LAWSUIT THAT'S IN THERE.
10:30:52 AND I THINK EVEN IF THERE IS NOT A LAWSUIT, WE ALWAYS LIKE
10:30:56 TO LISTEN, AND THEN WE APPROPRIATELY EITHER TURN IT TO THE
10:30:59 ATTORNEY, THE VILLAGE MANAGER OR APPROPRIATE STAFF.
10:31:03 BECAUSE TRYING TO GET INTO A DIALOGUE BACK AND FORTH HERE ON
10:31:06 THE DAIS IS REALLY, I THINK WE ALL HAVE ENOUGH EXPERIENCE
10:31:10 NOW THAT WE KNOW THAT DOESN'T END WELL, GENERALLY SPEAKING.
10:31:14 I THINK TODAY WE DID A GOOD JOB ON THAT.
10:31:18 ANYTHING ELSE, COUNSELOR?
10:31:22 >>Jim Ward: I ACTUALLY RECENTLY HAD CONVERSATION WITH ROBERT
10:31:24 ABOUT THAT, ON TWO PARTICULAR ISSUES.
10:31:27 ONE RELATED TO THE BUILDING, THAT STRUCTURE.
10:31:30 AND THE SECOND IS THERE'S A LOT OF FEEDBACK GOING ON RIGHT
10:31:34 NOW WITH RESPECT TO THE WINN DIXIE PROJECT AT THE BROOKS
10:31:37 THAT I AM PARTICULARLY GETTING A LOT OF E-MAILS ON.

10:31:40 SO I NEEDED ROBERT'S COUNSEL ON HOW TO APPROACH THAT,
10:31:45 PARTICULARLY SINCE BOTH OF THEM WERE POTENTIALLY SUBJECT TO
10:31:48 A LAWSUIT.
10:31:49 BUT I JUST WANTED TO FOLLOW UP ON YOUR THOUGHTS OR COMMENTS
10:31:56 ON THE BUILDING.
10:31:57 AM I CORRECT THAT YOU'RE SAYING IT DOES MEET THE HEIGHT
10:32:00 REQUIREMENTS BUT IT'S 36% LARGER IN SQUARE FOOTAGE SO HE
10:32:05 COULD ACTUALLY CUT OFF AND THE HEIGHT WOULD STILL BE
10:32:08 ALLOWABLE?
10:32:10 >>Robert Eschenfelder: THAT'S CORRECT.
10:32:11 I GOT WITH VILLAGE STAFF.
10:32:13 MR. HART AND ASKED HIM, BECAUSE I WAS PREPARING MY MOTION
10:32:16 FOR JUDGMENT.
10:32:17 AND I SAY, CAN YOU PLEASE GIVE ME A PRECISE CALCULATION?
10:32:21 WHAT DOES THE CODE READ AT THE TIME?
10:32:23 WHAT GOT BUILT?
10:32:25 WHAT SHOULD HAVE GOT BUILT?
10:32:26 HE PREPARED THAT FOR ME AND GOT IT BACK TO ME AND THAT WAS
10:32:29 HIS ASSESSMENT WHICH THE OTHER SIDE ISN'T FIGHTING, THAT
10:32:32 IT'S 36% LARGER THAN IT NEEDS TO BE.
10:32:34 BUT IN TERMS OF THE HEIGHT SITUATION, STAFF HAS CONFIRMED,
10:32:38 IT'S ALLOWED TO BE THAT HIGH.
10:32:40 THE QUESTION OF SHOULD SUCH GARAGE ALLOWED TO BE THAT HIGH,
10:32:45 THAT'S UP TO YOU ALL TO TALK ABOUT, BUT THAT WOULD REQUIRE A
10:32:49 CODE CHANGE BECAUSE UNDER OUR CURRENT CODE, THAT'S NOT --

10:32:53 THE HEIGHT ISN'T AN ISSUE.
10:32:56 >>Jim Ward: IF COUNCIL DID FEEL FOR WHATEVER REASON THAT
10:32:58 HEIGHT WAS NOT APPROPRIATE FOR THE AREA, IS THERE A REMEDY
10:33:03 WE COULD TAKE TO GO FORWARD AND MAKE SURE IT DOESN'T HAPPEN
10:33:06 AGAIN?
10:33:07 >>Robert Eschenfelder: MOVING FORWARD, ABSOLUTELY.
10:33:09 YOU CHANGE YOUR CODE.
10:33:10 YOU CAN'T PUT THAT ON SOMEONE WHO ALREADY LAWFULLY -- BUT
10:33:13 FOR THE FUTURE, BECAUSE THAT IS AN AREA WHERE OTHER SIMILAR
10:33:16 STRUCTURES IN THEORY COULD BE BUILT.
10:33:19 YOU TELL YOUR PLANNING DIRECTOR GIBBS TO PLEASE BRING
10:33:24 SOMETHING BACK TO US.
10:33:26 MAYBE HAVE A WORKSHOP AND LET'S TALK ABOUT WHAT THE
10:33:28 APPROPRIATE HEIGHT SHOULD BE, AND IT WOULD BE AN EASY CODE
10:33:31 CHANGE.
10:33:33 >>Mayor McLain: I'D SAY THAT WE SHOULD HAVE A WORKSHOP ON
10:33:35 THAT TO KIND OF REVIEW IT BECAUSE WE DON'T TAKE THE TIME
10:33:38 ALWAYS TO GO THROUGH ALL THE DETAILS ON THAT.
10:33:40 WE SHOULD MAKE SURE THAT IT'S APPROPRIATE FOR WHERE WE ARE
10:33:43 AS A VILLAGE TODAY.
10:33:45 SO WE'LL LEAVE IT TO THE VILLAGE MANAGER TO GET THAT ON A
10:33:49 WORKSHOP HERE AT THE APPROPRIATE TIME, ROB.

10:33:51 IT MAY NOT BE THE APPROPRIATE TIME TO DO THAT TODAY.
10:33:54 >>Robert Eschenfelder: IT WOULDN'T AFFECT THIS LITIGATION.
10:33:56 WHENEVER IT MEETS THE SCHEDULE OF STAFF IS FINE WITH ME.

10:33:59 >>Mayor McLain: OKAY.
10:34:00 GOOD.
10:34:01 >>Steven Sarkozy: MAYOR, JUST A QUICK COMMENT REGARDING
10:34:03 COUNCILMEMBER WARD'S CONCERN THERE AND OTHERS.
10:34:07 THE LAND DEVELOPMENT CODE THAT APPLIES TO THIS KIND OF
10:34:11 SITUATION IS SEVERAL HUNDRED PAGES LONG.
10:34:14 AND INVARIABLY THERE ARE GOING TO BE THINGS IN THERE THAT
10:34:18 YOU DON'T AGREE WITH.
10:34:19 THAT IS A DYNAMIC CODE AND SHOULD BE ROUTINELY REEVALUATED.
10:34:27 IF YOU SEE ELEMENTS IN THERE THAT ARE NOT CORRECT, WE CAN
10:34:33 CERTAINLY BRING THEM BACK.
10:34:34 THE SAME THING GOES FOR STAFF.
10:34:36 IF WE SEE THINGS IN THERE, WE WOULD LIKE TO BRING THEM BACK
10:34:39 TO YOU JUST TO SAY LET'S CHECK THIS.
10:34:41 BECAUSE IN THE CONSTRUCTION OF THAT CODE, I MEAN, YOU CAN
10:34:47 IMAGINE THE WORDSMITHING THAT WENT ON AND THE DETAIL THAT'S
10:34:50 INVOLVED IN THAT TO GUIDE ALL TYPES OF AND TRYING TO
10:34:54 ANTICIPATE WHAT KIND OF DEVELOPMENT WE MIGHT HAVE IS A
10:34:57 DAUNTING TASK FOR ANY CITY.
10:34:59 WE CAN BRING THIS BACK AS SOON AS POSSIBLE.
10:35:03 BUT THERE'S PROBABLY OTHER THINGS IN THERE THAT YOU SEE.
10:35:07 >>Mayor McLain: SO THE BUILDING IS 30 FEET TALL, AM I
10:35:10 READING THAT CORRECTLY OR IS IT MORE?
10:35:13 >>Robert Eschenfelder: DO YOU HAVE A RECOLLECTION?
10:35:16 45.

10:35:17 >>Mayor McLain: OH, IT'S 45.
10:35:20 A TYPICAL TWO STORY IS GOING TO BE LESS THAN THAT, I WOULD
10:35:24 IMAGINE.
10:35:25 OKAY.
10:35:26 GOOD.
10:35:26 WE'LL BRING IT UP AT THE WORKSHOP AND SEE WHAT WE HAVE TO
10:35:28 DO.
10:35:29 VILLAGE MANAGER COMMENTS.
10:35:33 >>Steven Sarkozy: ONLY ONE ITEM, AND THAT IS ON BEHALF OF
10:35:35 ALL STAFF, MYSELF, OF COURSE, DEEP SYMPATHY FOR OUR
10:35:42 COUNCILMEMBER LOPEZ AND HIS FAMILY.
10:35:44 WE WISH THEM THE VERY BEST AND A SPEEDY, COMPLETE RECOVERY.
10:35:52 >>Mayor McLain: IT'S ONLY 10:35.
10:35:54 WE WENT IN RECORD TIME TODAY.
10:35:56 THAT'S GOOD.
10:35:56 I'LL ENTERTAIN A MOTION TO ADJOURN.
10:35:58 >> SO MOVED.
10:35:59 >>Mayor McLain: COUNCILMAN WARD AND SECONDED BY COUNCILMAN

10:36:02 ZALUCKI.
10:36:03 [SOUNDING GAVEL]

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

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

DRAFT MINUTES

VILLAGE COUNCIL BUDGET MEETING

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

October 4, 2023 9:30 a.m.

1. CALL TO ORDER

INVOCATION

Pastor Jan Chance River of Life Church

PLEDGE OF ALLEGIANCE

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

Also present
Village 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. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

Motion: Motion to approve agenda with the deletion of 5(b).

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Motion by: Councilmember Fayhee
Seconded by: Vice Mayor Ribble

Action: Approved agenda with the deletion of 5(b).

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

3. PRESENTATION

(a) Captains for Clean Water presented by Dianna Ryan and Captain Chris Wittman

Presentation/Information by
Captain Chris Wittman

Council Questions or Comments
Councilmembers Ward, Lopez, Fayhee, Vice Mayor Ribble, and Mayor McLain

4. PUBLIC COMMENT ON NON-AGENDA ITEMS

None.

5. CONSENT AGENDA

(a) September 20, 2023 Council Budget Meeting Minutes
(b) Financial Report Month ended August 2023
(c) Superior Landscaping v. Village of Estero offer of Judgment

Motion: Motion to approve consent agenda with agenda item 5 b removed.
.

Motion by: Councilmember Fiesel
Seconded by: Councilmember Lopez

Action: Approved consent agenda with agenda item 5 b removed.

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

7. ACTION ITEMS

(a) Lien Mitigation 8800 Corkscrew Road Case No. 21060001

Staff Presentation/Comments
Mary Gibbs, Community Development Director
Stanley Knight, Code Enforcement
Robert Eschenfelder, Village Attorney

Presentation/Information by
Chas DeFelice, ProEnergy and Corkscrew Energy

Council Questions or Comments
Councilmembers Fiesel, Fayhee, Lopez, Ward, Zalucki, Vice Mayor Ribble, and Mayor McLain.

Public Comments
None.

Motion: Motion to approve the reduction of the lien to $25,000 plus administrative costs.

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Motion by: Councilmember Ward
Seconded by:

Action: Motion Failed

Motion: Motion to authorize the Village Attorney to negotiate with the violator on a recommended amount to come back to council. If that fails, authorize the village attorney to foreclose the lien.

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Motion by: Councilmember Zalucki
Seconded by: Councilmember Lopez

Action: Authorized the Village Attorney to negotiate with the violator on a recommended amount to come back to council. If that fails, authorize the village attorney to foreclose the lien.

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

(b) Lien Mitigation 20275 Sherrill Lane Case No. 18040009

Staff Presentation/Comments
Mary Gibbs, Community Development Director
Stanley Knight, Code Enforcement
Robert Eschenfelder, Village Attorney

Presentation/Information by
Kevin Bartlett, Kevin Bartlett Florida Real Estate

Council Questions or Comments
Councilmembers Zalucki, Lopez, Ward, Fayhee, Vice Mayor Ribble, and Mayor McLain.

Public Comments
None.

Motion: Motion to approve staff recommendation accepting the request of Troy Blasko, the new owner to release the Village's code enforcement lien against 20275 Sherrill Ln, Estero in exchange for the payment of $5000.00.

.

Motion by: Councilmember Fayhee
Seconded by: Mayor McLain

Action: Approved staff recommendation accepting the request of Troy Blasko, the new owner to release the Village's code enforcement lien against 20275 Sherrill Ln, Estero in exchange for the payment of $5000.00.

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

(c) Hazard Mitigation Application Assistance Contract

Staff Presentation/Comments
David Willems, Public Works Director

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

Public Comments
None.

Motion: Motion to approve Change Order No. 1 to Contract EC 2022-39 STA 02 with J.R. Evans Engineering, P.A. for the Estero River North Branch Drainage HMGP Assistance project and authorize the Village Manager to sign Change Order No. 1 to Contract EC 2022-39 STA 02 with J.R. Evans Engineering, P.A.

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Motion by: Councilmember Lopez
Seconded by: Councilmember Ward

Action: Approved Change Order No. 1 to Contract EC 2022-39 STA 02 with J.R. Evans Engineering, P.A. for the Estero River North Branch Drainage HMGP Assistance project and authorize the Village Manager to sign Change Order No. 1 to Contract EC 2022-39 STA 02 with J.R. Evans Engineering, P.A.

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

(d) Resolution No. 2023-26 Consideration of a Resolution regarding proposed County Charter amendment regarding voluntary annexation.

A Resolution of the Village of Estero, Florida, Opposing Amending the County Charter in any Manner Which Would Impede the Free Right of a Property Owner to

Voluntarily Annex into a Municipality and Opposing any Charter Language Which Would Allow County Commissioners to Arbitrarily Decide if a Voluntary Annexation May Occur; Making Related Findings; Providing for Severability and for an Effective Date.

Staff Presentation/Comments
Robert Eschenfelder, Village Attorney

Council Questions or Comments
Councilmembers Lopez, Fiesel, and Mayor McLain.

Public Comments
None.

Motion: Motion to approve Resolution No. 2023-26.

.

Motion by: Vice Mayor Ribble
Seconded by: Councilmember Lopez

Action: Approved Resolution No. 2023-26.

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

(e) Village Wide Traffic Study RFQ 2023-05

Staff Presentation/Comments
David Willems, Public Works Director

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

Public Comments
None.

Motion: Motion to approve consultants ranking for The Village Wide Traffic Study as follows: Number 1 – Johnson Engineering; Number 2 – Trebilcock Consulting Solutions; Number 3 – Pennoni and authorize staff to negotiate a contract with the Number 1 ranked firm, Johnson Engineering, to provide professional consulting services for the Village Wide Traffic Study.

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Motion by: Councilmember Fiesel
Seconded by: Councilmember Zalucki

Action: Approved consultants ranking for The Village Wide Traffic Study as follows: Number 1 – Johnson Engineering; Number 2 – Trebilcock

Consulting Solutions; Number 3 – Pennoni and authorize staff to negotiate a contract with the Number 1 ranked firm, Johnson Engineering, to provide professional consulting services for the Village Wide Traffic Study.

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

8. FIRST READING

(a) Ordinance No. 2023-07 Habitat Community Development District

An Ordinance of the Village Council of the Village of Estero, Florida Consenting to the Exercise by the Board of Supervisors of Habitat Community Development District of Certain Additional Powers Relating to Security; Providing for Conflict, Severability, and an Effective Date.

Staff Presentation/Comments
Mary Gibbs, Community Development Director
Robert Eschenfelder, Village Attorney

Presentation/Information by
Greg Urbancic, Attorney

Council Questions or Comments
Councilmembers Zalucki, Ward, Lopez, Vice Mayor Ribble, and Mayor McLain.

Public Comments
None.

Motion: Motion to pass first reading and set second reading and public hearing for October 18, 2023.

Motion by: Councilmember Zalucki
Seconded by: Vice Mayor Ribble

Action: Passed first reading and set second reading and public hearing for October 18, 2023.

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

9. PUBLIC HEARING

(a) Resolution No. 2023-25 confirming under the State "Live Local Act" that there is no Village-owned property suitable for affordable housing.

A Resolution of the Village of Estero, Florida, Confirming No Ownership of Property Suitable for Affordable Housing; Making Related Findings; Providing for Severability and for an Effective Date.

Staff Presentation/Comments
Robert Eschenfelder, Village Attorney

Council Questions or Comments
None.

Public Comments
None.

Motion: Motion to approve Resolution No. 2023-25.

.

Motion by: Councilmember Fiesel
Seconded by: Councilmember Fayhee

Action: Approved Resolution No. 2023-25.
Vote: (Roll Call)
Aye: Councilmembers Fiesel, Fayhee, Lopez, Ward, Zalucki, Vice Mayor Ribble, and Mayor McLain.
Nay:
Abstentions:

10. PUBLIC COMMENT ON NON-AGENDA ITEMS

None.

11. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

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

Staff Presentation/Comments
Robert Eschenfelder, Village Attorney

12. VILLAGE ATTORNEY'S REPORT

Robert Eschenfelder, Village Attorney

13. VILLAGE MANAGER'S REPORT

None.

Adjourn Regular Session at 11:52 am and Convene Workshop Item 12:02 pm.

14. WORKSHOP

(a) Discussion on Revisions to Council Procedures

Staff Presentation/Comments
Robert Eschenfelder, Village Attorney
Carol Sacco, Village Clerk

Council Questions or Comments
Councilmembers Fayhee, Lopez, Ward, Zalucki, Vice Mayor Ribble, and Mayor McLain.

15. ADJOURNMENT at 12:57 pm

Motion by Councilmember Fiesel and seconded by Councilmember Zalucki.

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
October 18, 2023

Agenda Item:

Financial Report for the month ended August 30, 2023.

Description:

This financial report provides budget to actual comparisons for the month ending August 30, 2023, which is the **eleventh** month of the 2022-2023 fiscal year. Activity year to date is trending as projected during the fourth quarter of the fiscal year.

- *Ad valorem (real estate) taxes*: August was the tenth month of ad valorem taxes being remitted to the Village from the Lee County Tax Collector. In August, the Village received 0.0%, or $0, of the annual budgeted ad valorem taxes, bringing the year-to-date totals to approximately $5.72 million, or 101% of the budgeted amount.

- *General Fund*: State Revenue Sharing Sales Tax (101%), and State Revenue Sharing Fuel Tax (101%) remain strong at this point in the year, Half-Cent Sales Tax (103%) accounted for $323,280 of its $3,610,209 year-to-date totals in August.

- *Hurricane Ian Expenditures:* In August, the Village paid $1,125 for Hurricane Ian debris related expenditures. Hurricane Ian disaster recovery expenditures through August 30, 2023, total $7,044,506. Expenditures after this date are anticipated to be minimal. The Village is seeking Federal Emergency Management Agency (FEMA) Public Assistance to reimburse for disaster costs. A first payment of $2,361,230.78 was received in April of 2023. A second payment of $1,666,278.31 was received in August of 2023. The Village anticipates receiving another payment of approximately $2.7 million within the next few weeks.

- *Reserved Funds:* The General Fund has $1,721,747 in operating reserve funds (Unassigned General Fund Balance); $670,000 in litigation defense reserve funds and $148,000 in major road maintenance reserve funds. The Unassigned General Fund Balance is calculated based on the new Fund Balance Policy of retaining 3 months of operating expenses. The remaining funds are allocated

to Capital Projects and total $35,282,445.

- *Available funds:* total funds categorized as available are $52,433,442 which includes the General Fund Capital Projects reserve.

Action Requested:

Accept financial reports.

Financial Impact:

There is no financial impact of this report.

Prepared by: Kevin Greenville, CPA Finance Director

Attachments:

1. August 30, 2023 Financial report

Village of Estero

Budget Report-All Funds
For the Month Ending August 2023

	Current Month Actual	2022-2023 Year to Date Actual	2022-2023 Budget	2022-2023 Budget Variance	2022-2023 Year to Date Percentage
Ad Valorem Taxes	-	5,723,923	5,686,200	37,723	101%
Local Communications Srvs Tax	81,255	859,254	958,500	(99,246)	90%
Local Business Tax	5,396	13,142	8,400	4,742	156%
Franchise Fees-Electric	266,293	2,300,570	2,076,100	224,470	111%
Franchise Fees-Solid Waste	-	89,701	177,200	(87,499)	51%
Franchise Fees-Natural Gas	-	127,656	60,000	67,656	213%
Rev Sharing Sales tax	131,389	758,828	752,700	6,128	101%
Mobile Home License	21	3,686	3,200	486	115%
Alcohol Beverage Tax	1,468	29,527	30,800	(1,273)	96%
Half Cent Sales Tax	323,280	3,610,209	3,521,100	89,109	103%
Fines & Forfeitures	-	101	200	(100)	50%
Interest Income	141,855	723,910	5,600	718,310	12927%
Rental income	3,000	33,000	36,000	(3,000)	92%
Miscellaneous Revenue	393	66,901	15,000	51,901	446%
Administrative Fee	17,948	146,992	16,500	130,492	891%
Cost Recovery-Admin Charge	1,000	17,737	23,000	(5,263)	77%
Dev & Zoning-Fixed Fees	3,092	56,185	90,200	(34,015)	62%
Dev & Zoning-Cost Recovery Fee	10,468	130,790	89,900	40,890	145%
Planning-Miscellaneous Revenue	2,450	33,359	50,000	(16,641)	67%
Code Comp & Contractor License	-	3,250	30,000	(26,750)	11%
Local Option Gas Tax-1-6 Cent	51,376	539,156	582,600	(43,444)	93%
ROW Permits	-	200	1,500	(1,300)	13%
Rev Sharing-Fuel Tax	33,073	191,013	189,500	1,513	101%
FDOT US 41 Light Maintenance	143,903	143,903	120,000	23,903	120%
ARPA Funding	-	-	-	-	0%
WCIND Marine Patrol Revenue	-	-	600	(600)	0%
FEMA-Federal Share	1,428,239	3,785,665	-	3,785,665	0%
FEMA-State Share	238,040	238,040	-	238,040	0%
Total Revenues-General Fund	**2,883,938**	**19,626,697**	**14,524,800**	**5,101,897**	**135%**
Interest Income-Bldg Fee Fd	-	-	-	-	0%
Building Fees	164,927	1,305,305	1,064,600	240,705	123%
Surcharge Fee Retained	-	1,249	1,000	249	125%
Convenience Fee	3,486	36,769	36,300	469	101%
Interest income	2,381	13,550	100	13,450	13550%
Total Revenues-Building Fee Fund	**170,793**	**1,356,873**	**1,102,000**	**254,873**	**123%**
Interest Income	-	-	-	-	0%
Total Revenues-Debt Serv	**-**	**-**	**-**	**-**	**0%**

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Village of Estero

Budget Report-All Funds
For the Month Ending August 2023

	Current Month Actual	2022-2023 Year to Date Actual	2022-2023 Budget	2022-2023 Budget Variance	2022-2023 Year to Date Percentage
Local Option Gas Tax 1-5 Cent	37,470	391,662	423,350	(31,688)	93%
Interest Income-Gas Tax	9,313	46,045	300	45,745	15348%
Developer Contributions-Inters	-	-	-	-	0%
Road Imp Fee-Residential	359,856	2,775,646	88,000	2,687,646	3154%
Road Imp Fees-Commercial	42,329	492,462	425,100	67,362	116%
Interest Income-Rd Impact	47,692	236,191	1,300	234,891	18169%
Interest Income-Com Prk Impact	435	2,278	200	2,078	1139%
Interest Inc-Com Prk Contri	413	2,164	-	2,164	0%
Interest Inc-Public Land	585	3,067	-	3,067	0%
Park Imp Fees-Residential	55,260	345,375	13,500	331,875	2558%
Park Imp Fee-Commercial	-	120,774	40,000	80,774	302%
Interest Income-Park Imp	4,639	21,617	100	21,517	21617%
Total Revenues-Capital Projects Fund	**557,992**	**4,437,281**	**991,850**	**3,445,431**	**447%**
Convenience Fee	266	5,081	-	5,081	0%
Charges for Svcs-Driving Range	16,055	306,399	90,000	216,399	340%
Interest Income	570	3,608	-	3,608	0%
Cash Over / Short	-	(47)	-	(47)	0%
Total Revenues-Driving Range Fund	**16,891**	**315,041**	**90,000**	**225,041**	**350%**
Total Revenues-All Funds	**3,629,614**	**25,735,891**	**16,708,650**	**9,027,241**	**154%**
Debt Serv Fd Trans from Gen Fd	-	-	-	-	0%
Cap Projects Trans from Gen Fd	202,595	2,680,496	24,817,030	(22,136,534)	11%
Transfer from General Fund	-	-	-	-	0%
Total Revenues and Other Financing Sources-All Funds	**3,832,209**	**28,416,388**	**41,525,680**	**(13,109,292)**	**68%**
Executive Salaries	10,356	113,691	124,300	10,609	91%
FICA Taxes	792	8,698	9,600	902	91%
Workers Comp	-	190	300	110	63%
Unemployment Comp	116	1,712	2,000	288	86%
Travel and Per Diem	2,525	3,572	22,000	18,428	16%
Books Pub & Memberships	-	8,003	5,000	(3,003)	160%
Training	-	272	2,000	1,728	14%
Total Village Council	***13,790***	***136,138***	***165,200***	***29,062***	82%

Village of Estero

Budget Report-All Funds
For the Month Ending August 2023

	Current Month Actual	2022-2023 Year to Date Actual	2022-2023 Budget	2022-2023 Budget Variance	2022-2023 Year to Date Percentage
Executive Salary	18,315	204,607	224,700	20,093	91%
Car Allowance	615	6,789	7,200	411	94%
Regular Salaries & Wages	10,324	119,195	155,700	36,505	77%
FICA Taxes	2,206	21,579	24,500	2,921	88%
Retirement Contributions	1,923	22,146	47,600	25,454	47%
Group Insurance	7,470	80,660	80,100	(560)	101%
Worker's Compensation	-	256	800	544	32%
Unemployment Comp	40	673	700	28	96%
Miscellaneous Professional Srv	-	42,800	75,000	32,200	57%
Communication Services	3,003	30,021	33,700	3,679	89%
Miscellaneous Contractual Srvs	2,900	5,000	35,000	30,000	14%
Travel & Per Diem	150	4,116	12,000	7,884	34%
Public Relations	835	14,525	15,000	475	97%
Books Pub & Memberships	-	2,364	3,000	636	79%
Training	395	470	4,000	3,530	12%
Total Village Manager	***48,175***	***555,200***	***719,000***	***163,800***	77%
Village Attorney	19,893	161,765	200,000	38,235	81%
Land Use Legal	6,269	63,306	85,000	21,694	74%
Comprehensive Plan Legal	-	-	15,000	15,000	0%
Code Enforcement Legal	-	-	12,000	12,000	0%
Land Dev Code Legal	-	-	15,000	15,000	0%
Miscellaneous legal	-	6,325	-	(6,325)	0%
Total Village Attorney	***26,162***	***231,396***	***327,000***	***95,604***	71%
Regular Salaries & Wages	3,169	36,658	154,800	118,142	24%
FICA Taxes	242	2,804	11,900	9,096	24%
Retirement Contributions	829	7,465	9,700	2,235	77%
Group Insurance	-	-	25,200	25,200	0%
Worker's Compensation	-	57	300	243	19%
Unemployment Compensation	45	634	800	166	79%
Codification	-	-	3,000	3,000	0%
Election services	-	83,223	-	(83,223)	0%
Misc & Contractual	-	5	-	(5)	0%
Travel & per diem	18	1,478	500	(978)	296%
Legal Notices	-	2,482	5,000	2,518	50%
Books, Pub and Notices	250	250	500	250	50%
Training	1,170	2,091	100	(1,991)	2091%
Total Village Clerk	***5,725***	***137,148***	***211,800***	***74,652***	65%

Village of Estero

Budget Report-All Funds
For the Month Ending August 2023

	Current Month Actual	2022-2023 Year to Date Actual	2022-2023 Budget	2022-2023 Budget Variance	2022-2023 Year to Date Percentage
Regular Salaries & Wages	18,585	293,381	381,800	88,419	77%
FICA Taxes	1,390	22,090	28,900	6,810	76%
Retirement Contributions	1,333	14,659	19,100	4,441	77%
Group Insurance	2,868	29,993	30,300	307	99%
Worker's Compensation	-	308	800	492	38%
Unemployment Compensation	62	957	1,100	143	87%
Accounting Services	-	21,125	20,000	(1,125)	106%
Auditing & Actuarial Services	-	44,700	50,000	5,300	89%
Travel and per Diem	-	4,573	-	(4,573)	0%
Books, Publications & Members	-	816	750	(66)	109%
Total Finance	***24,238***	***432,603***	***532,750***	***100,147***	81%
Regular Salaries & Wages	24,449	251,145	289,600	38,455	87%
FICA Taxes	1,846	18,661	23,200	4,539	80%
Retirement Contributions	2,916	32,666	45,200	12,534	72%
Group Insurance	5,121	56,156	82,000	25,844	68%
Worker's Compensation	-	3,375	6,400	3,025	53%
Unemployment Compensation	68	1,175	900	(275)	131%
Land Development Code	-	-	40,000	40,000	0%
Comp Plan/Land Dev Regulations	-	-	30,000	30,000	0%
Growth Model Srvs	-	-	10,000	10,000	0%
Development Srvcs Manager	-	-	40,000	40,000	0%
Misc Professional Services	-	-	65,000	65,000	0%
Economic Development	-	12,500	60,000	47,500	21%
Travel & Per Diem	-	204	2,000	1,796	10%
Legal Notices-Plan & Zoning	-	2,403	6,000	3,597	40%
Books, Pub & Memberships	80	4,309	10,000	5,691	43%
Training	-	317	600	283	53%
Total Development Services	***34,479***	***382,910***	***710,900***	***327,990***	54%
Cost Recovery-Wages	7,216	113,262	119,600	6,338	95%
Cost Recovery FICA Taxes	552	8,628	8,000	(628)	108%
Cost Recovery Worker's Comp	-	-	1,400	1,400	0%
Cost Recovery Unemploy Comp	-	-	300	300	0%
Cost Recovery Prof Services	2,700	8,900	15,000	6,100	59%
Planning & Zoning-Fixed Fee	17,990	202,749	350,000	147,251	58%
Total Planning, Zoning and Development Review Services	***28,459***	***333,539***	***494,300***	***160,761***	67%

Village of Estero

Budget Report-All Funds
For the Month Ending August 2023

	Current Month Actual	2022-2023 Year to Date Actual	2022-2023 Budget	2022-2023 Budget Variance	2022-2023 Year to Date Percentage
Special Magistrate Srvs	1,125	3,625	16,000	12,375	23%
Code Compliance Contract Srvs	-	12,566	160,160	147,594	8%
Other Chrges-Filing Fees	21	258	1,200	943	21%
Total Code Compliance Services	***1,146***	***16,448***	***177,360***	***160,912***	9%
Lee Cty Animal Control Srvs	-	-	38,000	38,000	0%
Total Animal Control	**-**	**-**	***38,000***	***38,000***	0%
Flood Plain-Com Rating System	-	7,400	150,000	142,600	5%
NPDES Compliance	-	-	5,000	5,000	0%
Water Level & Quality Monitor	-	58,461	100,000	41,539	58%
Estero River Sediment Analysis	-	-	20,000	20,000	0%
Water & Sewer Expansion	1,200	32,255	-	(32,255)	0%
Community Monitoring	-	-	20,000	20,000	0%
Misc. Professional Services	-	3,500	-	(3,500)	0%
Miscellaneous Stormwate Maint	-	-	300,000	300,000	0%
Estero River Maintenance	-	989	-	(989)	0%
Reclaimed Water Study	-	65,383	-	(65,383)	0%
Miscellaneous Stormwate Maint	-	-	-	-	0%
Water Quality Joint Advocacy	-	5,000	5,000	-	100%
Total Public Works/ Physical Environment	***1,200***	***172,988***	***600,000***	***427,012***	29%

Village of Estero

Budget Report-All Funds
For the Month Ending August 2023

	Current Month Actual	2022-2023 Year to Date Actual	2022-2023 Budget	2022-2023 Budget Variance	2022-2023 Year to Date Percentage
Regular Salaries & Wages	-	-	301,300	301,300	0%
Public Works Wages	22,805	278,856	-	(278,856)	0%
FICA Taxes	1,687	20,427	22,000	1,573	93%
Retirement Contribution	1,331	14,862	20,600	5,738	72%
Group Insurance	3,792	41,302	44,900	3,598	92%
Worker's Compensation	-	5,196	8,700	3,504	60%
Unemployment Compensation	51	621	900	279	69%
Traffic Counts	-	16,080	16,500	420	97%
Misc Professional Services	-	89,583	60,000	(29,583)	149%
Misc Construction Services	-	3,937	60,000	56,063	7%
Bridge Maintenance	-	-	10,000	10,000	0%
Guardrail Maintenance	-	-	-	-	0%
Irrigation Maintenance	-	57,701	-	(57,701)	0%
Landscape Maintenance	-	32,410	152,500	120,090	21%
Minor Paving Services	-	41,760	-	(41,760)	0%
Mowing Maintenance	11,410	62,755	-	(62,755)	0%
Ditch Maintenance	-	199,592	-	(199,592)	0%
Sidewalk Maintenance	-	-	-	-	0%
Street Light Maintenance	-	20,885	50,000	29,115	42%
Street Sweeping Services	1,600	25,410	22,000	(3,410)	116%
Traffic Sign Maintenance	-	68,309	5,000	(63,309)	1366%
Traffic Signal Maintenance	-	5,273	6,000	727	88%
Right-of-Way Permit Review	862	7,363	20,000	12,637	37%
Railroad Maintenance	-	19,670	150,000	130,330	13%
Misc Landscape Projects	2,260	10,873	20,000	9,128	54%
Sandy Lane Bridge Maint/Access	-	-	-	-	0%
Road Maintenance	20	698	250,000	249,302	0%
US41 Traffic Signal Maint	-	-	30,000	30,000	0%
US41 Landscape Maint	21,095	300,450	333,000	32,550	90%
Estero Parkway Landscape Maint	21,208	375,603	486,500	110,897	77%
Roadway Striping	-	42,000	-	(42,000)	0%
Travel	152	4,959	5,000	41	99%
Communications	38	446	500	54	89%
Utilities	5,052	55,976	35,270	(20,706)	159%
Equipment & leases	275	2,610	2,500	(110)	104%
Street Light Insurance	-	9,643	16,500	6,857	58%
Operating Supplies	648	1,711	3,000	1,289	57%
Books, Publications & Members	-	1,039	1,500	461	69%
Training	-	369	2,000	1,631	18%
Total Public Works/ Transportation	***94,285***	***1,818,368***	***2,136,170***	***317,802***	85%

Village of Estero

Budget Report-All Funds
For the Month Ending August 2023

	Current Month Actual	2022-2023 Year to Date Actual	2022-2023 Budget	2022-2023 Budget Variance	2022-2023 Year to Date Percentage
Webmaster Srvs & Maintenance	600	19,176	9,000	(10,176)	213%
Software Licensing	-	63	70,000	69,938	0%
Information Technology Srvs	6,106	84,261	120,000	35,739	70%
Audio Visual Services	12,669	126,074	120,000	(6,074)	105%
Small tools & equipment	-	-	10,000	10,000	0%
Capital Outlay	-	59	10,000	9,941	1%
Total Information Technology	***19,375***	***229,631***	***339,000***	***109,369***	68%
Lee Cty Law Enforcement	-	3,582	10,000	6,418	36%
Total Law Enforcement/ Security	***-***	***3,582***	***10,000***	***6,418***	36%
Regular Salaries & Wages	-	-	115,000	115,000	0%
FICA Taxes	-	-	8,800	8,800	0%
Retirement Contributions	-	-	14,400	14,400	0%
Group Insurance	-	-	30,000	30,000	0%
Worker's Compensation	-	-	3,400	3,400	0%
Unemlpoyment Compensation	-	-	300	300	0%
Parks Master Plan	-	8,550	-	(8,550)	0%
YMCA Operating Agreement	-	182,303	63,000	(119,303)	289%
Utilities	781	5,596	6,000	404	93%
Equipment Rent & Leases	-	604	1,100	496	55%
Repairs & Maint	4,270	5,600	20,000	14,400	28%
Total Parks & Recreation	***5,051***	***202,653***	***262,000***	***59,347***	77%
Recruitment Services	-	11,492	-	(11,492)	0%
Lobbying Services	3,000	30,000	80,000	50,000	38%
State Administrative Fees	-	-	9,500	9,500	0%
Tax Collector Fees	-	-	3,750	3,750	0%
Audio Visual Services	3,690	21,745	20,000	(1,745)	109%
Misc Contractual Srvcs	-	1,700	250,000	248,300	1%
Travel	-	2,747	-	(2,747)	0%
Communications	391	4,916	5,000	84	98%
Freight & Postage	152	1,225	3,500	2,275	35%
Utilities	1,112	28,152	17,500	(10,652)	161%
Equipment Rental & Leases	833	8,781	10,000	1,219	88%
Office Lease-Corkscrew Palms	29,595	226,963	259,400	32,437	87%
Insurance	-	72,259	78,700	6,441	92%
Repairs & Maintenance	1,514	11,395	20,000	8,605	57%
Printing	-	83	1,500	1,417	6%
Bank Charges	-	269	-	(269)	0%
Contingency	-	-	104,200	104,200	0%
Office Supplies	276	6,505	6,500	(5)	100%
Operating Supplies	361	26,087	11,000	(15,087)	237%
Books Pub & Membership	51	880	2,000	1,120	44%
Capital Outlay	-	370	-	(370)	0%
Total General Government	***40,974***	***455,569***	***882,550***	***426,981***	52%

Village of Estero

Budget Report-All Funds
For the Month Ending August 2023

	Current Month Actual	2022-2023 Year to Date Actual	2022-2023 Budget	2022-2023 Budget Variance	2022-2023 Year to Date Percentage
Lee Cty Marine Patrol	-	-	43,860	43,860	0%
Total Lee County Marine Patrol	***-***	***-***	***43,860***	***43,860***	0%
Hurricane Professional Srvcs	-	72,284	-	(72,284)	0%
Disaster Preparedness Services	1,125	10,358	10,000	(358)	104%
Hurricane Debris Removal	-	6,952,800	-	(6,952,800)	0%
Hurricane Operating Supplies	-	9,065	-	(9,065)	0%
Total Disaster Services	***1,125***	***7,044,506***	***10,000***	***(7,034,506)***	70445%
Total Expenditures-General Fund	***344,182***	***12,152,680***	***7,659,890***	***(4,492,790)***	159%
Building Service Contract	112,049	1,092,671	897,500	(195,171)	122%
Building IT Contract Services	500	4,986	5,000	14	100%
Records Imaging Services	-	-	-	-	0%
Software Consultant	-	49,275	-	(49,275)	0%
Inkforce Software	1,275	12,750	15,800	3,050	81%
Communications	146	1,466	1,600	134	92%
Freight & Postage	48	236	500	264	47%
Utilities	148	3,344	3,000	(344)	111%
Equipment Lease	837	7,004	8,600	1,596	81%
Office Lease-Corkscrew Palms	6,062	46,486	53,100	6,614	88%
Repairs & Maintenance	207	1,958	3,000	1,043	65%
Credit Card Fees	3,069	32,012	38,600	6,588	83%
Office Supplies	224	3,340	2,100	(1,240)	159%
Operating Supplies	116	585	8,200	7,615	7%
Capital outlay	-	-	305,000	305,000	0%
Total Expenditures-Building Fee Fund	***124,681***	***1,256,113***	***1,342,000***	***85,887***	94%
Principal Payments	-	-	-	-	0%
Interest Expense	-	-	-	-	0%
Total Expenditures-Debt Service	***-***	***-***	***-***	***-***	0%

Village of Estero

Budget Report-All Funds
For the Month Ending August 2023

	Current Month Actual	2022-2023 Year to Date Actual	2022-2023 Budget	2022-2023 Budget Variance	2022-2023 Year to Date Percentage
Estero Parkway Improvements	47,310	70,164	-	(70,164)	0%
River Ranch Rd Improvements	6,236	243,506	5,675,350	5,431,844	4%
Corkscrew Rd Widening	4,528	412,341	5,441,000	5,028,659	8%
Bridge Maintenance	-	-	-	-	0%
Williams Rd Widening	-	5,250	867,500	862,250	1%
Total Roadway Projects	***58,074***	***731,261***	***11,983,850***	***11,252,589***	6%
Corkscrew Rd Signal-Puente Ln	-	70,811	460,000	389,189	0%
Williams Rd Intersection Impro		-	-	-	#DIV/0!
Williams Rd High School Turn	-	-	-	-	0%
US41 Pelican Colony Signal	-	-	-	-	0%
Total Intersection Improve Proj	***-***	***70,811***	***460,000***	***389,189***	15%
Coconut Rd Crosswalks	-	-	177,800	177,800	0%
Williams Rd Bike/Sidewalks	5,134	151,705	2,914,150	2,762,446	5%
Intersect Safety Improv Study	-	-	110,000	110,000	0%
Sandy Ln Bike-Ped Improv	-	287,180	2,056,380	1,769,200	14%
Broadway E Shared Use Path	-	-	-	-	0%
Broadway W Bus Stop Improv	-	-	-	-	0%
Total Bicycle & Ped Improv Proj	***5,134***	***438,884***	***5,258,330***	***4,819,446***	8%
US 41 FDOT Landscape	-	-	540,000	540,000	0%
US 41 Landscaping Enhancement	-	21,630	-	(21,630)	0%
Monument Sign/Branding	-	16,500	-	(16,500)	0%
US 41 Monument Signs	9,490	43,750	480,000	436,250	9%
Three Oaks Prkwy MonumentSigns	2,900	9,090	420,000	410,910	2%
Via Coconut Pt Landscap Improv	-	4,167	-	(4,167)	0%
Ben Hill Griff Pkwy Landsc Imp	3,280	92,709	2,094,000	2,001,291	4%
I-75 Interchange Landscaping	-	-	100,000	100,000	0%
Williams Rd Landscape Improv	-	3,563	-	(3,563)	0%
Estero Parkway Reuse Maint Ext		7,215	-	(7,215)	
Total Landscaping & Beauti Proj	***15,670***	***198,623***	***3,634,000***	***3,435,377***	5%
Park Capital Projects	-	-	-	-	0%
Estero on River Master Plan	-	143,935	252,000	108,065	57%
Estero Com Prk Master Plan	-	-	150,000	150,000	0%
Estero Com Prk Expansion	-	4,800	5,550,000	5,545,200	0%
Estero on the River Improvemen	4,213	83,659	2,250,000	2,166,341	4%
Williams Road Property Improv	32,859	190,254	-	(190,254)	0%
River Oaks Prop Imp	5,500	106,280	-	(106,280)	0%
Total Parks & Recreation Proj	***42,571***	***528,927***	***8,202,000***	***7,673,073***	6%

Village of Estero

Budget Report-All Funds
For the Month Ending August 2023

	Current Month Actual	2022-2023 Year to Date Actual	2022-2023 Budget	2022-2023 Budget Variance	2022-2023 Year to Date Percentage
Estero River N Brnch Drainage	-	56,517	1,964,250	1,907,733	3%
Package WWTP UEP Design & Perm	900	900	105,000	104,100	1%
Broadway W UEP Design & Permit	-	525,747	885,000	359,253	59%
Broadway E Design & Permitting	77,543	484,735	930,000	445,265	52%
Estero Rvr Sediment Removal	-	14,069	30,000	15,931	47%
UTL Expan - Estero Bay Village	250	290,751	-	(290,751)	0%
UTL Expan - Sunny Grove	250	216,525	-	(216,525)	0%
UTL Expan-Cypress Bend	-	272,411	-	(272,411)	0%
UTL Expan-See See Street	14,100	17,128	-	(17,128)	-
Total Stormwater Projects	***93,044***	***1,878,782***	***3,914,250***	***2,035,468***	48%
Land Purchase-Estero on River	-	-	-	-	0%
Williams Road Driving Range	-	-	-	-	0%
River Oaks Preserve Land	-	-	-	-	0%
Total Land Acquistions	**-**	**-**	**-**	**-**	0%
Total Expenditures-Capital Project Fund	***214,493***	***3,847,289***	***33,452,430***	***29,605,141***	12%
Misc Contracted Services	-	266,039	36,000	(230,039)	739%
Communications	-	1,143	-	(1,143)	0%
Utilities	344	2,313	3,700	1,387	63%
Equipment Leases & Rentals	-	-	900	900	0%
Repairs & Maintenance	-	1,833	10,000	8,167	18%
Credit Card Fees	383	8,609	2,200	(6,409)	391%
Operating Supplies	-	44	1,500	1,456	3%
Total Expenditures-Driving Range Fund	***726***	***279,983***	***54,300***	***(225,683)***	516%
Total Expenditures-All Funds	***684,081***	***17,536,065***	***42,508,620***	***24,972,555***	***41%***
Gen Fd Trans to Debt Service	-	-	-	-	0%
Gen Fd Trans to Cap Projects	202,595	2,680,496	24,817,030	22,136,534	11%
Transfer to Driving Range Fund	-	-	-	-	0%
CIP Tran from Gas Tax-300-000	-	-	-	-	0%
CIP Tran from RdImp 300-990	(15,898)	(1,170,792)	-	1,170,792	0%
CIP Tran from Park IF 300-995	-	-	-	-	0%
Gas Tax Trans to CIP-300-266	-	-	-	-	0%
Rd Imp Fee Trans toCIP-300-990	15,898	1,170,792	-	(1,170,792)	0%
Park Imp Fee Tran to CIP-995	-	-	-	-	0%
Total Expenditures and Other Financing Uses-All Funds	***886,676***	***20,216,561***	***67,325,650***	***47,109,089***	30%
Excess Revenue over Expenditures	**2,945,533**	**8,199,827**	**(25,799,970)**	**33,999,797**	**-32%**
Estimated Prior Year Surplus		50,256,115	50,256,115	-	
Fund Balance		**58,455,942**	**24,456,145**	**33,999,797**	

Village of Estero

Budget Report-All Funds
For the Month Ending August 2023

	Current Month Actual	2022-2023 Year to Date Actual	2022-2023 Budget	2022-2023 Budget Variance	2022-2023 Year to Date Percentage
General Fund					
Revenues	2,883,938	19,626,697	14,524,800	5,101,897	135%
Expenditures	344,182	12,152,680	7,659,890	(4,492,790)	159%
Operating Excess (deficit)	2,539,756	7,474,016	6,864,910	609,106	
Transfers out to Debt Service	-	-	-	-	0%
Transfers out to Capital Projects	(202,595)	(2,680,496)	(24,817,030)	22,136,534	11%
Transfer out to Driving Range	-	-	-	-	0%
Operating Excess (deficit)	2,337,161	4,793,520	(17,952,120)	22,745,640	
Building Fee Fund					
Revenues	170,793	1,356,873	1,102,000	254,873	123%
Expenditures	124,681	1,256,113	1,342,000	85,887	94%
Operating Excess (deficit)	46,113	100,759	(240,000)	340,759	
Debt Service Fund					
Revenues	-	-	-	-	0%
Expenditures	-	-	-	-	0%
Operating Excess (deficit)	-	-	-	-	
Debt Service Proceeds	-	-	-	-	0%
Transfers in from General Fund	-	-	-	-	0%
Transfers out to Capital Projects	-	-	-	-	0%
Operating Excess (deficit)	-	-	-	-	
Capital Projects Fund					
Revenues	557,992	4,437,281	991,850	3,445,431	447%
Expenditures	214,493	3,847,289	33,452,430	29,605,141	12%
Operating Excess (deficit)	343,499	589,993	(32,460,580)	33,050,573	
Transfers in from Other Funds	202,595	2,680,496	24,817,030	(22,136,534)	11%
Operating Excess (deficit)	546,094	3,270,489	(7,643,550)	10,914,039	
Driving Range Fund					
Revenues	16,891	315,041	90,000	225,041	350%
Expenditures	726	279,983	54,300	(225,683)	0%
Operating Excess (deficit)	16,165	35,058	35,700	(642)	
Transfers in from Other Funds	-	-	-	-	0%
Operating Excess (deficit)	16,165	35,058	35,700	(642)	

Village of Estero

Budget Report-All Funds
For the Month Ending August 2023

	Current Month Actual	2022-2023 Year to Date Actual	2022-2023 Budget	2022-2023 Budget Variance	2022-2023 Year to Date Percentage
Reserved and Available Funds Report					
General Fund Reserves		$ 1,721,747			
Litigation Defense Reserve		670,000			
Major Road Maintenance Reserve		148,000			
Total Reserved Funds		$ 2,539,747			
General Fund Capital Projects		$ 35,282,445			
Building Fee Fund		668,076			
Gas Tax Capital Projects		2,367,632			
Developer Contribution		64,937			
Road Impact Fees		12,315,953			
Community Park Impact Fees		110,285			
Regional Park Impact Fees		-			
Estero Park Entry Contribution		103,320			
Park Imp Fees		1,216,065			
Public Land Purchase		146,410			
Driving Range		158,319			
Total Available Funds		$ 52,433,442			

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AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
October 18, 2023

Agenda Item:

Agreement Number: SA-52512 Agreement for Waiver of Local Match Requirement for Public Assistance for Hurricane Ian and Hurricane Nicole (SB4A Waiver)

Description:

Agreement Number: SA-52512 is entered into pursuant to section 252.37(5)(c), Florida Statutes, which provides that the Florida Legislature intends to provide the applicable match requirement for Public Assistance Program (PA) grants to local governments within a county designated in the Federal Emergency Management Agency (FEMA) disaster declarations for Hurricane Ian and/or Hurricane Nicole, on a first-come, first-served basis.

This will impact the recovery of the Village's post December 7, 2022, Category A debris removal expenditures which totaled $1,904,318.06. The Village received the following reimbursement:

Federal Share (75%):	$1,428,238.55
State Share (12.5%):	$238,039.75

The remaining 12.5% was not reimbursed and required a contribution from the Village. This agreement will allow the State to reimburse the Village for the remaining 12.5% or $238,039.75 subject to approval.

Action Requested:

Motion to authorize the Village Manager to execute the Agreement for Waiver of Local Match Requirement for Public Assistance for Hurricane Ian and Hurricane Nicole (SB4A Waiver).

Financial Impact:

This agreement will allow the Village to receive an additional $238,039.75 in FEMA public assistance funding related to Hurricane Ian.

Prepared by: Kevin Greenville, CPA Finance Director

Attachments:

1. SA-52512 Agreement for SB4A Waiver

Agreement Number: SA-52512

AGREEMENT FOR WAIVER OF LOCAL MATCH REQUIREMENTS FOR PUBLIC ASSISTANCE FOR HURRICANE IAN AND HURRICANE NICOLE (SB4A Waiver)

The following Agreement is entered into pursuant to section 252.37(5)(c), Florida Statutes, which provides that the Florida Legislature intends to provide the applicable match requirement for Public Assistance Program (PA) grants to local governments within a county designated in the Federal Emergency Management Agency (FEMA) disaster declarations for Hurricane Ian and/or Hurricane Nicole, on a first-come, first-served basis, subject to certain requirements:

Subrecipient's name:	Estero, Village of
Subrecipient's unique entity identifier (UEI):	
Subrecipients FIPS Number:	071-UUTRP-00
Waiver Opt-In Date:	8/25/2023 10:38:20 AM
PA Contract Number Ian (if applicable)	
PA Contract Number Nicole (if applicable)	
State award project description:	A waiver of local match requirements for Public Assistance for local government entities in eligible counties impacted by Hurricane Ian and/or Hurricane Nicole agreeing to use an equal amount of funds for disaster recovery and mitigation, subject to the availability of funds which are allocated on a first-come, first-served basis.
Contact information for agreement parties:	Florida Division of Emergency Management Bureau of Recovery 2555 Shumard Oak Blvd Tallahassee, FL 32399-2100

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is an eligible local government within a county designated in the FEMA disaster declarations for Hurricane Ian and/or Hurricane Nicole.

B. The Subrecipient, by its decision to participate in this waiver program, bears the ultimate

responsibility for ensuring compliance with all applicable State and Federal laws, regulations, and policies, and is solely responsible for any consequences of adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority.

C. This Agreement memorializes the mutual understanding between the Division and the Subrecipient that the Division will pay waiver funds on a first-come, first-served basis to the Subrecipient. D. The Subrecipient agrees to have its portion of the match requirements waived and to receive such funds from the Division, subject to its agreement to use an equal amount of funds toward further disaster recovery and/or mitigation. The local government will be required to provide an update on their efforts, upon request from the Division.

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

Section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

A. Performance under this Agreement is subject to section 252.37(5)(c), Florida Statutes.

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

(3) EXECUTION

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

(4) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by the Division and/or FEMA for each Category of Work type.

The Period of this Agreement extends until such time as the legislatively appropriated funds are exhausted, the funding sunsets, and/or the enabling statute expires or is repealed, whichever occurs first. Unless amended, the enabling statute expires June 30, 2027.

(5) FUNDING

A. The amount of total available funding for this waiver is limited to the local match requirement of the non-federal cost share of a FEMA-obligated project. The local government will be liable for repayment (see (6) REPAYMENT) upon deobligation from FEMA for any dispersed funds.

B. Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

C. The amount of waiver funding available is dependent upon the Subrecipient agreeing to provide matching funds for disaster recovery and/or mitigation.

i. Disaster Recovery (Public Assistance and Individual Assistance) may include, but not be limited to, activities such as:

- Planning: Mitigate against future risks to the community through the development of pre-and post-disaster plans, such as Long-Term Recovery Planning, Continuity of Operations Planning, or Debris Management Planning.
- Housing: Implement housing solutions that effectively support the whole community's needs and contribute to its sustainability and resilience.
- Infrastructure: Repair, replace, or improve impacted public infrastructure to support a viable, resilient community.
- Economic Recovery: Return economic and business activities (including food and agriculture) to a healthy state and develop new business and employment opportunities that result in an economically viable community.
- Health & Social Service: Restore and improve health and social services capabilities and networks to promote resilience, independence, health (including behavioral health), and well-being of the whole community.
- Long-Term Recovery: Providing coordinated service to enable individuals, households, and communities to recover. Associated activities include the administration of a Long-Term Recovery Group or Organization, survivor outreach, disaster case management, and direct service delivery.

- Direct Survivor Assistance:
  - Assistance with insurance deductibles;
  - Temporary lodging assistance;
  - Temporary utility payment assistance;
  - Transportation assistance;
  - Personal property replacement;
  - Permitting fees associated with repair and rebuild activities; and
  - Assistance with medical, dental, or mental health care.

ii. Mitigation may include, but not be limited to, activities such as:

- Planning: Mitigate against future risks to the community through the update of an existing local mitigation strategy plan, or the development or update of a flood mitigation plan, in accordance with FEMA and State requirements.
- Infrastructure: Modify or repair public or critical infrastructure in a manner that reduces the impact of future risk.
- FEMA local match requirements: Cover the local match cost share required for projects funded under the Hazard Mitigation Grant Programs (HMGP), Building Resilient Infrastructure and Communities (BRIC) Program, or Flood Mitigation Assistance (FMA).

(6) REPAYMENTS

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

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

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

(7) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the PA Program requirements. The Division reserves the right to remove any local government from the SB4A program if the Division has reason to believe that the local government is engaged in fraud, waste, abuse, or noncompliance with State and/or Federal laws. This Agreement shall otherwise terminate upon the expiration or repeal of the enabling statute. Unless amended, the enabling statute expires June 30, 2027. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

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

SUBRECIPIENT: _____

By: E-SIGNED by Steve Sarkozy on 2023-10-10 19:34:17 GMT

Name: (Signature) Steve Sarkozy

Title: Village Manager

Date: October 10, 2023

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

By: _____
Governor's Authorized Representative
or Alternate Governor's Authorized
Representative

Date: _____

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
October 18th 2023

Agenda Item:

Adoption of Revisions to Council Rules of Procedure

Motion to Adopt Resolution No. 2023-27

Background:

At its meeting of September 20th 2023, the Council discussed the potential for improvements in its current Council Rules of Procedure, particularly regarding creating greater specificity as to the rules surrounding the timing and topics of public comment.

At its workshop of October 4th 2023, the Village Attorney reviewed a variety of recommended revisions to the Council's current procedures and the Council agreed, with some modifications, to move the revisions forward for adoption.

The Village Attorney has made the revisions requested by the Council and has submitted the proposed new procedures, with Council revisions, for final adoption.

Description:

The agenda item is to consider adoption of revised Council Rules of Procedure.

Action Requested:

Motion to Adopt Resolution No. 2023-27

Process and Timeline:

Once Council approves the revisions, the Clerk will provide clean final copies to Council Members and publish the new procedures on the Village website for citizens to review.

Financial Impact:

N/A

Prepared by: Robert Eschenfelder, Village Attorney

Attachments:

1. Resolution No. 2023-27
2. Revised Council Rules of Procedures

RESOLUTION NO. 2023-27

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, ADOPTING REVISED COUNCIL RULES OF PROCEDURE; MAKING RELATED FINDINGS; PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes § 166.021 authorizes the Estero Village Council to adopt rules of procedure governing the conduct of Council meetings; and

WHEREAS, § 8(a) of the Village Charter provides that the Village Council may establish written standards of conduct for Council Members beyond those set forth in the Charter; and

WHEREAS, on May 15th 2017, the Village Council adopted Resolution 2017-12, which created Council Rules of Procedure; and

WHEREAS, on July 6th 2022, the Village Council adopted Resolution 2022-18, which revised the Council Rules of Procedure related to absences; and

WHEREAS, on October 4th 2023, the Village Council conducted a workshop to consider a variety of revisions to the current Council Rules of Procedure recommended by the Village Attorney; and

WHEREAS, the Village Council finds that the revisions recommended by the Village Attorney, which provide clarifying language and more fully address citizen comments during agenda and non-agenda matters, are consistent with the Council's goals of ensuring citizens receive ample opportunity to address the Council while also ensuring the business of the Council is completed in a timely and orderly manner.

NOW, THEREFORE BE IT RESOLVED by the Village Council of the Village of Estero, Florida, that:

Section 1. The Village Council Rules of Procedure attached hereto are adopted.

Section 2. The Village Clerk is directed to provide a clean copy of the new Rules of Procedure to each member of the Village Council, and to post a PDF copy of the procedures on the Village's website at an appropriate location so members of the public may review the rules prior to attending future meetings.

Section 3. The Village Attorney is directed to coordinate with the Village Clerk on any other procedural or logistical matters which may need to be revised as a result of the Council's adoption of these rules.

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 ___ day of _____, 2023.

_____
Jon McLain, Mayor

Attest:

_____
Carol Sacco, Village Clerk

RULES OF PROCEDURE

VILLAGE COUNCIL

VILLAGE OF ESTERO

Purpose.

The purpose of the rules of procedure is to ensure that the public's business is transacted efficiently and effectively and to promote order and cooperation in the deliberation of public policy. These rules are designed to promote thoughtful, fair, and organized debate and action on the part of the Village Council of Estero (Council), and they are designed to protect the rights of the public, the minority, and the individual Members of the Council to be heard and considered.

These rules will generally govern the proceedings before all other Village of Estero advisory boards. Where reference is made to the Council, Council Members, Mayor or Vice-Mayor; it will apply to each Village Board, its Board Members, its Chair and its Vice-Chair to the extent that it is relevant.

Section 1. Rules of Order and Quorum.

(a) Except as otherwise required by law or by the Village Charter, or an ordinance or resolution of the Council, all proceedings shall be governed by these rules of order. The Village Attorney shall act as a parliamentarian and shall render opinions on procedures or matters not covered in these rules. In situations where these rules are silent, Robert's Rules of Order shall apply.

(b) A majority of the Council Members serving constitutes a quorum for the conduct of business at any meeting. Unless a quorum is present, no action may be taken except to adjourn. The Mayor or Vice-Mayor shall preside, as Chair. If both are absent, the present Members shall elect a presiding Council Member. A Member present but disqualified from voting on a question by a state law, the Village Charter, or an ordinance due to a conflict of interest shall be counted for the purposes of a quorum. Members are required to abide by the ruling of the Chair, subject to appeal by the Council.

(c) All meetings of the Council shall be noticed as required by law and

open to the public.

(d) Questions of order shall be decided by the Chair without debate, subject to appeal by the Council.

1) An appeal of the ruling of the Chair must be seconded and is subject to debate.

2) The Chair then puts to a vote the question, "Shall the decision of the Chair be over-ruled?" The Chair also votes. A majority vote to overrule, overrules the ruling of the Chair, however a minority vote or tie vote sustains the ruling of the Chair.

(e) If a Member believes the Rules of Procedure are being violated, that Member may interrupt a speaker without being recognized by stating, "Point of order." No motion is required nor is debate allowed. The Chair shall ask the Member to state the point and shall rule on the matter. The ruling is subject to appeal. If the Chair is in doubt, the Chair may put the question to a vote.

(f) These Rules of Procedure may be suspended for a definite purpose by majority vote.

Section 2. Introduction of Agenda Subjects and Motions.

(a) The Village Clerk or Village Manager shall read an ordinance or resolution by title only (except where otherwise provided by law).

(b) Following the introduction of a subject, discussion by the Council is permitted prior to and after the introduction of a motion. The Council Members shall signal their desires to speak by raising a hand. The Chair shall call on each Council Member as seen.

(c) The Chair will recognize those citizens who have filled out a speaker's card prior to a vote on a motion. Such recognition may occur prior to or after a motion is introduced.

(d) When a motion is proposed and seconded, the Chair will repeat the motion and the names of the Council Members initiating and seconding the motion.

(e) Motions shall be made in the affirmative (i.e. "I move that…be approved" or "I move that…be denied.")

1) The Member offering the motion will be given the first opportunity to speak to the motion, followed in order by other Members wishing to be heard. Member comments should be as succinct as possible and directed to the Motion. Personal criticisms of other Members or the Public may be ruled out of order.

2) Following comments from each Member who wishes to speak, each Member may again comment. Further comments will be at the discretion of the Chair.

3) When known, the proposer shall be given the opportunity to make the motion with respect to such proposal.

(f) All motions shall be open to amendments.

(g) When an amendment is offered, the amendment must be seconded and is debatable. A vote shall be taken on the amendment. If an amendment is adopted by majority vote, debate may continue on the main motion as amended

(h) A Member may request that the person offering the motion consider an amendment to a motion. If the maker and the person who seconded the motion agree, the motion shall be amended without a vote. The Chair shall state the motion as amended.

(i) If a vote of the Council is equally divided, the vote will be considered to be in the negative and will not pass.

Section 3. Voting Requirements.

(a) Actions of the Council shall be by majority vote of the Members ~~present~~ at a public meeting where a quorum is present, except where otherwise provided by law.

(b) Every Council Member present (whether in person or remotely by phone

or electronic means) shall vote on every question except when required or permitted to abstain from voting by law.

(c) Votes may be by voice. Those in favor of a motion shall signify by saying "yes", and those against shall signify by saying "no". However, any Member may require a roll call vote on any issue.

(d) The Chair or any Council Member may call for a roll call vote. The order of the roll call vote will be by district number, Vice Chair, with the Chair to cast the last vote. The Clerk will reverse the roll call by district number for each alternate vote.

(e) The vote on every question for each Member will be recorded in minutes.

(f) Votes on ordinances will be by roll call vote.

(g) When a quorum is present and a Council Member or Council Members are participating by telephone or other electronic means where they can hear and be heard by persons in Council Chambers, those Council Members participating by phone or other electronic means are considered present, and therefore authorized to participate fully and to vote on motions and all other matters presented to the Village Council.

(h) Members participating by phone or other electronic means must affirm that they have heard all proceedings with respect to the matter prior to voting.

Section 4. Reconsideration of a Motion.

(a) During the meeting in which a matter has been voted on, the Council may reopen the matter by a simple majority vote and reconsider its decision. The request to re-open the matter must be made by a person that voted in the majority.

(b) After adjournment of the meeting in which the matter was voted on, reconsideration must adhere to the following:

1) Only Council Members may request reconsideration of an agenda item which has been voted on previously by the Council.

2) Any Council Member who voted with the majority or was not present for the original vote may ask for reconsideration. Where the matter resulted in a tie vote, any Council Member who voted may request consideration.

3) A request for reconsideration must be transmitted in writing or by email to the Chair no later than by the close of business two days prior to the next regularly scheduled Council meeting after the item was voted upon.

4) The Council will first discuss whether to reconsider the item. A majority vote in favor of the reconsideration will place the item on a future regularly scheduled Council meeting agenda as set out below. Failure to receive a majority vote will halt the reconsideration process.

5) Items approved for reconsideration shall be placed on the next regularly scheduled Council meeting agenda unless the Council specifically votes to set a different schedule for hearing the matter. The Village Clerk shall make a good faith effort to notify all parties who participated by speaking or submitting registration forms or written materials at the first hearing of the date of reconsideration; however, failure of such notification shall not invalidate or otherwise affect such reconsideration.

(c) General Rules:

1) A matter may only be reconsidered one time by the Council within any one (1) year period, after the initial vote. After that, any matter or any issues subsumed by it shall require a new agenda submittal, including but not limited to:

   a) A new petition, including filing fees and advisory board hearings where appropriate.

   b) Council action on the matter.

c) The policy contained herein shall constitute the full and complete reconsideration of a matter by the Council.

d) Reconsideration will not toll or suspend any deadline for appealing or otherwise challenging the original decision, unless Council specifically indicates to the contrary in conjunction with the scheduling of the Reconsideration hearing.

Section 5. Types of Motions.

(a) Main Motion:

1) Defined as a proposal that certain action be taken or an opinion be expressed by a group.

2) The words to use are, "I move…"

(b) Secondary Motion:

1) Motions can be made while the main motion is on the floor and before it has been decided. These are called "secondary motions", and they include subsidiary and privileged motions. A secondary motion can be introduced while the main motion is being debated. The secondary motion shall be considered first.

a) The most common is a "motion to amend [the main motion]". The motion must be debated and voted upon before the main motion is further considered.

b) Some secondary motions are not debatable. These include the following: "move to the previous question"; "call the question", which takes Members back to the main motion if approved; "recess or adjourn"; "to table"; and "to suspend the rules". A call for the question requires a second if Members informally do not agree to suspend debate.

c) Debatable secondary motions include: "to amend"; "to refer to committee"; or "to postpone to a time certain".

Section 6. Agenda.

(a) The Village Manager is solely responsible for the preparation of the agenda for meetings of the Council.

(b) The Village Clerk will post or otherwise provide notice containing date, time, and location of Council meetings as required by law.

(c) Items on the agenda will be accompanied by relevant documentation. The agenda, agenda memorandum, and supporting information will, whenever reasonably possible, be provided to the Council by noon on the Wednesday preceding a regular Council meeting, and at least two days in advance of any special called or workshop meeting except for emergency meetings. Revised or additional information may be distributed via an agenda supplement at least 24 hours in advance of a meeting, whenever reasonably possible.

(d) Exhibits, including documents, photos, PowerPoint or other electronic media presentations, or other evidence in support of a petition must be submitted to the departmental staff by close of business seven days prior to the hearing. Any amendments to the submittal must be received by the close of business five days before the hearing. Failure to do so is grounds for the Council to determine not to admit the new exhibit into evidence or consider the exhibit or testimony pertaining to it, for the matter to be continued, or for the matter to be remanded to the appropriate advisory board. It is the petitioner's responsibility to ensure that all exhibits that he or she wants to be considered are in the Council packet prior to the foregoing deadline. Deadlines falling on holidays are extended to the next non-holiday workday.

(e) The agenda for regular and workshop meetings shall include provisions for a public comment period to address matters not on the Council agenda. The public comment period shall be placed on the agenda immediately after the "approval of agenda, additions, and deletions" portion of the agenda~~The public has a right to speak before the Council~~.

(f) The agenda will include a section for "correspondence and communication" by the Council following the Business Section.

1) A Council Member may request that a subject matter be placed on

a future workshop or regular agenda.

2) If two or more members request an item to be placed on a Council meeting agenda, the item will be placed on the next available Council agenda, or on a subsequent agenda as deemed appropriate by the Manager.

3) A Council Member may provide a "position paper", memorandum, or summary to the Village Manager prior to the distribution of the agenda to clarify the purpose and the intent of the subject matter, subject to restrictions in the Sunshine Law including, prohibiting a request for a reply, or for a reply to all.

4) Council Members may share reports, information, correspondence, or other items they deem necessary for the Council to hear subject to restrictions in the Sunshine Law.

5) Council Members will be given an opportunity to respond to any oral or written comments from other Council Members so as to encourage open discussion, subject to restrictions in the Sunshine Law.

(g) The agenda may have a "consent agenda" section for items relating to routine business, reoccurring, or non-controversial business of the Council.

1) The intent of the "consent agenda" is to facilitate the conduct of the Council's business in an efficient, timely, and orderly manner.

2) Should a Council Member desire to discuss any item on the consent agenda, the Member shall request that the item be removed from the consent agenda. The Council will consider that an item of business separate from the other items on the consent agenda. Any Member of the Council may remove an item from the consent agenda.

3) Public Comments as to Consent Agenda Items. Pursuant to the Florida right to speak law, before voting on a motion to approve the consent agenda, the Chair shall allow members of the public to address the Council as to any consent agenda items. A person

commenting on consent agenda items shall be limited to three (3) minutes as to all consent agenda items. Public comment prior to approval of the consent agenda items is not permitted to the extent the comment is directed at the adoption of minutes or ceremonial proclamations, or other similar ministerial acts.

(h) The agenda packet will be in electronic format. The Council agenda and packet will be posted on the Village's website for public review at least seven days prior to the meeting whenever reasonably possible, or within any shorter time that may be required by law. In addition, the Village Clerk will have at least one (1) hard copy of the agenda packet available for public review before the meeting and at the meeting.

(i) Matters not on the agenda. While Florida law does not require a matter to appear on a published agenda before it is acted on, the Council always desires to provide notice to Village residents in advance of a vote. Therefore, as to matters not on the published agenda but which are added to the agenda at the meeting, the Council will not ordinarily take action at the same meeting wherein a matter is first raised, but may direct that the item be placed on a future agenda. However, the Council reserves the right to vote on matters added to the agenda where the matter is either minor in nature, addresses a matter of internal Village operations or staffing, or where a legal or business deadline (such as a grant application or court filing deadline) would not provide enough time for the item to wait to the next agenda.

Section 7. Meetings of the Council.

(a) A schedule of Council regular and workshop meetings for the year shall be adopted by motion prior to January of each year. As required by the Village Charter, at least 12 regular meetings must be scheduled each year. Any changes in the adopted schedule shall be made by motion of the Council.

(b) The Council may hold special meetings at any time pursuant to the call of the Mayor or majority of Members. Where feasible, at least 24-hours notice shall be provided in writing or email to each Member. The notice shall specify the subject of the special meeting.

(c) Executive sessions (closed-door meetings or portions of meetings) may

be held and shall be limited to those subject matters authorized by law (Florida Statutes) or federal law.

(d) The Council may recess any regular or special meeting, providing that such recessed meeting shall be to a future day and hour to be specifically provided for in the motion for such recess. The recessed meeting shall not be later than the next regular meeting, and any such recessed meeting shall not be held at any hour or time other than as specified in such resolution.

(e) Emergency meetings of the Village Council may be called by the Mayor, Village Manager or three Council Members as deemed necessary. The notice shall specify the subject of the emergency meeting.

(f) The Village Manager, or his or her designee, may continue or grant one continuance of a published agenda item before the meeting. Further continuances must be considered by the Council.

(g) Public forum not created. Nothing in this procedure manual is intended to create a general public forum for discussion, debate or comment on any matter an individual desires to discuss. Village Council meetings occur so as to conduct the pending Village business and, to that end, must proceed as efficiently as possible.

Section 8. Meeting Minutes.

The Village Clerk or designee shall keep minutes of all public meetings of Council, which shall be a matter of permanent public record and shall be presented to the Council for review and approval. A taped or video recording of the meetings may be made.

Section 9. Public Hearings (Other than Quasi-Judicial).

The purpose of public hearings is to receive input from citizens regarding the issue before the Council.

(a) The Village Attorney, or the Village Land Use Counsel, where appropriate, or the Village Manager, or his or her designee, will summarize the issue before the Council rather than read the entire staff

report, unless otherwise requested by the Council. Ordinances and resolutions will be read into the record by title only.

(b) The Chair shall remind the members of the public to fill out a speaker's card prior to the start of the public hearing.

(c) Following the summary explanation, the Chair will open the Public Hearing ~~will open~~. Citizens wishing to speak to the matter under consideration are required to complete and provide to the Clerk a s~~S~~peaker's card~~s shall be required~~. Failure to ~~fill out and~~ submit a completed ~~the~~ speaker's card prior to the start of the public hearing or prior to speaking may result in forfeiture of the right to speak, unless permitted by the Chair or a majority of the Council. Public comments on the matter under consideration shall be limited to three minutes and one time, unless otherwise determined by the Chair or a majority of the Council. Members of the public are not permitted to "donate" time to another speaker.

(d) When the public comments have concluded, the Chair will close the Public Hearing. ~~D~~Debate may continue until the question is called or the measure dies for lack of a motion and second.

Section 10. Quasi-Judicial Proceedings and Public Hearing.

(a) Unless otherwise designated by the Chair, the Chair will call each item and direct the Village Clerk to administer the oath to the Village staff and to those persons who intend to testify or present evidence at the hearing. At this time all Members shall disclose any ex-parte communications they have had or conflicts of interest that they may have regarding the petition.

(b) After the introduction of the petition by staff, the petitioner's presentation will occur first. The Council, or the appropriate advisory board, may impose time limits on the petitioner based on staff recommendation. The petitioner's presentation may not exceed one hour without the affirmative consent of the Council or such advisory board.

(c) Staff shall then provide an analysis of the petition and staff report.

(d) After the Petitioner and staff have made their presentations, the Council will determine which persons, if any, in addition to the Petitioner and the Village staff, shall be considered parties in the matter permitted to present evidence and examine witnesses in support or opposition to the petition.

(e) Following presentations by the parties, the Chair will call for public comment by those who have filled out speaker's cards. Each speaker shall have up to three minutes to present comments on the petition.

(f) Upon conclusion of public comment, the Petitioner may, before the close of the public hearing, present a brief rebuttal with a time limit to be determined by the Chair.

(g) Council members may ask questions of the parties, staff, or public speakers at any time during the hearing. Questions of an informational nature from the parties or public speakers may be asked through the Chair. Direct questions between the parties to their witnesses will be permitted. A representative of a party may respectfully ask questions of an adverse witness, which questioning may be reasonably limited by the Chair. Questions must be reasonably relevant to the issues before Council. In a quasi-judicial proceeding, Council members are not serving in a legislative capacity, but as judges. Therefore, Council members should not formulate or express opinions until all of the testimony and evidence has been presented. Any new ex parte communications must be disclosed on the record prior to a vote.

(h) The Council should introduce a motion, debate the position, and call for the question.

(i) The agenda packet will be in electronic format. The Council agenda and packet shall be posted on the Village's website for public review at least seven days prior to the meeting whenever reasonably possible. In addition, the Village Clerk will have at least one hard copy of the agenda packet available for public review before the meeting and at the meetings.

(j) The petitioner must provide electronic copies of petitioner's presentation materials and any new evidence to the Village Manager or staff at least seven days prior to the Village Council meeting at which

the Petition is to be considered for inclusion with the Council agenda packets. Failure to do so is grounds for the Council to determine not to admit the new exhibit into evidence or consider the exhibit or testimony pertaining to it, for the matter to be continued, or for the matter to be remanded to the appropriate advisory board for reconsideration. It is the petitioner's responsibility to ensure that all exhibits that petitioner wants to be considered are provided to the staff for the Council packet prior to the foregoing deadline. Deadlines falling on weekends and holidays are extended to the next non-weekend or holiday workday.

(k) Handouts of hard copies of the presentation materials or new evidence provided during the proceeding shall consist of 13 copies for the Council, staff, and other parties.

(l) In making its decision, the Council shall consider the evidence in the record, the public's input and any recommendations of the Village staff and appropriate Village Land Use Boards. The Chair, with the advice of the Council's counsel, may rule on any objections to admission of any irrelevant or immaterial evidence, but the public hearing need not conform strictly to the rules of evidence or procedure that govern judicial proceedings as long as fundamental due process is observed. The Council's decision shall be based on competent substantial evidence in the record of the proceeding, and the applicable law.

(m) Following the hearing, the Council's decision shall be reduced to writing. If a petition is rejected, the Council shall state the reason(s).

Section 11. Public Hearings by Committee, Chair, or Village Manager.

When authorized by law or ordinance, the Council may appoint a special magistrate or committee of its Members, or designate the Chair, one of its Members or the Village Manager to assist in or hold a public hearing for the Council at any time or upon any matter pending before it. ~~The requirements of the Sunshine law shall apply in the same manner as they would apply to the Council.~~ Minutes or reports of hearings held by the special committees, the Chair, or the Village manager shall be filed as public record.

Section 12. Role of Council Members.

In order to prevent any misunderstanding or false impression based on the

holding of an office on behalf of the Village, whenever any Council Member, including the Mayor and Vice Mayor, speaks to the news media or the public with respect to any matter for which the member is not designated by the Council as the spokesperson or liaison for the Village, the member must make it known that the member does not speak for the Village with respect to the matter, and that any comments are the member's own in the member's capacity as a Member of the Council.

Section 13. Role of the Mayor/Vice Mayor.

(a) The Mayor shall serve as Chair during meetings of the Council in the manner provided in these Rules of Procedure; and

(b) The Mayor shall serve as the head of municipal government for the purpose of execution of legal documents as required by ordinance; and

(c) The Mayor shall also serve as the ceremonial head of the Village. Except as specifically set forth above, or otherwise provided by law there is no inherent or apparent power by virtue of a person holding the office of Mayor or Vice Mayor.

(d) The Vice Mayor shall serve as Mayor during the absence or disability of the Mayor, and if a vacancy of the Mayor occurs, shall become interim Mayor until the next regularly scheduled election.

(e) When a liaison is appointed, or when the Council appoints a spokesperson, on any issue, such questions to the Village with respect to such issue shall, where possible, be referred to such liaison or spokesperson. If a liaison or spokesperson has not been appointed by the Council as to an issue, the Mayor (or the Vice Mayor) as the ceremonial head of the Village, may serve as the spokesperson for the Village with respect to resolutions, ordinances and policies previously adopted by the Village Council. As is the case with all Council Members, when making statement of the Mayor's personal opinion on matters not yet adopted by the Village Council, the Mayor shall preface those comments as being those of the Mayor and not the Village Council as a whole.

(f) Subject to the limitations set forth in the preceding paragraphs, concerning ceremonial activities on behalf of the Village, the Mayor is

authorized to prepare and sign as Mayor, Proclamations recognizing the opening of new businesses, expansion of existing businesses, special events that provide a public benefit to the citizens of the Village, and other routine non-controversial matters as requested by the Manager. Attendance at business openings or anniversaries, attendance at non-profit organization social functions, and other similar social or business sponsored events, are ~~be~~ deemed to be part of the role of the Mayor acting as ceremonial head of the Village.

(g) In order to give as many Council Members as possible the opportunity for ceremonial roles in the Village government should they desire to so serve, as a general rule of the Council, the election of the Mayor and Vice Mayor pursuant to the terms of the Village Charter may be accomplished on a rotational basis, as determined by the Council. Council Members would generally not serve in either such position more than once during the limit of their terms in office as set forth in the Charter.

Section 14. Conduct of Council Members and Meetings.

General Rules:

The Village Charter provides information on the roles and responsibilities of Council Members, the Mayor and the Vice-Mayor. Florida Statutes provide regulation and guidance on ethical issues to ensure that Council Members conduct themselves independently and impartially, not using their office for private gain.

In addition to guidance from Florida Statutes, these Council Rules are designed to describe the manner in which Council Members should treat one another, Village staff, constituents, and others with whom they come into contact while representing the Village. It defines more clearly the behavior, manners, and courtesies that are suitable for various occasions.

The constant and consistent themes through all of these guidelines are dignity and respect. Council Members experience stress in making decisions that impact the lives of the citizens. At times, the impacts on the entire community must be weighed against the impact on only a few. Despite these pressures, elected officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect for each individual through words and actions is the

touchstone that can help guide Council Members to do the right thing in even the most difficult situations.

The Village Council is composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve, protect, and enhance the present and the future of the community. In all cases, this common goal should be acknowledged even as Council may "agree to disagree" on contentious issues.

Council Members should practice civility, professionalism, and decorum in discussions and debate. Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, Council Members to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. Council Members should conduct themselves in a professional manner at all times, and shall avoid personal comments that could offend other Council Members.

Subject to the foregoing general rules:

(a) The Chair should:

1) Conduct the meeting firmly and courteously while maintaining order at all times.

2) Ensure that a Member is recognized before speaking, and permit only one person to speak at a time.

3) Allow persons not on the Council to speak only at designated times, and only on the topic under consideration.

4) Apply time limits uniformly.

5) Make rulings on all procedural/parliamentary questions. In making a ruling, the Chair may consult with the Village Attorney as to the applicable rules of order. The ruling of the Chair on a procedural issue can be overturned by a majority of the Council. ~~Rule out of order remarks which involve personalities or may be seen as having an attack motive or may impugn the character of another Member or a member of the Village Staff, or which are not related to the matter~~

~~before the Council.~~

6) Reject frivolous motions and motions not permitted by the Rules. Require motions to be stated affirmatively and to the point.

7) Restate the motion and allow the maker of the motion to speak first. Call for a second for a motion rquiring a second, before debate begins.

8) Allow a Member additional opportunities to speak on a matter only after all other Members have had an opportunity to speak.

9) Allow interruption of a speaker only by consent of the speaker or for permitted reasons (e.g. "Point of order", "point of information, please").

10) Recognize citizens wishing to address the Council on the issues before the Council prior to the vote.

11) Reject discussion of motions which are not debatable (e.g. adjourn, call for the question, continuance, recess, or table).

12) Recognize that all Members have equal rights, privileges, and obligations. Remain impartial in the use of authority.

13) Call for the question when it appears that Members have concluded debate, or when such debate has become repetitive and non-productive for the required policy discussion.

14) Remind the public of the requirement to submit a speaker's card for the "public comment" section of the agenda or for an agenda subject.

~~5)~~15) During workshops and informal sessions these rules may not be strictly applied. The Chair shall encourage a free exchange of ideas.

(b) Council Members should:

1) Be recognized by the Chair before speaking. Then, after each Member has had the opportunity to speak, a Member may comment on the subject following a recognition by the Chair. The Chair may elect to have a less formalized speaker order during

workshop topics, and a more formalized speaker order depending on the issue and the volume of the information to be discussed.

2) When making a motion, speak clearly and concisely so as to avoid any misunderstanding as to the intent of the motion. State the motion affirmatively. State the motion without setting out the reasons and basis for the motion. Those can come as part of the debate.

3) Not speak a second time on a subject until all who wish to speak have done so. Confine remarks to the subject of the motion, while avoiding remarks involving personalities.

4) Not interrupt a speaker who has the floor without consent, except to present a privileged motion.

5) Limit comments to that required to state a position while avoiding repetitiveness or redundancy.

6) Not be obligated to state a position or opinion on matters under discussion. Discussion should be intended to add information, persuade colleagues through debate, and state positions.

7) Refrain from adding comments or explanations during the voting process. Comments and explanations should be made during discussion before or after the motion, and not during voting procedure.

8) At all times act with decorum toward the Members of the Council and the Members of the public attending the meeting. Recognize that people appearing before the Council shall be treated with respect and dignity.

9) Refrain from initiating a discussion with citizens during the public comment period except to ask questions or clarify points raised by a citizen. Let public speakers finish before commenting or asking questions. If additional information or response from staff is needed, the Council Member may ask questions following the public comment.

10) Recognize that the legislative process involves interaction of

competing ideas that resolve themselves by a decision of the Council. That decision may not satisfy all Members, but the will of the majority shall prevail.

11) Be prepared and focused. While questions and clarification will occur, many questions can be answered by studying the agenda packet, or with a phone call or visit to the Village staff prior to a meeting. The Council and the public may then focus on the decision-making process at hand in a timely manner.

(c) The public will:

1) Be permitted to address the Council ~~during the public comment period on any subject, and~~ on any ~~matter scheduled on the~~ agenda item prior to the Council taking a vote on the matter. The public may also speak during the public comment portion of Council meetings in accordance with these procedures.

a) Citizens who wish to address the Council on business matters scheduled on the agenda must complete and submit a speaker's card prior to the close of the public comment period or the comment period on a public hearing for that agenda item. Registered speakers who have completed a speaker's card will be called to the podium by the Chair.

b) Public comment shall be limited to three minutes unless waived by the Chair or by a majority of the Council Members.

2) Be permitted to address the Council on any subject matter not scheduled on the agenda during the "public comment" section of the agenda. The public comment portion of the meeting is designed to allow the public to address matters which are not on the agenda, and which address matters which may be appropriate for the Village Council to act on at a future meeting.

a) Speaker's cards are required.

b) Upon being recognized by the Chair, the person shall proceed to the podium and state the person's name and address.

c) The Chair will allow the person three minutes to speak on the

matter or matters which the speaker wishes to address ~~present matters before the Council~~ unless otherwise waived by the Chair or a majority of the Council Members. Speaker time limits will not be extended simply because the speaker is addressing more than one topic. However, if the Council interrupts the speaker during public comment, the speaker's time will be adjusted to allow him or her to receive the full three minutes~~to approximate time involved with Council dialogue~~.

d) Public comment is intended to encourage citizens to speak about issues, not to pose questions to Council or staff. Therefore, Council Members and staff will not respond to a speaker's ~~answering of~~ questions unless ~~will only occur when~~ directed by the Chair or Council. Otherwise, if a speaker's question warrants a follow up response, it ~~answers~~ will be provided by the staff or Council Members outside of the meeting. Nothing herein shall limit the ability of the Council Members to seek clarification from a public comment ~~question public~~ speaker~~s~~. However, to allow all citizens the opportunity to speak, and to facilitate an efficient meeting, Council Members should refrain from engaging in debates or lengthy exchanges with public comment speakers during the meeting.

e) All members of the public who address the Council shall do so without remarks which are deemed by the Chair to be slanderous, involve personalities or may be seen as having a personal attack motive, or which may impugn the character of a Member or a member of the Village staff. Such remarks shall be ruled out of order by the Chair.

3) All persons in attendance at a Council meeting, hearing, or workshop shall conduct themselves in a civil manner and refrain from actions that disrupt the meeting or hinders the Council in performing its duties. To these ends, such persons are prohibited from:

- committing acts of violence toward any person;

- making threats of violence or speaking "fighting words" that are likely to provoke violence;

- disrupting the proceedings with excessive commotion or excessively loud shouting or other noise or use of obscene or crude language;

- interfering with the rights of others to speak, hear, see, or attend the proceedings;

- being unduly repetitious or presenting matters not relevant to the agenda item under consideration;

- speaking on a subject about which the Council has already taken a position or about which the Council has voted not to receive further comment;

- making ad hominem (in a way that is directed against a person rather than the position they are maintaining) attacks or insults against any person;

- continuing to speak after the allotted time has expired or after having been ruled out of order; or

- speaking on a subject that is clearly outside the purview matters that relate to the Council's duties, authority or powers under the Village Charter, Florida Statutes Chapter 166 or other applicable law, or which relate to the Village's property, legal or financial interests, or to the public health, safety or welfare of the Village and its residents.

Section 15. Not Appealable.

(a) The failure of the Council to adhere strictly to any of the rules contained herein shall not create a cause of action or basis of appeal or challenge of the matter before the Council.

Section 16. Conflict With Charter or Ordinances.

Where these rules conflict with the Village Charter, Code of Ordinances, or Florida Statutes, the Charter, Code of Ordinances, or Florida Statutes shall prevail.

Section 17. Liaisons.

There are many governmental bodies, organizations and entities, that request the appointment of liaisons from the Village Council to help facilitate communications between those governmental bodies, organizations and entities and the Village of Estero. When such a governmental body, organization or entity makes a request for the appointment of a liaison, all Council Members desiring to serve as the liaison shall so notify the Manager who will provide that information to the Village Council for Council consideration. The Village Council shall appoint the liaison from the Village Council for the period ending on May 1 or as otherwise determined by Council. In a like manner, the Village Council may make appointments of Council Members to serve in a liaison capacity even if the governmental body, organization or entity has not requested the appointment of a liaison. The Village Council may also appoint a liaison or spokesperson on any issue deemed to be of strategic concern to the Village.

On or before May 1 of each year, unless specifically determined otherwise by Council, all liaison or spokesperson appointments shall be reviewed by the Village Council and each such position shall be filled by the Village Council for the next year, with each liaison and spokesperson appointment being effective on the date of such appointment and continuing until a successor appointment is made by the Council. The appointment of a liaison or spokesperson shall in any event serve at the pleasure of the Village Council.

The role of the liaison or spokesperson is to facilitate communications between the Village Council and the entity, or with respect to the issue of strategic concern identified by the Council. The liaison is responsible for communicating to the entity, or with respect to such an issue, the official position of the Village Council on all matters, and not to promote the liaison's personal position on issues not yet adopted by the Village Council. However, the liaison or spokesperson may express its personal opinion on matters as long as it is clearly stated that such communication is not the official position of the Village Council and is the personal opinion of the liaison or spokesperson.

The appointment of a liaison or spokesperson does not absolutely prohibit other Council Members from communicating with the entity as long as it is clearly stated that such communication is the personal opinion of the Council Member and does not reflect the official position of the Village Council. However, except in unusual circumstances, Council Members shall normally defer to the appropriate liaison or spokesperson with respect to either communicating with or

making comments about the organization to which such liaison or spokesperson was appointed or as to the issue of strategic concern for which such liaison or spokesperson was appointed.

In situations where a liaison is to vote on behalf of the Village at a meeting of an entity to which it the liaison, the Council Liaison shall use a reasonable effort to get direction from the Village Council prior to voting. If prior direction from the Village Council is not feasible, then the Liaison will use its best effort to vote in a manner consistent with the wishes of the Village Council.

Section 18. **Vacancies; forefeiture**. Policies for vacancies, forfeiture of office and related Charter provisions are incorporated to these rules by reference as **Attachment A** and **Attchment B**.

Section 19. Remote Attendance/Absence Policies.

Purpose: This Policy addresses alternatives to a Council Member's physical presence at Council meetings. ~~It is an addendum to Council's Rules of Procedure previously adopted in 2017. To the extent of any conflict with the current Rules of Procedure, this Policy will prevail.~~

Physical Non-Attendance; Generally: The policy of Florida as set out in general law and as reflected in the Village of Estero Charter strongly indicates that local government officials are expected to be diligent in their offices, which includes being physically present at meetings, and voting unless there is a conflict.

As to physical attendance the Village Charter states that a Member's office may be forfeited if the Member "**misses three consecutive regularly scheduled council meetings**, **unless excused by the council."** The Charter is silent as to what constitutes an excused absence but assigns to Council the determination of circumstances for which a Member's office may be forfeited, including inability to perform the duties of office.

State law leaves the decision up to the Council's "sound discretion".

Following are Council's general policies for Remote Attendance and for Excused Absences, and factors to consider.

1. **Remote attendance**. The Florida Attorney General has allowed a

limited category of exceptions, for "unusual" or "special circumstances", recognizing that with electronic devices (first the telephone, now videoconferencing) there is a way for officials to participate remotely, if they cannot attend a meeting in person. If members are allowed to attend remotely, they are considered present for all purposes, and thus, it is not an absence.

Remote Attendance Policy: When a Member wishes to attend a meeting remotely (recognizing that remote attendance is disfavored) the Council will apply the following considerations:

1. Whether the remote means allows the member to hear and to be heard by all who are physically present. If the remote feed is insufficient or lost, the member will not be considered present for such period.

2. Whether the request was made a reasonable time prior to the meeting, normally at a previous meeting.

3. Whether the reason stated is an "unusual" or a "special" circumstance.

    a. Mere inconvenience or preference to attend remotely are not unusual or special circumstances.

    b. Illness, especially serious or contagious, may be an "unusual" or "special" circumstance. However, if it is such that it is likely to be long-term, or is repetitious, it may no longer be "unusual" and may be grounds for removal for inability to perform the duties of the office.

    c. A Personal or family emergency may qualify.

    d. Unavoidable conflict in schedule, that keeps the Member at a remote location may qualify, so long as the conflicting schedule is work-related or official duty related.

    e. A rule of thumb is that a request to attend remotely will not be granted for more than three meetings in a calendar year.

2. **Absence; Excuses for Absence Policy**. When a Member wishes to have an excusable absence, recognizing that absences are disfavored, Council will apply the following considerations:

    a. Whether an absence is excusable is left to the sound discretion of the Council (bearing in mind that the highest responsibility of elected and appointed officials is physical attendance at meetings), and that the strict Sunshine Laws prohibit members from communicating with each other on Council business outside of meetings.)

    b. Absence, and the determination as to whether it is excused, normally occurs at Roll Call, but could also apply if a Member leaves the chamber during a meeting. (It is a violation of the Florida Ethics Code for a Member to absent oneself to avoid a vote or a declaration of conflict).

    c. In making a determination as to whether a Member's absence may be excused Council will consider by vote the following:

        i. Mere inconvenience or preference not to attend are not excusable reasons.

        ii. Illness, especially contagious or serious, may be an excusable reason. However, if it is such that it is likely to be long-term, or is repetitious, it may be grounds for forfeiture of office for inability to perform the duties of the office.

        iii. A Personal or family emergency may qualify.

        iv. Unavoidable conflict in schedule may qualify, so long as the conflicting schedule is work-related or official duty-related and does not repeat.

v. A rule of thumb is that a request to be excused will not be granted for more than three meetings in a calendar year.

Attachment A

VILLAGE OF ESTERO—RULES OF PROCEDURE-VACANCIES

Preamble--The Village Charter sets out a series of reasons that an elected Member's office becomes vacant. It also specifies certain procedures that must be followed. It specifies that the Council is the entity that judges these circumstances and qualifications. The Governor also has the power to suspend or remove local elected officials from office. The voters can also remove (recall) under certain circumstances. These procedures are intended to clarify and supplement, but not to be in conflict with, the relevant Charter provisions, the Florida Constitution or general law.

Vacancies.—A vacancy in the office of council, mayor, or vice mayor shall occur upon the incumbent's **death**, **inability to fulfill the duties of the office**, **movement of residence outside the district**, **resignation, appointment to another public office, judicially determined incompetence**, **removal,** or **forfeiture of office** as described in this subsection. (Village Charter Section 4, paragraph (7)(a)).

Policy: Death--Upon receipt of notification of death of a member, the clerk will enter the notification into the Village records and notify the Village Manager and Council. The office will be deemed to be vacant immediately upon the date and time of death.

Policy: Inability to fulfill the duties of the office—

The duties of a Member in the Village of Estero are set out elsewhere in these Rules of Procedure.

a. **Notification by the Member**--If a Member is unable to fulfill the duties of the office, the Member must notify the Council. The Council will review the notification, and if it concurs, will declare the office vacant.

b. **Notification by other than the Member**—If the Council is notified by other than the Member that the Member is unable to fulfill the duties of the office, it may notify the Member and give the Member the opportunity to rebut the notification as required in the Charter.

c. **Notification by Staff or other Council Members**—If the Council is notified by Staff, other Council Members, or upon its own, it will notify the Member and give the Member the opportunity to rebut the notification as rquired in the

Charter.

Policy: Movement of residence outside the district--An elected official must be a bona fide resident and "elector" of the Village and district at all times. (See Charter Sec. 4. (2)(b). To qualify as an elector, the Member must have a residence in the Village and district and must intend that this be the Member's one and only domicile. That is the only place that the Member can vote or hold office. If the Member is no longer an elector within the Village and district.

If it comes to the attention of the Village that a Member is no longer an elector in the district, Council must investigate, and if found to be correct, declare the office vacant as of the date the Member is no longer an elector in the district.

Resignation—A resignation should be written and transmitted to the Village Manager or Mayor.or both. It is effective upon the date specified in the resignation or upon the date it is accepted by the Council. It will be taken up at the next regularly scheduled meeting of Council. If the resignation is due to a lack of qualification as set out in the Charter, it is effective immediately upon receipt by the Village.

Appoint to another public office—The Florida Constitution's Dual Office-holding provisions prohibit a Member from holding more than one office at a time. It provides that the acceptance of another office, constitutes a resignation from the current office. There are some exceptions. Therefore, prior to acceptance of any appointment to another public agency, board or committee board, the Member should ensure that the appointment does not constitute an "office" under the Dual Office-holding prohibitions. The Florida Attorney General's office has a Dual Office-holding booklet.

Judicially-determined Incompetence-This is related to **inability to fulfill the duties of the office**. Florida law sets out reasons and procedures for judicial determination of Incompetence. If a Member is judicially declared to be Incompetent, the Village must follow that determination and declare the office vacant. Determination of appeals of judicial incompetence must be with the Court, not the Council.

Removal—The Charter provides for suspension and removal. Due process requires a Council hearing. The Governor can also **suspend or remove.** The people can remove by **municipal recall** (100.161 Fla. Stats.) for:

1. Malfeasance;
2. Misfeasance;
3. Neglect of duty;
4. Drunkenness;

5. Incompetence;
6. Permanent inability to perform official duties; and
7. Conviction of a felony involving moral turpitude.

Attachment B

VILLAGE OF ESTERO—RULES OF PROCEDURE-CHARTER PROVISIONS

FILLING OF VACANCIES

VACANCIES; FORFEITURE OF OFFICE; FILLING OF VACANCIES.

Section 4. (7)(b) Forfeiture of office.—A member of the council may forfeit the office if the member:

1. Lacks at any time during the term of office any qualification for the office prescribed by this charter or by law;

2. Violates any express prohibition of this charter;

3. Is convicted of a felony or criminal misdemeanor, which felony or misdemeanor involves the office of village council;

4. Is found to have violated any standard of conduct or code of ethics established by law for public officials or has been suspended from office by the Governor, unless subsequently reinstated as provided by law; or

5. Misses three consecutive regularly scheduled council meetings, unless excused by the council.

If any of these events should occur, a hearing shall automatically be conducted at the next regularly scheduled council meeting, and the member may be declared to have forfeited office by majority vote of the council.

(c) Filling of vacancies.—A vacancy on the council, except for the position of mayor, shall be filled as follows:

1. If a vacancy occurs and the remainder of the unexpired term is 28 months or less, the remaining council members shall, within 60 days after the occurrence of such vacancy, by majority vote of the remaining council members, appoint a person from the same district to fill the vacancy for the remainder of the unexpired term.

2. If a vacancy occurs and the remainder of the unexpired term is more than 28 months, the remaining council members shall, within 60 days after the occurrence of such vacancy, by a majority vote of the remaining council members, appoint a person from the same district to fill the vacancy until the next regularly scheduled

election, at which time the balance of the term for the seat shall be filled pursuant to section 9.

3. If four or more council vacancies occur at one time, the remaining council members shall, within 60 days after the occurrence of such vacancies, by a majority vote of the remaining council members, appoint a person from the same district to fill such vacancies until the next regularly scheduled village election, at which time the balance of the term for the seats shall be filled pursuant to section 9.

(8) JUDGE OF QUALIFICATIONS.—

(a) The council shall be the sole judge of the qualifications of its members and shall hear all questions relating to forfeiture of a council member's office, including whether good cause for absence has been or may be established. The council shall have the power to set additional written standards of conduct for its members beyond those specified in this charter and may provide for such penalties as it deems appropriate, including forfeiture of office. In order to exercise these powers, the council shall have power to subpoena witnesses, administer oaths, and require the production of evidence. A member charged with conduct constituting grounds for forfeiture of office shall be entitled to a public hearing on demand, and notice of such hearing shall be published in one or more newspapers of general circulation in the village at least 7 days before the hearing.

(b) The burden of establishing good cause for absences shall be on the council member in question; however, any council member may, at any time during a duly held meeting, move to establish good cause for his or her absence. A council member whose qualifications are in question or who is otherwise subject to forfeiture of his or her office shall not vote on such matters.

Policy: In any proceeding where Council is authorized to judge qualifications, to discipline, to suspend, or to remove or declare a Member’s office to be vacant, it may have the Village Manager or Village Attorney investigate the facts, refer it to the County Sheriff and State attorney for investigation (where criminal charges are or may be made), engage the services of one or more qualified persons to investigate, and appoint a special magistrate to hear and make recommendations to the Council.

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
October 18, 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.

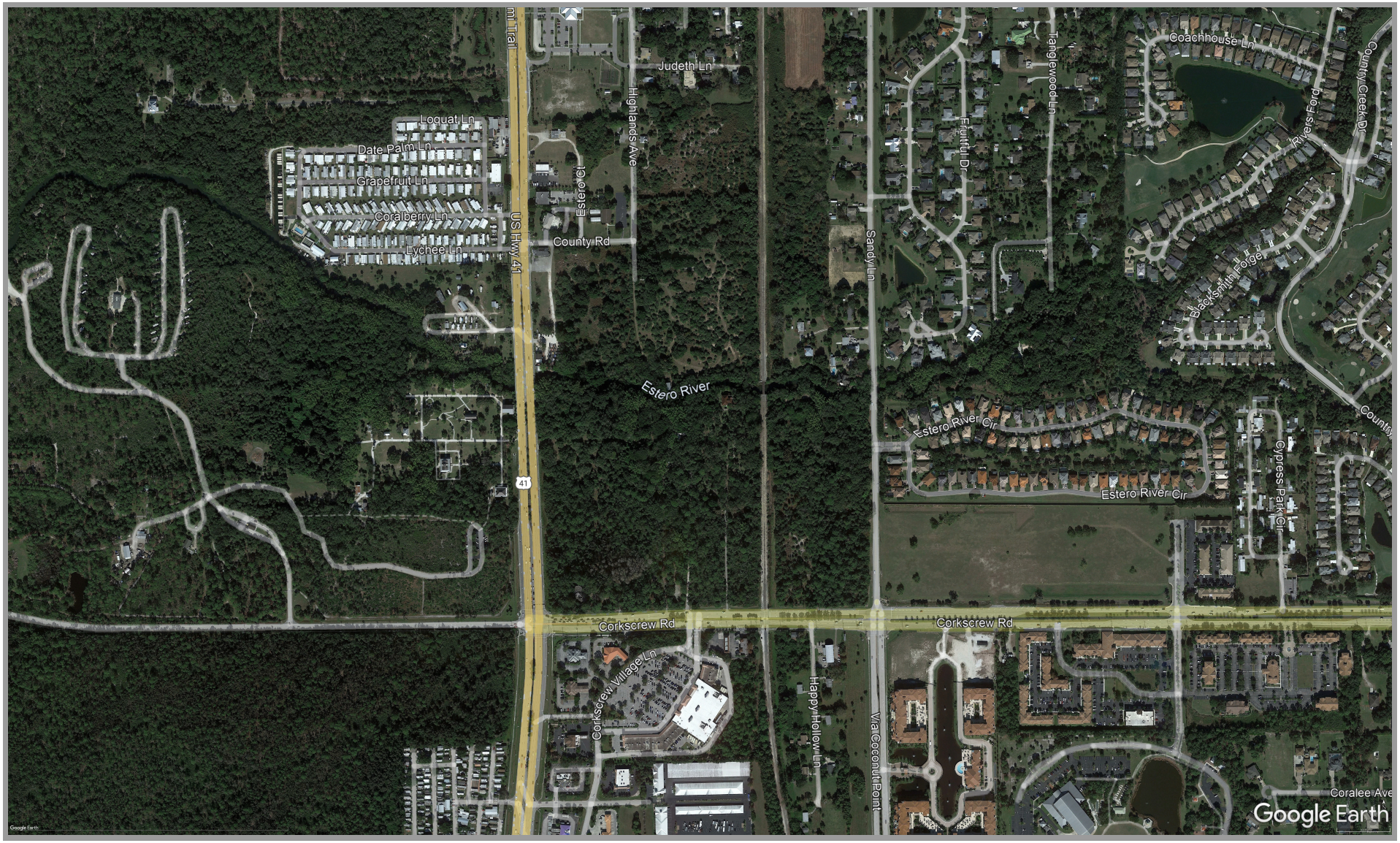
Funds are currently available within the Village's Fiscal Year 2022/2023 budget for the Estero on the River Improvements Project. The Fiscal Year 2022/2023 budget is $2,250,000.

Prepared by: David Willems, P.E.

Attachments:

1. Location Map

2. Bid from Southwest Builders, Inc.
3. Southwest Builders, Inc. Contract
4. Vendor Disclosure Form
5. Picture of Building
6. Cultural Resource Assessment
7. 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 Tafelicce 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 Tafelicce 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 Southwest 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.

(stamp)

STEPHEN R CHAPMAN
Notary Public - State of Florida
Commission # HH 078835
My Comm. Expires Feb 5, 2025
Bonded through National Notary Assn.

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 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. 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:

Village of Estero
9401 Corkscrew Palms Circle
Estero, Florida 33928

Prepared by:

Archaeological Consultants, Inc.
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

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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.

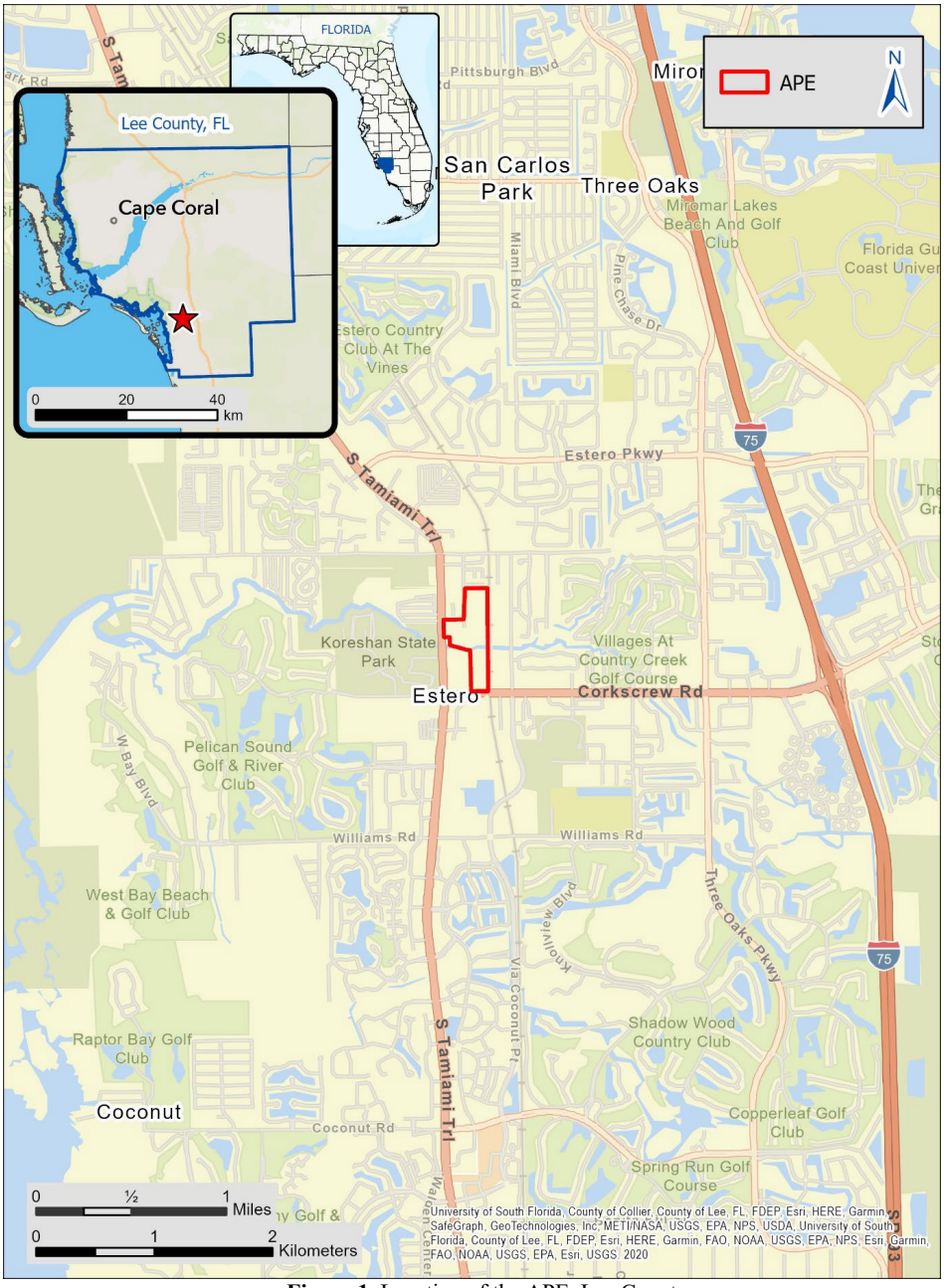


Figure 1. Location of the APE, Lee County.

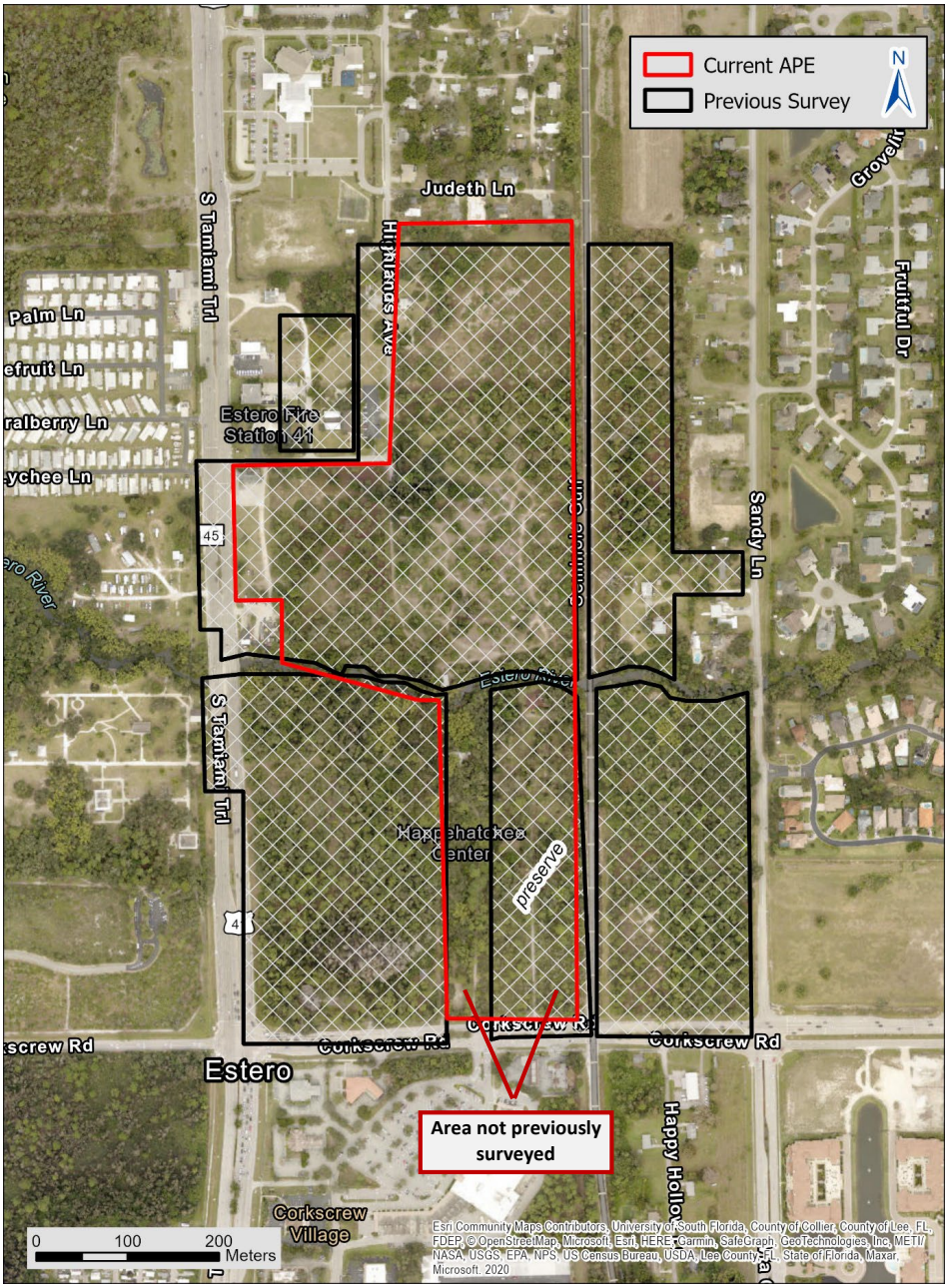


Figure 2. Boundary of the previous 2005 survey and current survey boundary APE. The area labeled "Preserve" was not surveyed in 2005 but is included in this survey.

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.

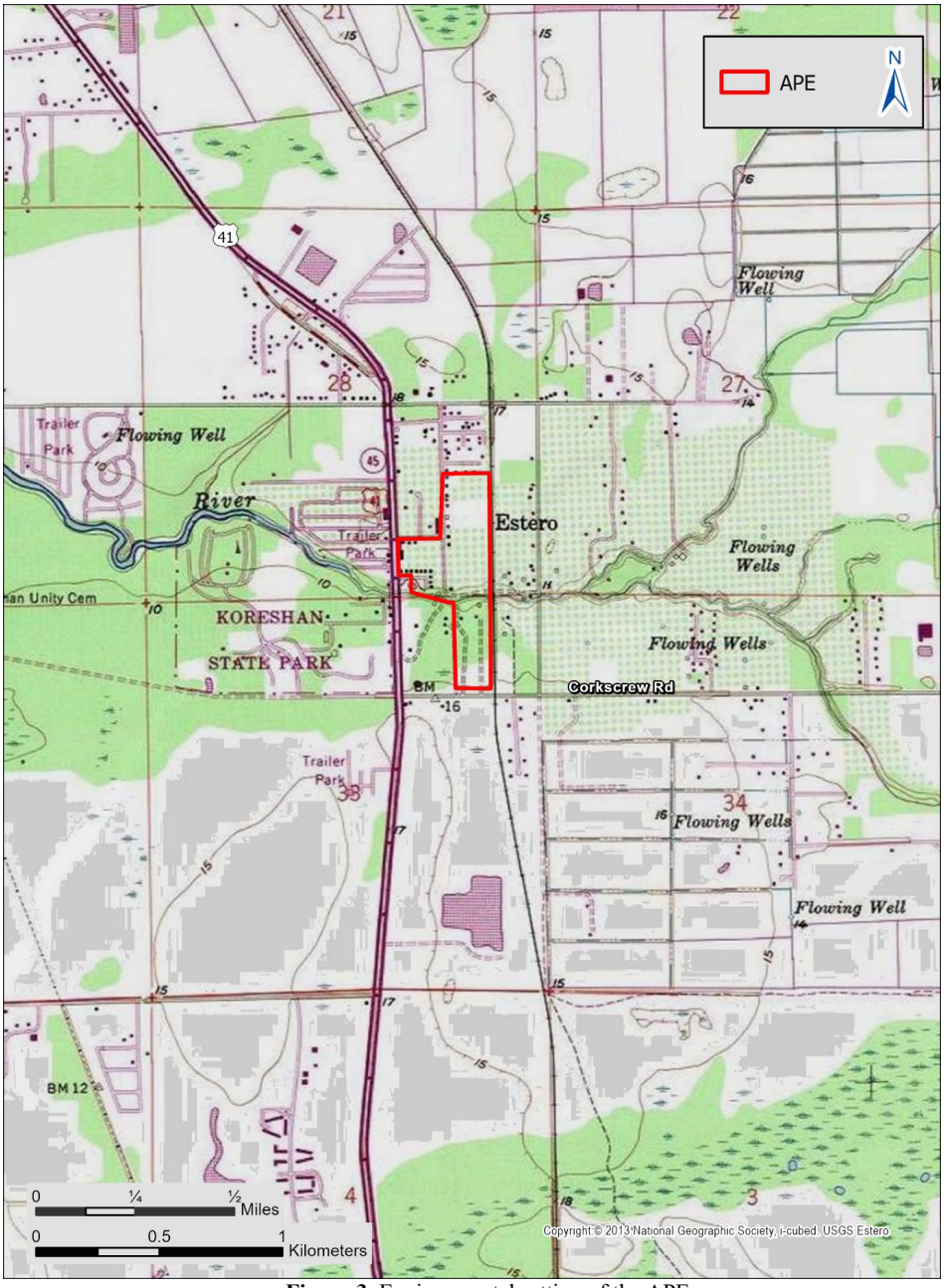


Figure 3. Environmental setting of the APE.

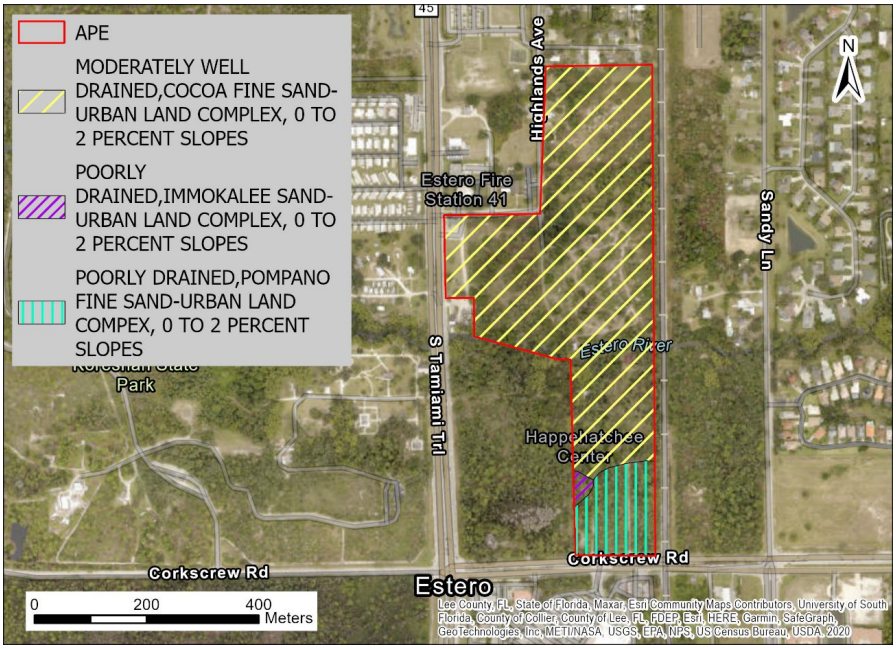


Figure 4. Soil types within the APE.

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).

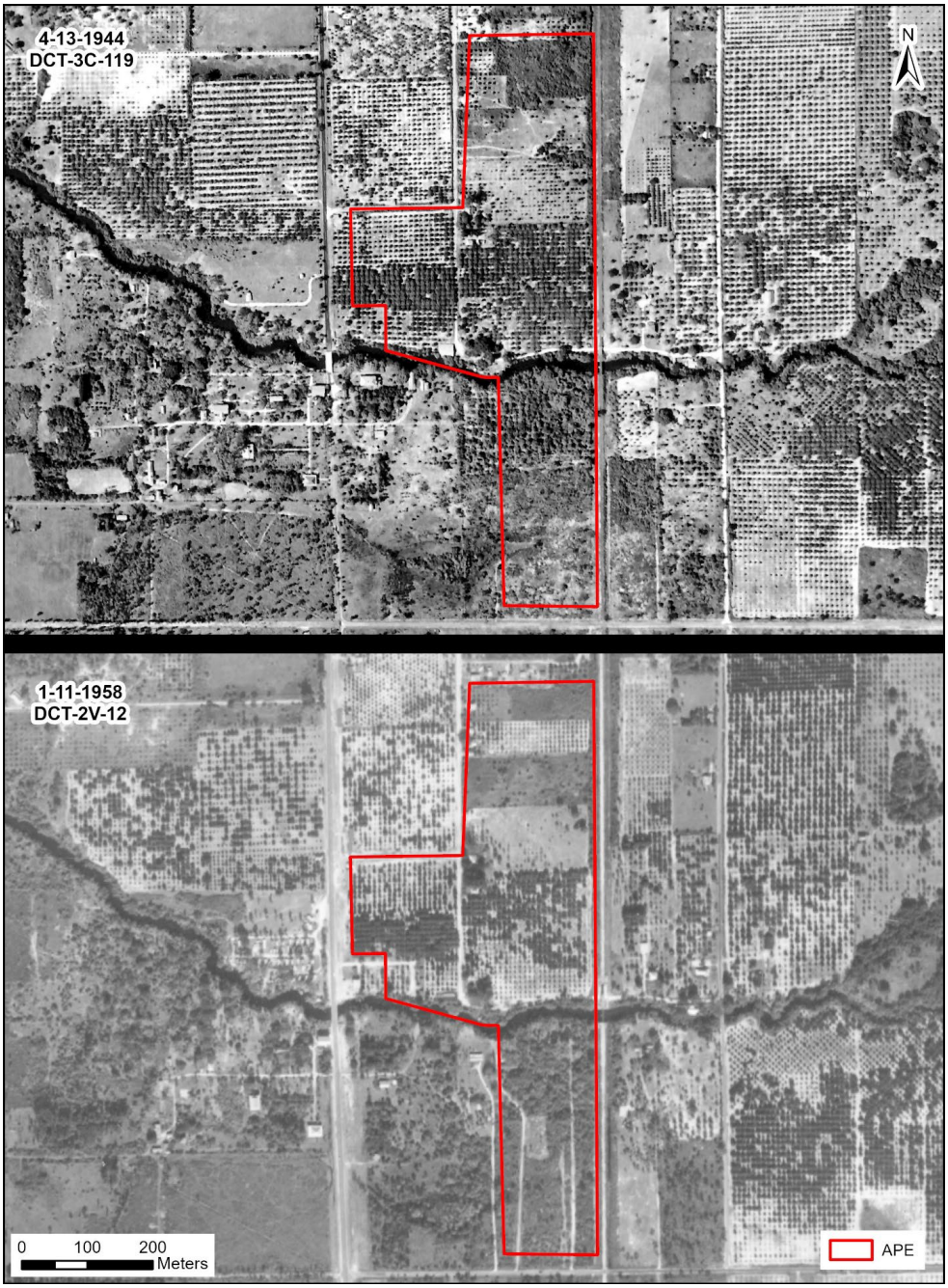


Figure 5. 1944 and 1958 setting of the APE.

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

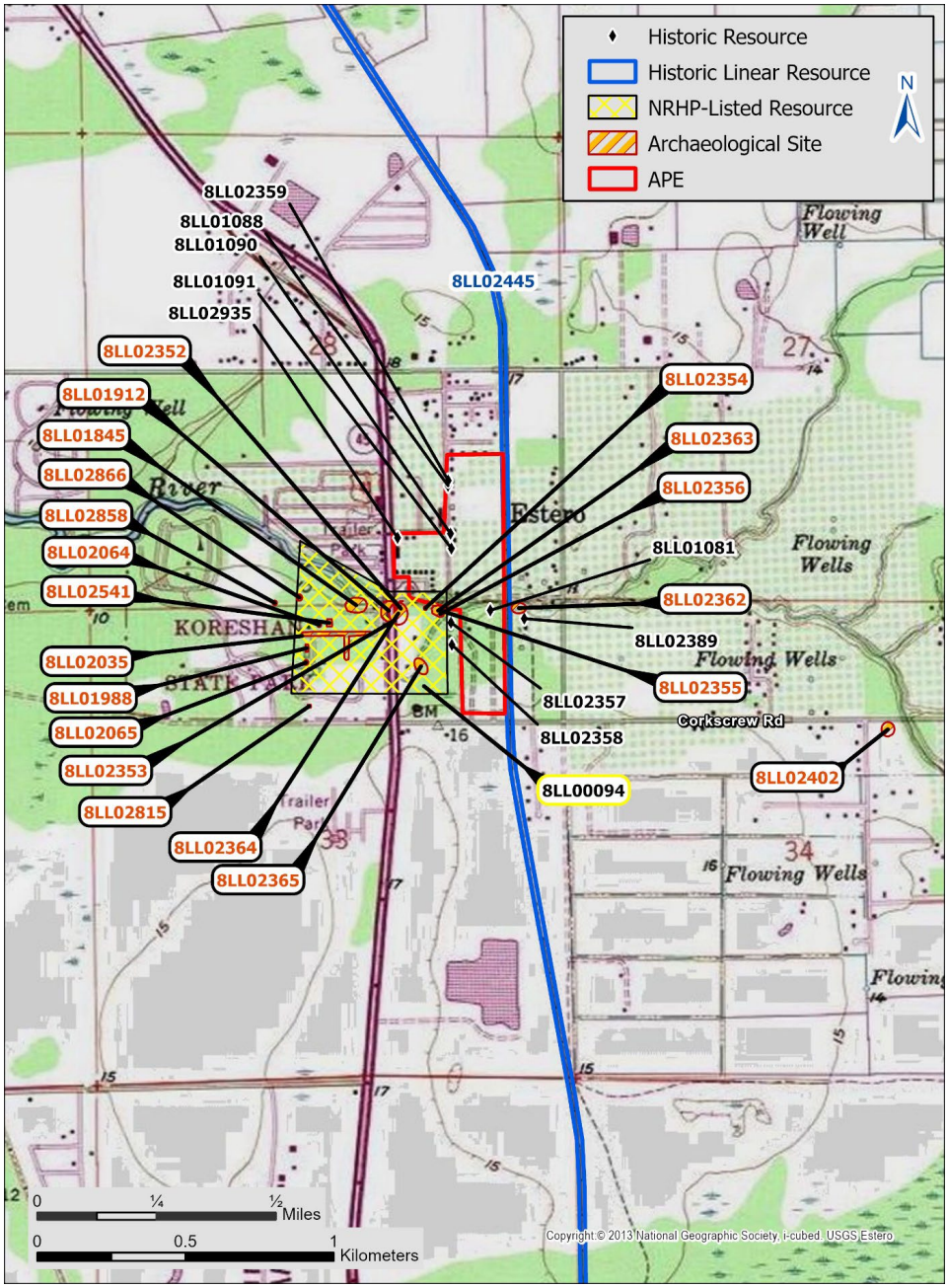


Figure 6. Previously recorded cultural resources within and in close proximity to the APE.

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**)

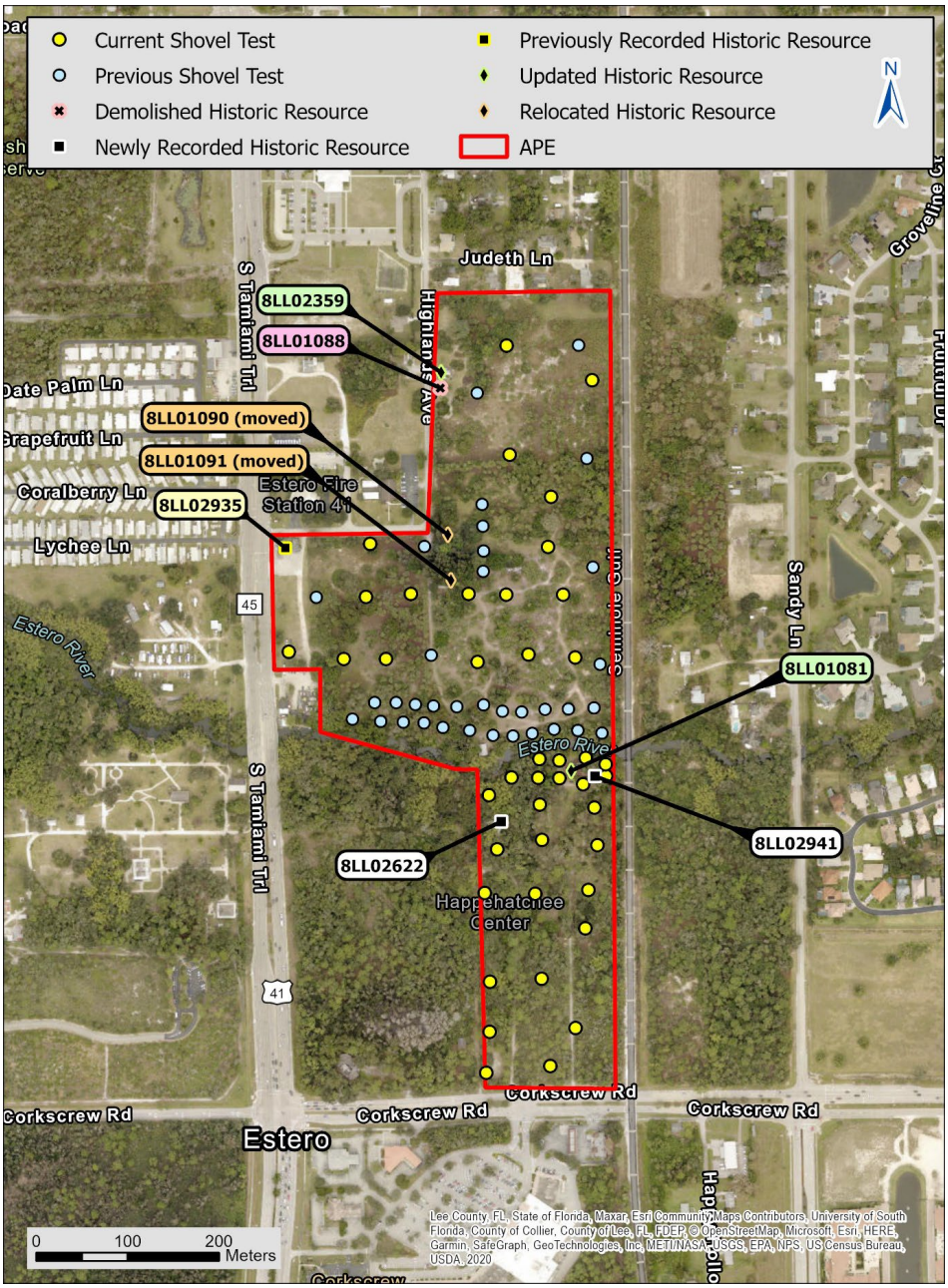


Figure 7. Approximate location of shovel tests and cultural resources within the APE.



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
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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.

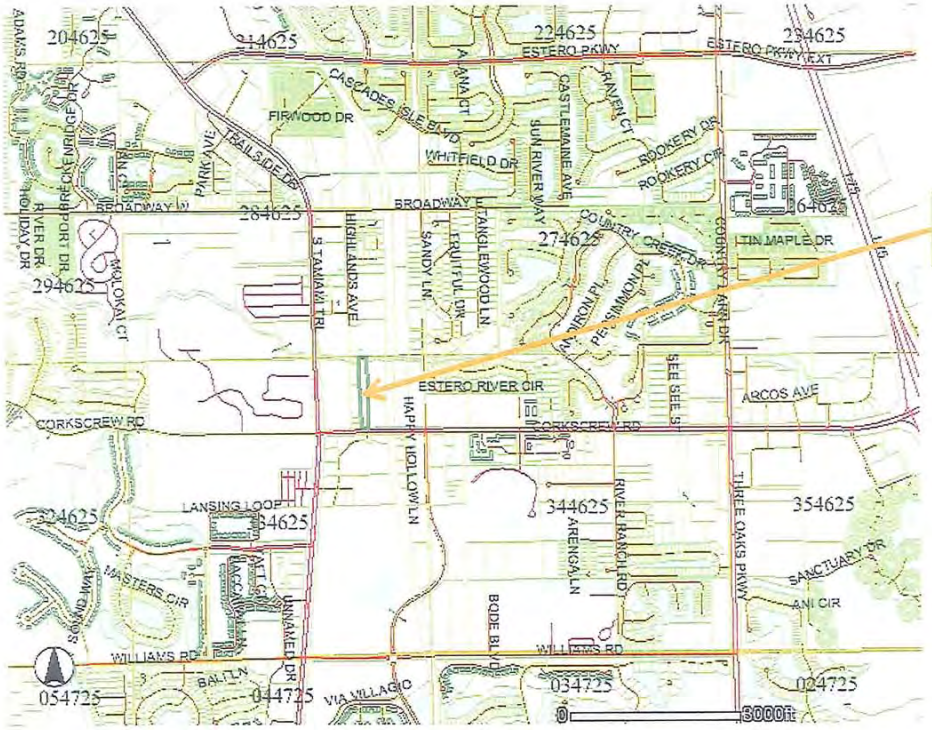
The Happehatchee Center plans to continue using the Girl Scout House as a meeting place for Girl Scouts and other organizations including the Happehatchee Center. Also the building will continue to house a caretaker's residence and the offices of the Happehatchee Center.

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

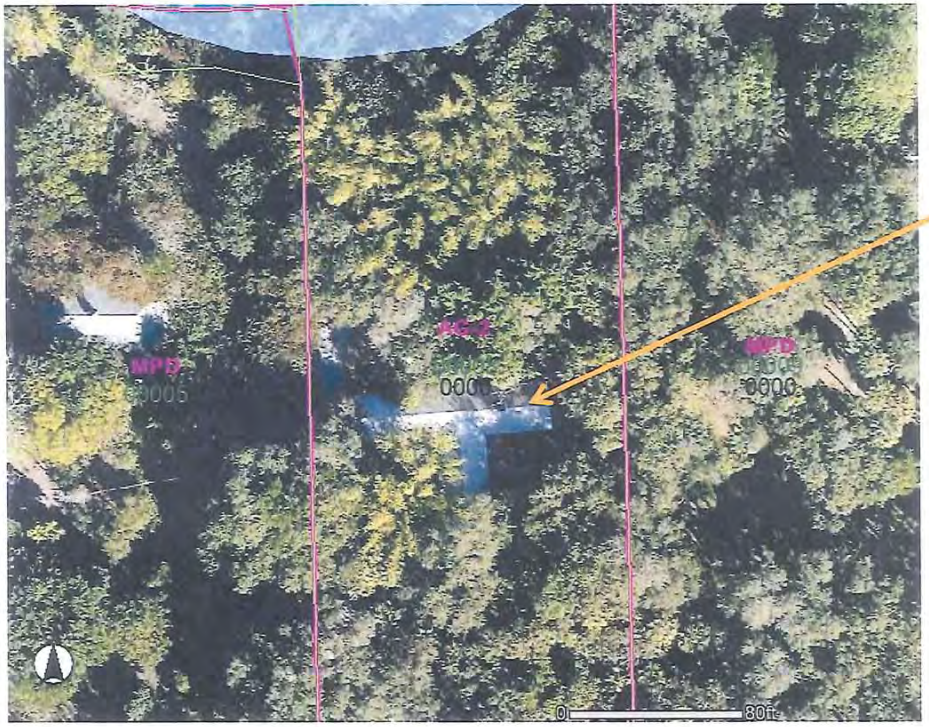
HDC2012-0005 – Happehatchee Center 8791 Corkscrew Rd. Estero, FL

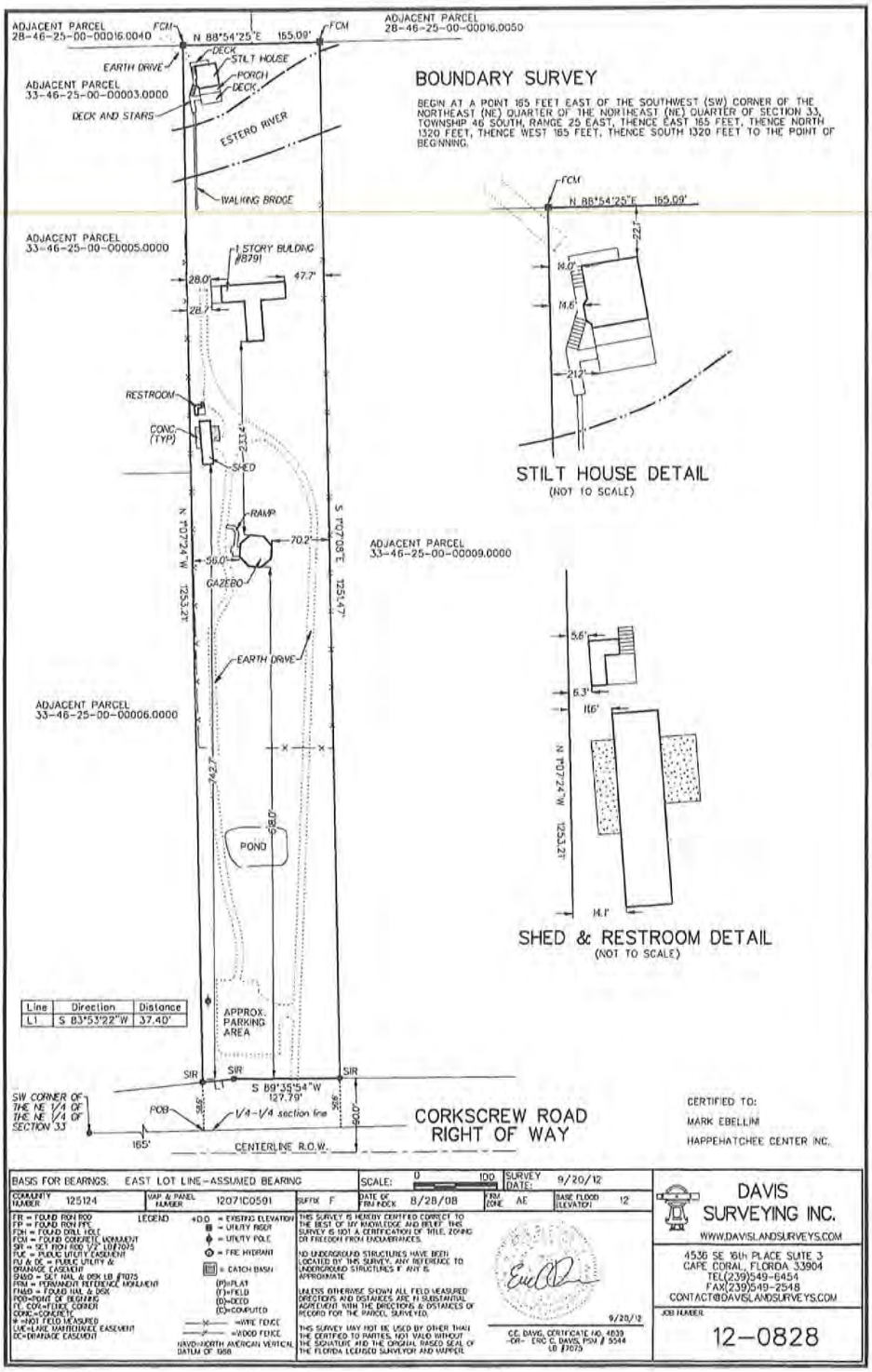


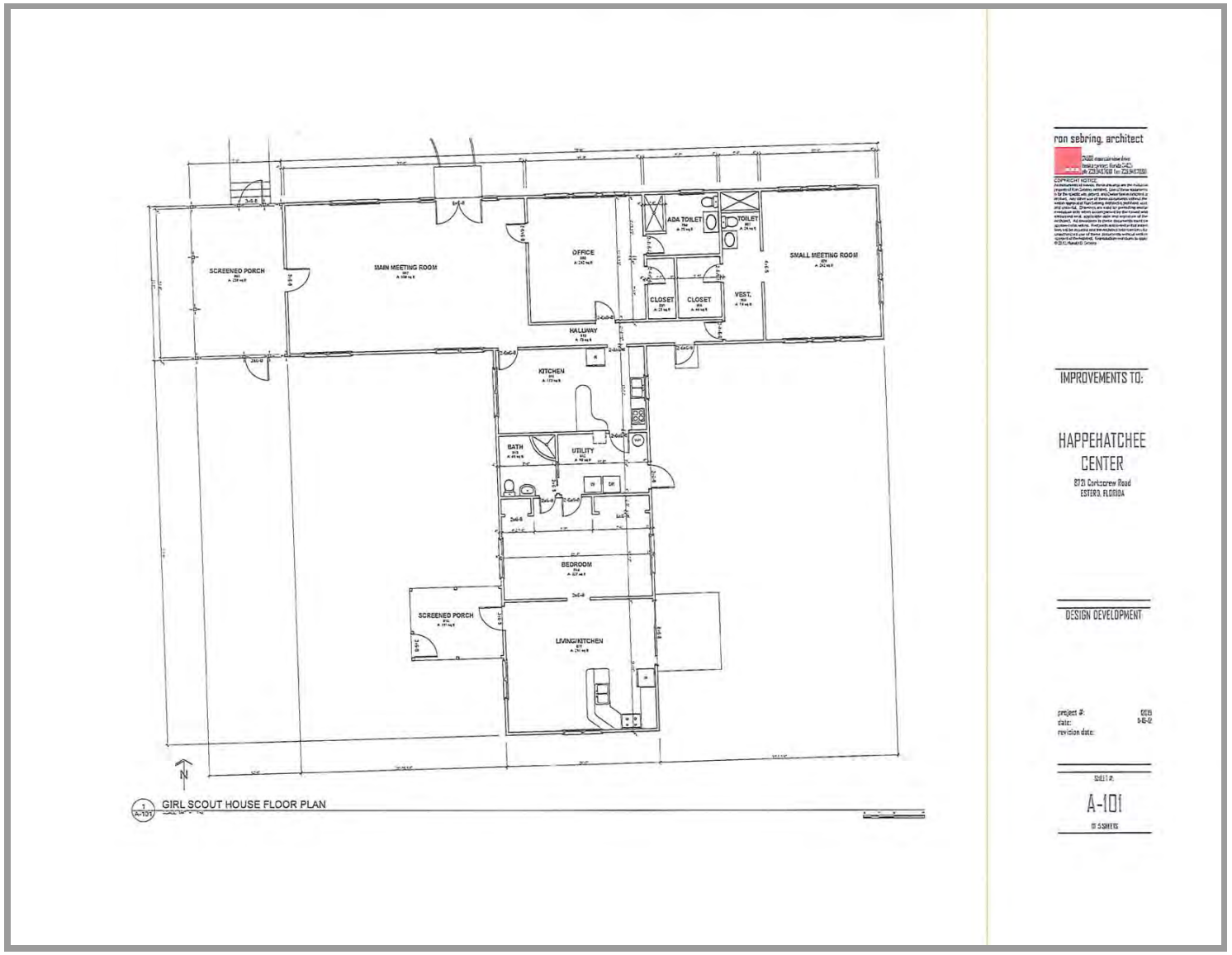
HDC2012-0005 – Happehatchee Center 8791 Corkscrew Rd. Estero, FL



HDC2012-0005 – Happehatchee Center 8791 Corkscrew Rd. Estero, FL




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
N 88°54'25"E 165.09'
FCM
DECK
STILT HOUSE
PORCH
EARTH DRIVE
DECK AND STAIRS
ESTERO RIVER
WALKING BRIDGE
ADJACENT PARCEL 33-46-25-00-00003.0000
ADJACENT PARCEL 33-46-25-00-00005.0000
1 STORY BULDING #8791
28.0'
47.7'
28.7'
RESTROOM
CONC (TYP)
SHED
RAMP
70.2'
56.0'
GAZEBO
N 1°07'24"W 1253.21'
S 1°07'08"E 1251.47'
ADJACENT PARCEL 33-46-25-00-00009.0000
EARTH DRIVE
ADJACENT PARCEL 33-46-25-00-00006.0000
142.2'
POND
APPROX. PARKING AREA
Line | Direction | Distance
L1 | S 83°53'22"W | 37.40'
SIR
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
165'
CENTERLINE R.O.W.
CORKSCREW ROAD RIGHT OF WAY
STILT HOUSE DETAIL
(NOT TO SCALE)
SHED & RESTROOM DETAIL
(NOT TO SCALE)
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
LEGEND
FR = FOUND IRON ROD
FP = FOUND IRON PIPE
FDH = FOUND DRILL HOLE
FCM = FOUND CONCRETE MONUMENT
SIR = SET IRON ROD 1/2" LB#7075
PUE = PUBLIC UTILITY EASEMENT
P.U. & D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT
SNAD = SET NAIL & DISK LB #7075
PRM = PERMANENT REFERENCE MONUMENT
FNAD = FOUND NAIL & DISK
POB=POINT OF BEGINNING
FT. COR.=FENCE CORNER
CONC.=CONCRETE
*=NOT FIELD MEASURED
LW=LAKE MAINTENANCE EASEMENT
DE=DRAINAGE EASEMENT
+0.0 = EXISTING ELEVATION
= UTILITY RISER
= UTILITY POLE
= FIRE HYDRANT
= CATCH BASIN
(P)=PLAT
(F)=FIELD
(D)=DEED
(C)=COMPUTED
=WIRE FENCE
=WOOD FENCE
NAVD=NORTH AMERICAN VERTICAL DATUM OF 1988
THIS SURVEY IS HEREBY CERTIFIED CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM FROM ENCUMBRANCES.
NO UNDERGROUND STRUCTURES HAVE BEEN LOCATED BY THIS SURVEY. ANY REFERENCE TO UNDERGROUND STRUCTURES IF ANY IS APPROXIMATE
UNLESS OTHERWISE SHOWN ALL FIELD MEASURED DIRECTIONS AND DISTANCES ARE IN SUBSTANTIAL AGREEMENT WITH THE DIRECTIONS & DISTANCES OF RECORD FOR THE PARCEL SURVEYED.
THIS SURVEY MAY NOT BE USED BY OTHER THAN THE CERTIFIED TO PARTIES, NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.
9/20/12
CC DAVIS, CERTIFICATE NO. 4839
-OR- ERIC C. DAVIS, PSM # 5544
LB #7075
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

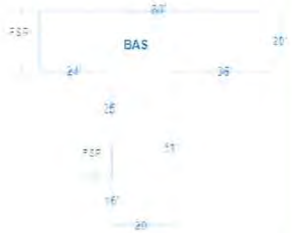
Description	Year Added	Units
SHED - POLE	2000	432

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

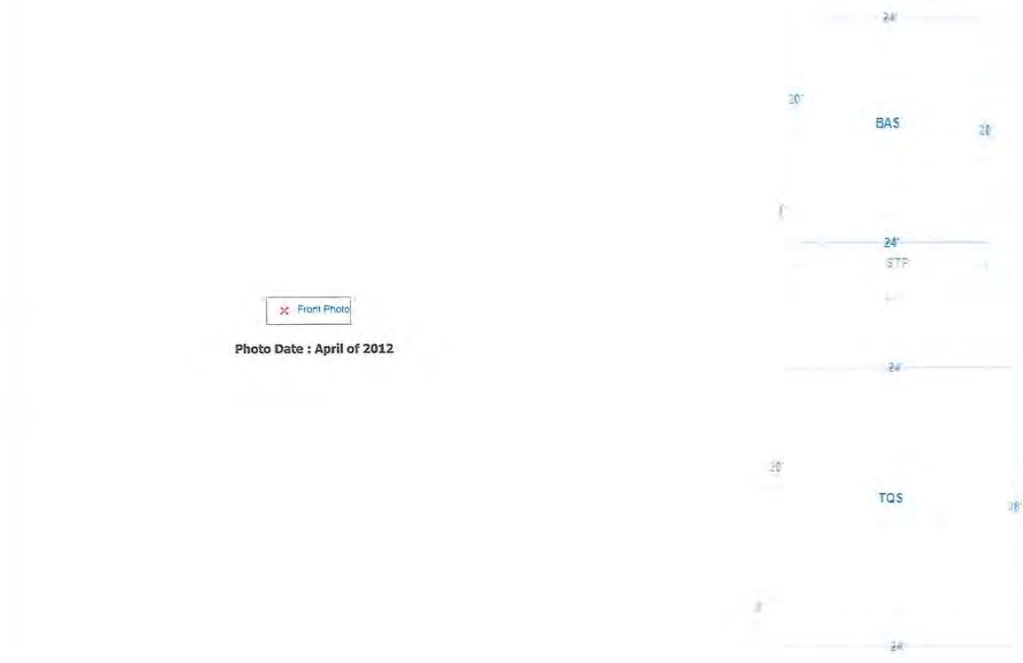


Photo Date : April of 2012

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

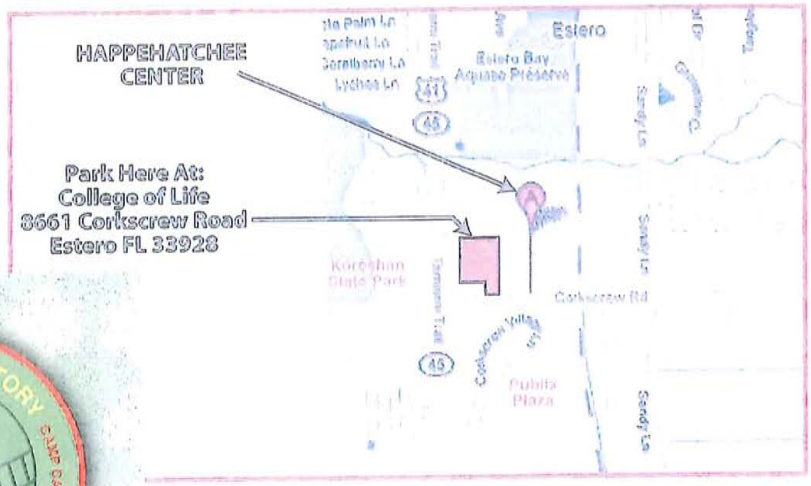
Bridging History

1947 - 2011



Yesterday .....

& Today .....



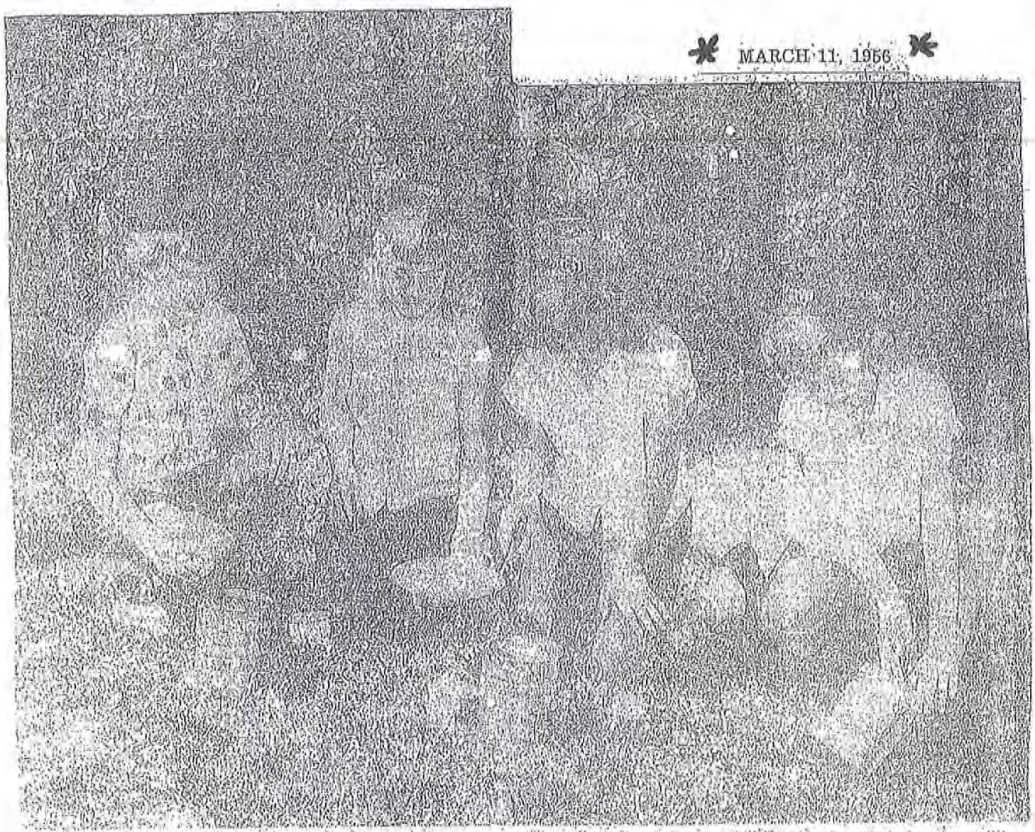




...Then Girl Scou...

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 Denotes Fort Myers Scrap Book

FMSB #2

1947 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.

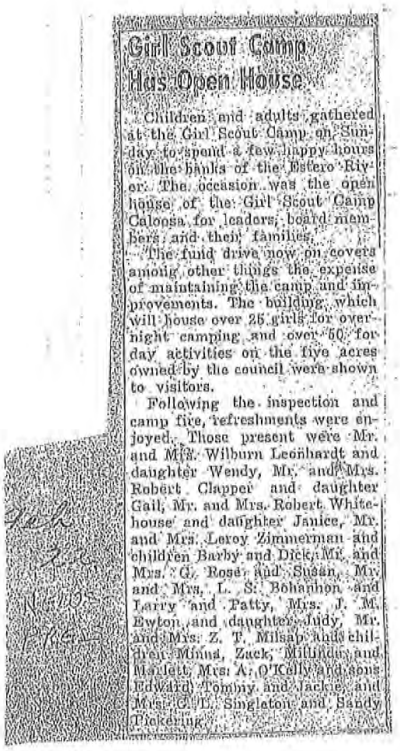
1954
Aug. 27

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.

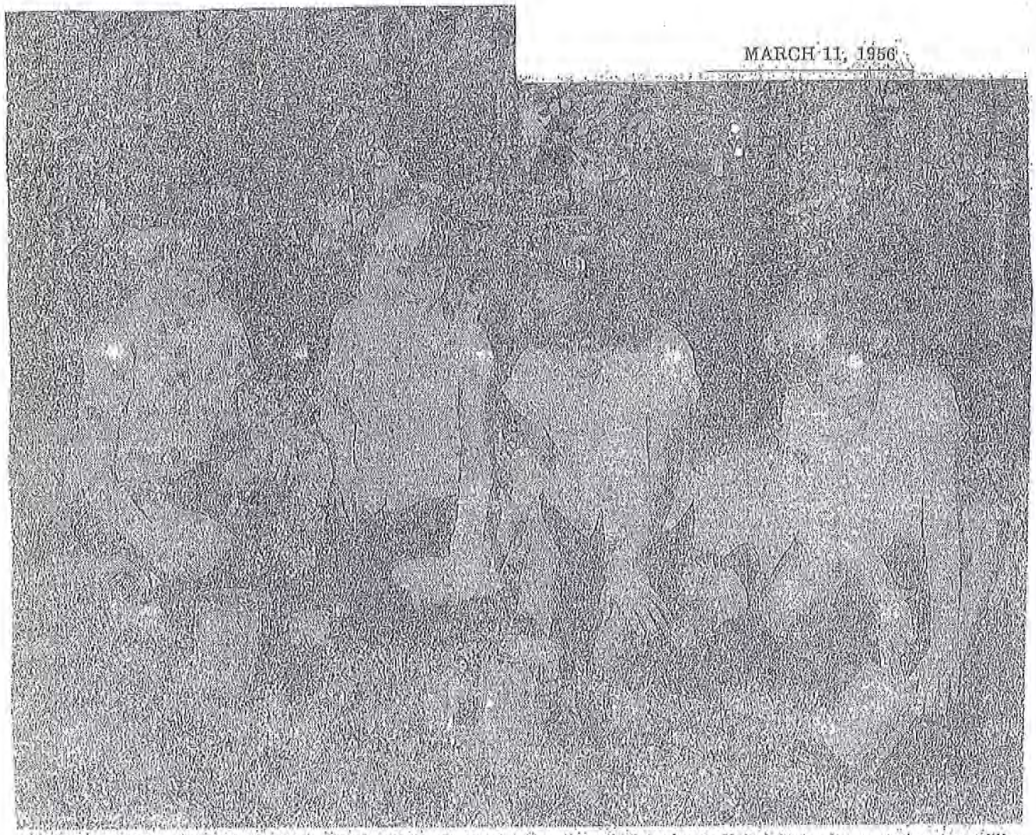
The fund drive now on covers among other things the expense of maintaining the camp and improvements. The building, which will house over 25 girls for overnight camping and over 50 for day activities on the five acres owned by the council were shown to visitors.

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



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

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



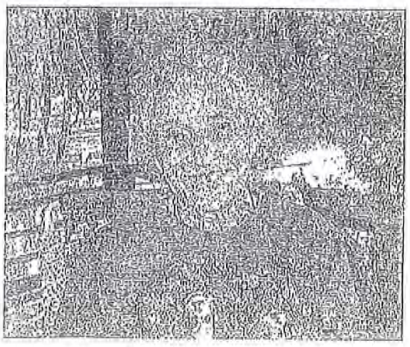
Happehatchee is a Seminole word for Happy River (hatchee—means "river.") The land that Happehatchee occupies was originally part of the Koreshan settlement—a sect that arrived in Estero in the early 1900's.

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 properly 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.

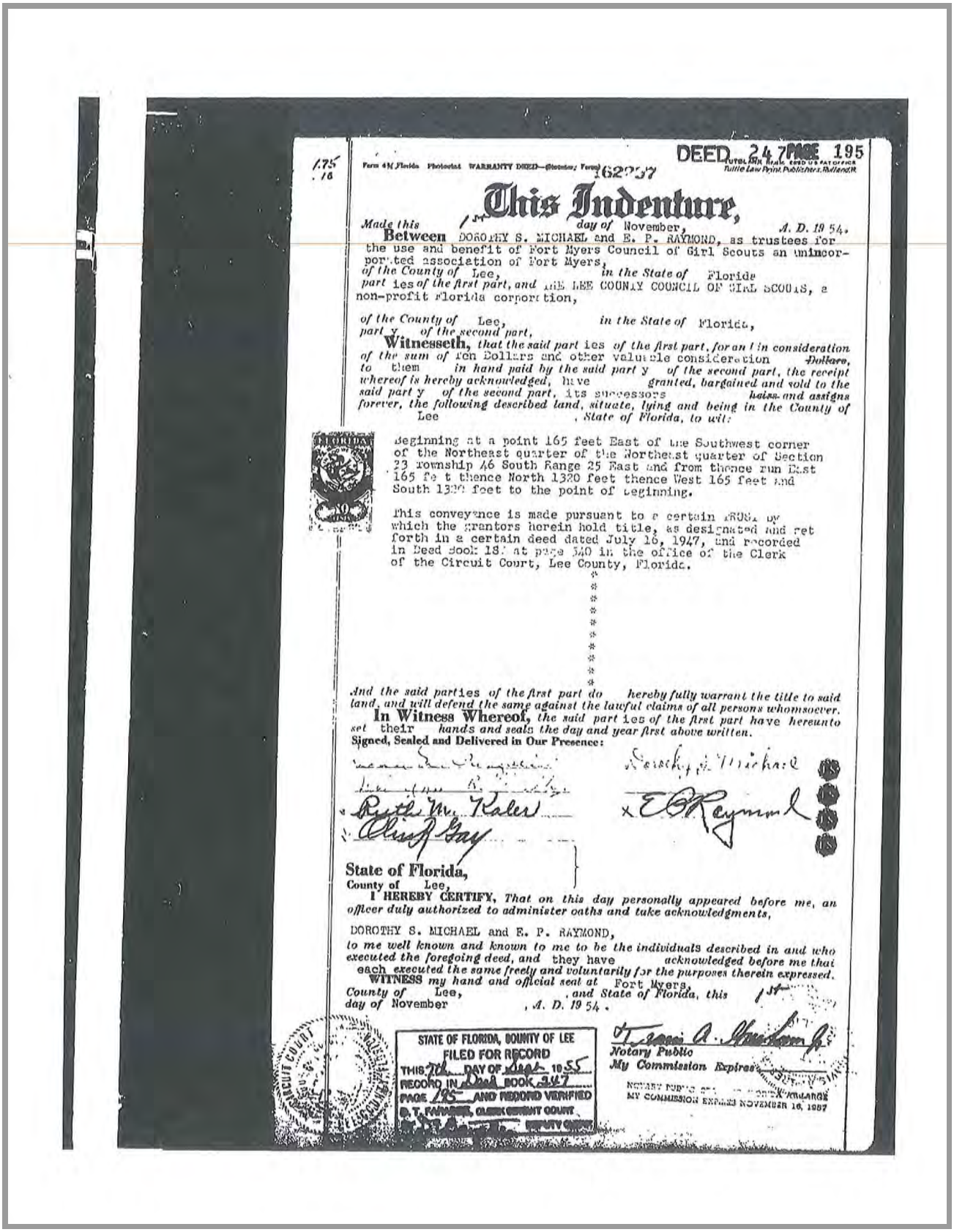
Here at Happehatchee we will sponsor or host activities such as meditation and healing groups, instructional groups, workshops and seminars (like Native American sweat lodges, Gather the Women Groups, Magnificence of Circle Learning groups, research on environmental sustainability and healing methods, 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.





.75
.10

Form 4M Florida Photostat WARRANTY DEED—Statutory Form 162937

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 181 at page 340 in the office of the Clerk of the Circuit Court, Lee County, Florida.

* * * * * * * * * * *

And the said parties 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:

Dorothy S. Michael (L.S.)

E. P. Raymond (L.S.)

(L.S.)

(L.S.)

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,

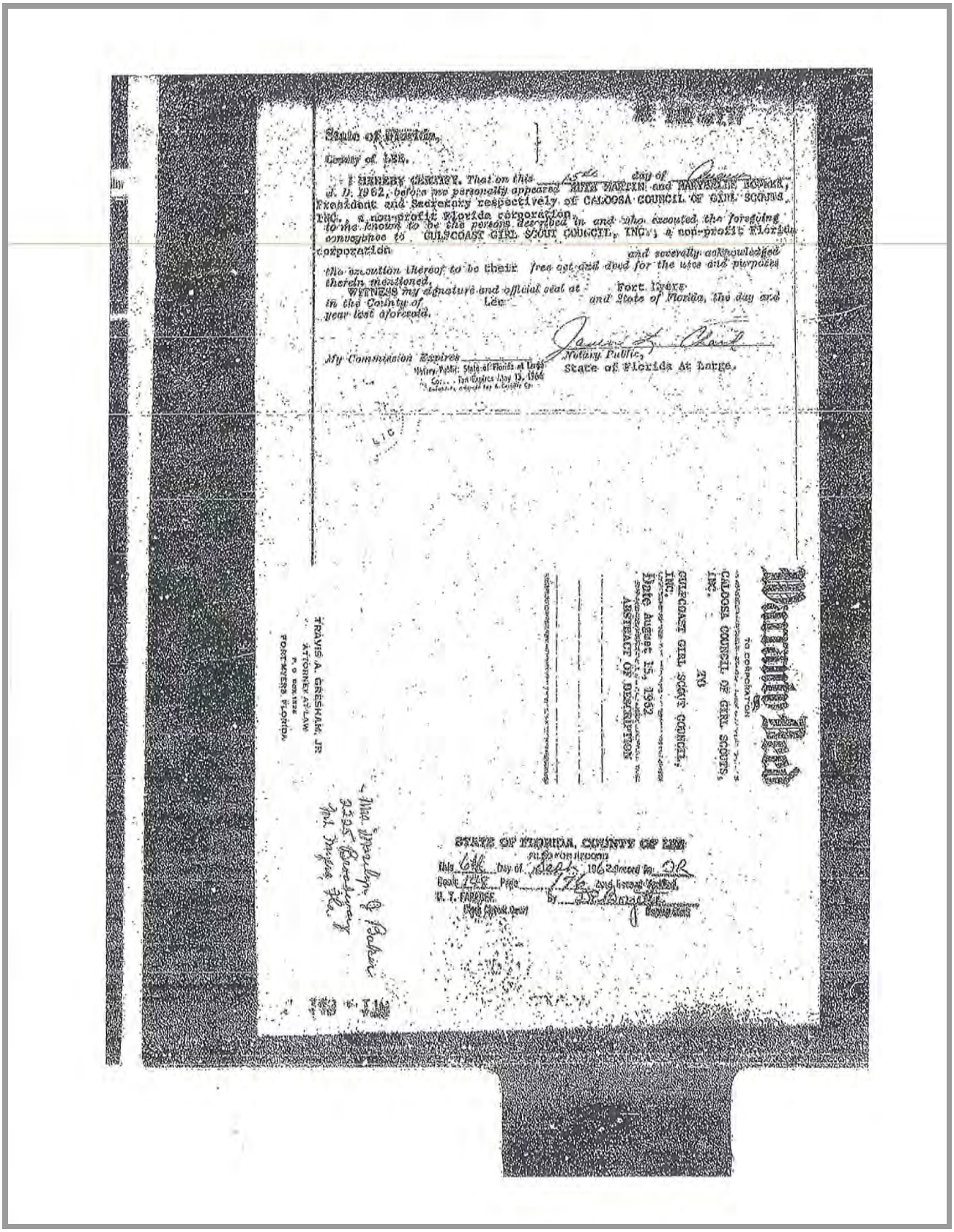
to me well known and known to me to be the individuals described in and who executed the foregoing deed, and they have acknowledged before me that each executed the same freely and voluntarily for the purposes therein expressed.

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.

Frances A. Shuckerow
Notary Public
My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOVEMBER 16, 1957

STATE OF FLORIDA, COUNTY OF LEE
FILED FOR RECORD
THIS 7th DAY OF Dec. 1954
RECORD IN Deed BOOK 247
PAGE 195 AND RECORD VERIFIED
B. T. FAIRCHILD, CLERK CIRCUIT COURT
By [illegible] DEPUTY CLERK



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 FRANKLIN BOWAR, 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.

James F. Ward
Notary Public,
State of Florida At Large.

My Commission Expires
Notary Public, State of Florida at Large
My Commission Expires May 15, 1966

Warranty Deed

CALOOSA COUNCIL OF GIRL SCOUTS, INC.
TO CORPORATION

TO

GULFCOAST GIRL SCOUT COUNCIL, INC.

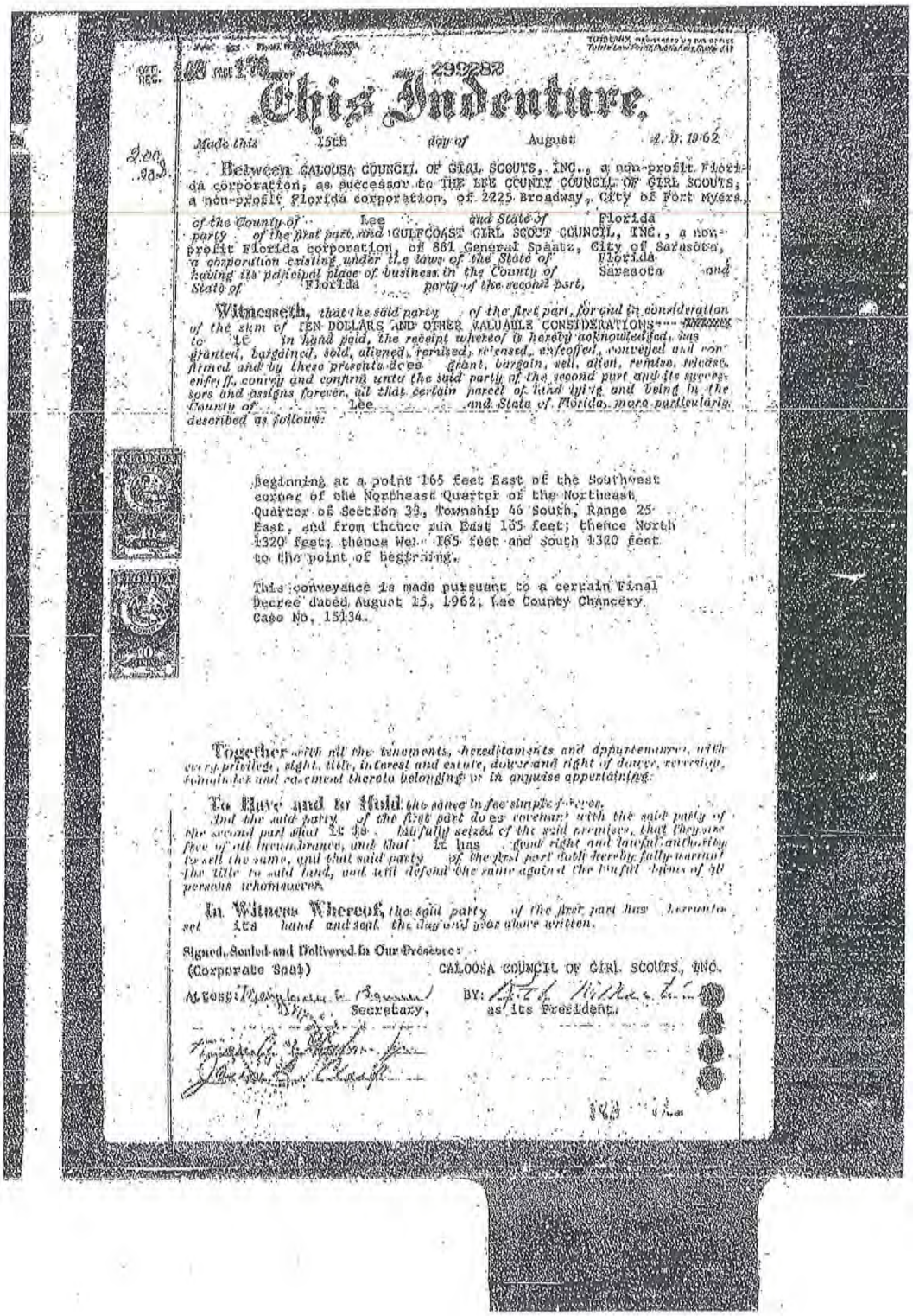
Date August 15, 1962

ABSTRACT OF DESCRIPTION

TRAVIS A. GRESHAM, JR.
ATTORNEY AT LAW
P. O. BOX 1928
FORT MYERS, FLORIDA

STATE OF FLORIDA, COUNTY OF LEE
FILED FOR RECORD
This 16th day of Aug. 1962 Recd by OR
Book 178 Page 176 and Recorded
H. T. FARRIOR, Clerk
By [illegible] Deputy Clerk

Mrs. Franklin G. Bowar
2295 Broadway
Ft. 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.

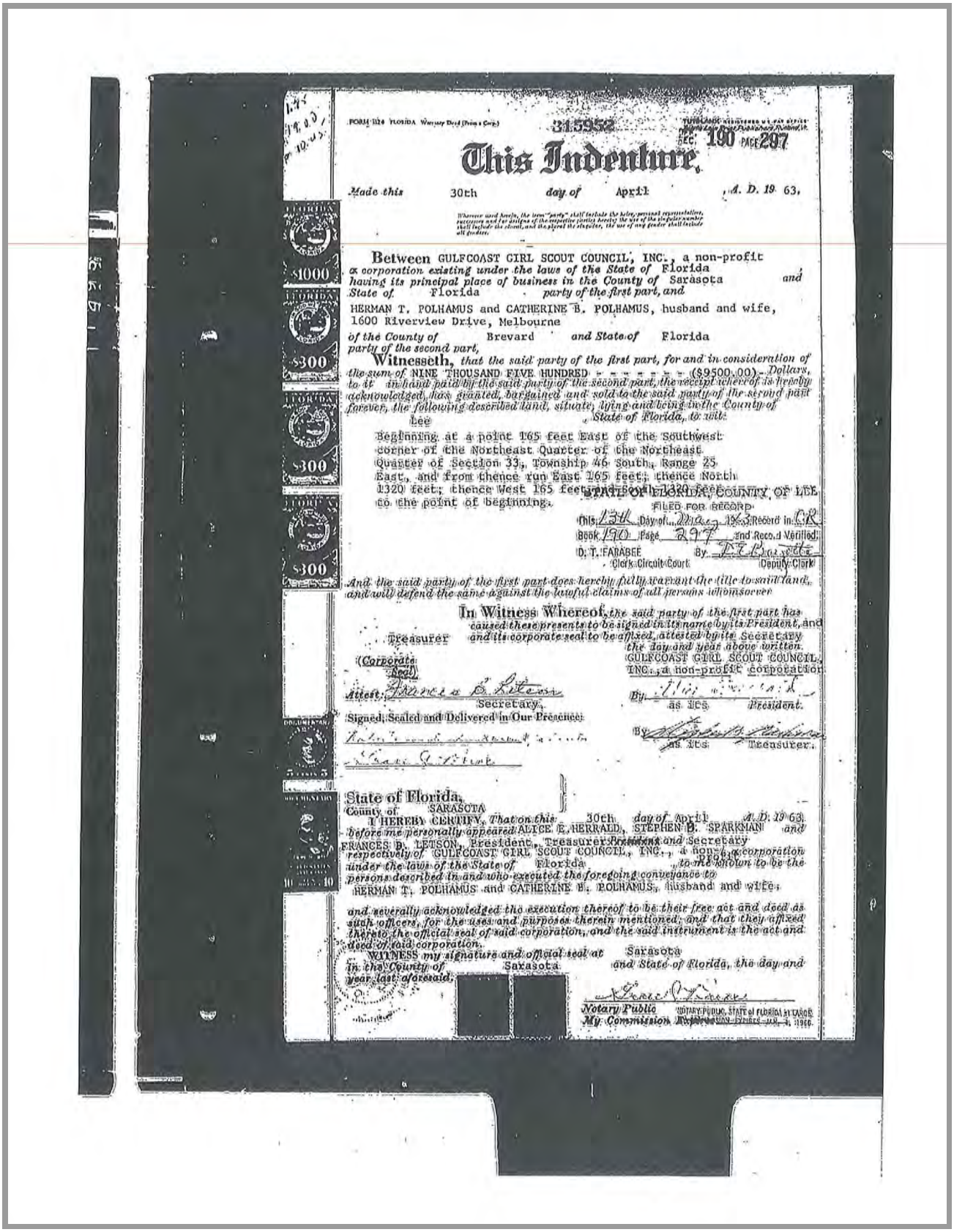
And the said party of the first part does covenant with the said party of the second part that it is lawfully seized of the said premises, that they are free of all incumbrance, and that it has good right and lawful authority to sell the same, and that said party of the first part doth hereby fully warrant 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: Secretary, BY: as its President.



FORM 124 FLORIDA Warranty Deed (Print or Corp.)

21595Z

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 hereto; 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 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; thence South 1320 feet to the point of beginning.

STATE OF FLORIDA, COUNTY OF LEE
FILED FOR RECORD
This 134 Day of May 1963 Record in O.R.
Book 190 Page 297 and Record Verified.
D. T. FARABEE By D. T. Farabee
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 its corporate seal to be affixed, attested by its Secretary Treasurer the day and year above written.

(Corporate Seal)

GULFCOAST GIRL SCOUT COUNCIL, INC., a non-profit corporation

Attest: Frances B. Letson
Secretary.

By _____ as Its President.

Signed, Sealed and Delivered in Our Presence:

_____

_____

By _____ as Its Treasurer.

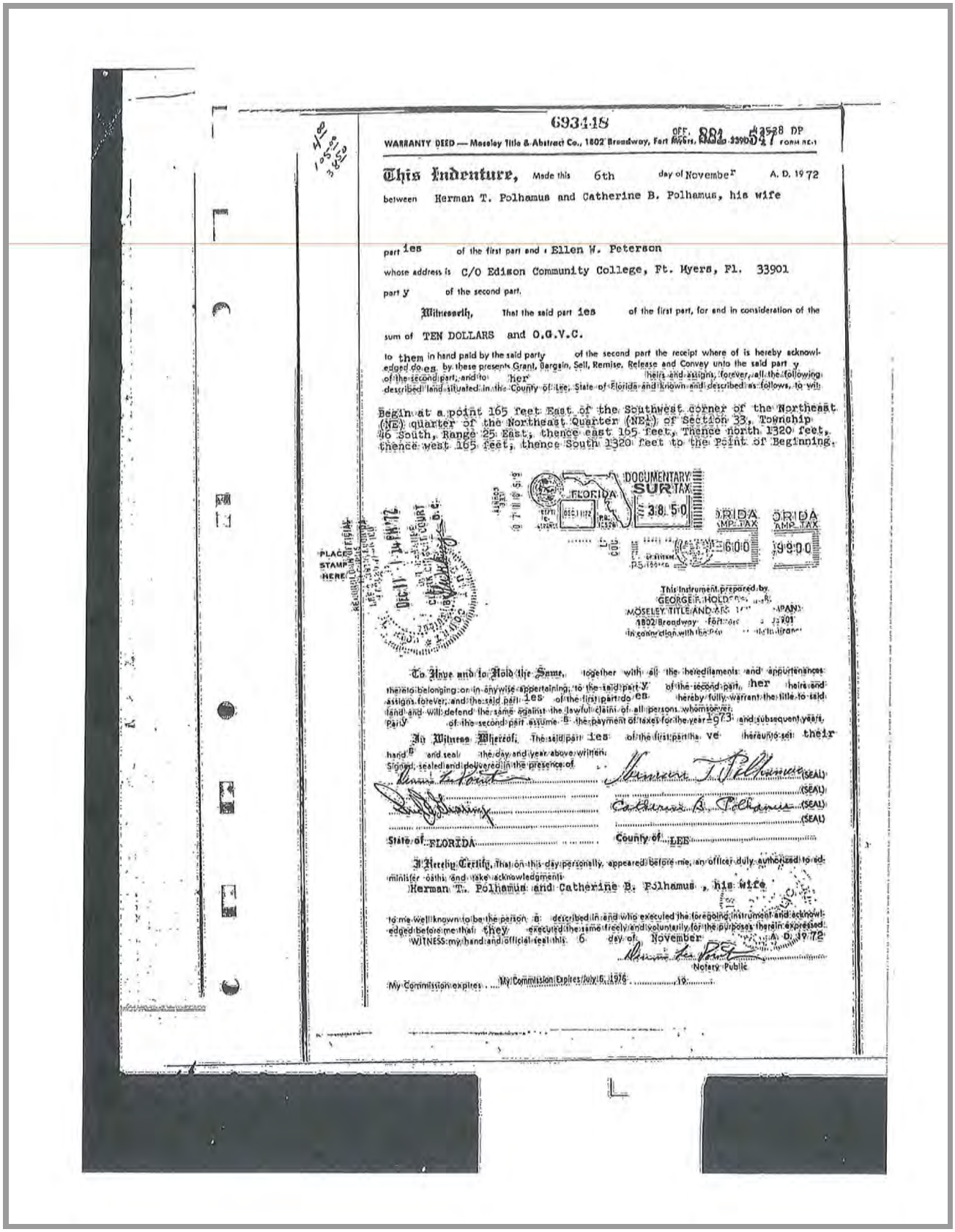
State of Florida,
County of SARASOTA

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 Assistant and Secretary respectively of GULFCOAST GIRL SCOUT COUNCIL, INC., a non-profit corporation under the laws of the State of Florida to me known to be the person 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.

_____
Notary Public NOTARY PUBLIC, STATE of FLORIDA at LARGE
My Commission Expires MY COMMISSION EXPIRES JAN. 4, 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.

DOCUMENTARY SURTAX FLORIDA 3.8.50

FLORIDA INTANG. TAX 600

FLORIDA INTANG. TAX 99.00

PLACE STAMPS HERE

This instrument prepared by GEORGE F. HOLDEN, JR. MOSELEY TITLE AND ABSTRACT COMPANY 1802 Broadway Fort Myers, Florida 33901 in connection with the pur[illegible]

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 assigns 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 claims 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 s 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

OR 2989 PG 0617

SPACE ABOVE THIS LINE FOR PROCESSING DATA — SPACE ABOVE THIS LINE FOR RECORDING DATA

6.00K

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)
Lynn K Talone
Printed Name

Witness Signature (as to first Grantor)
Kay Tanner
Printed Name
KAY TANNER

Witness Signature (as to Co-Grantor, if any)
Printed Name

Witness Signature (as to Co-Grantor, if any)
Printed Name

Ellen W. Peterson
Grantor Signature Ellen W. Peterson
Printed Name

Post Office Address

Co-Grantor Signature, if any
Printed Name

Post Office Address

RECORDED BY TRUDY SHERWOOD, D.C.

CHARLIE GREEN, CLERK LEE COUNTY, FL
98 JUL 21 AM 9:24

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

Karen C DeLisle
Notary Signature

Printed Notary Signature

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.

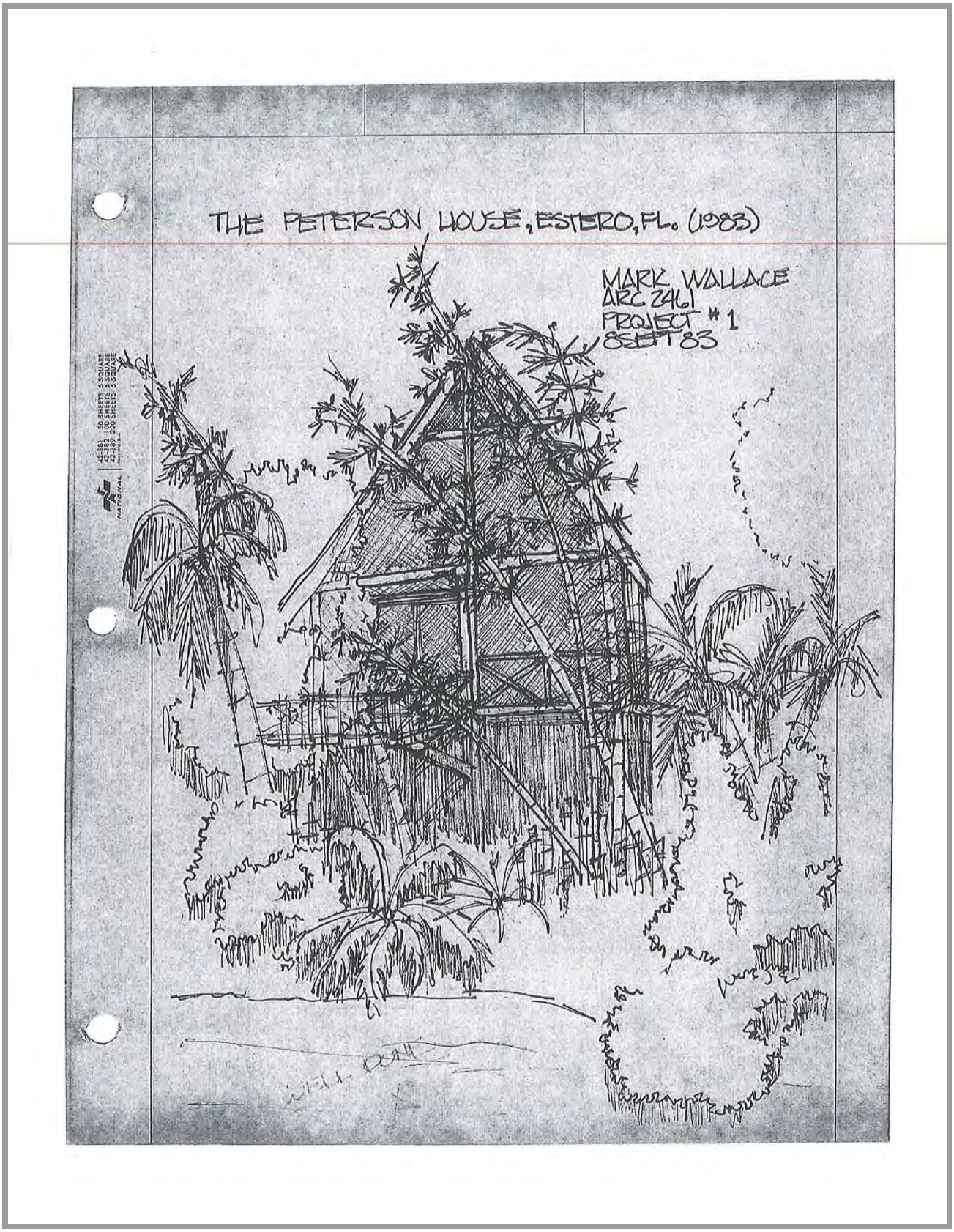
Ellen Peterson was a fierce, protective voice for all living creatures on Earth: human, animal, and plant. She championed many social causes, such as equal rights for women and fair wages for farm workers. She advocated for those who could not speak for themselves. Her absence is profound. She will be 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

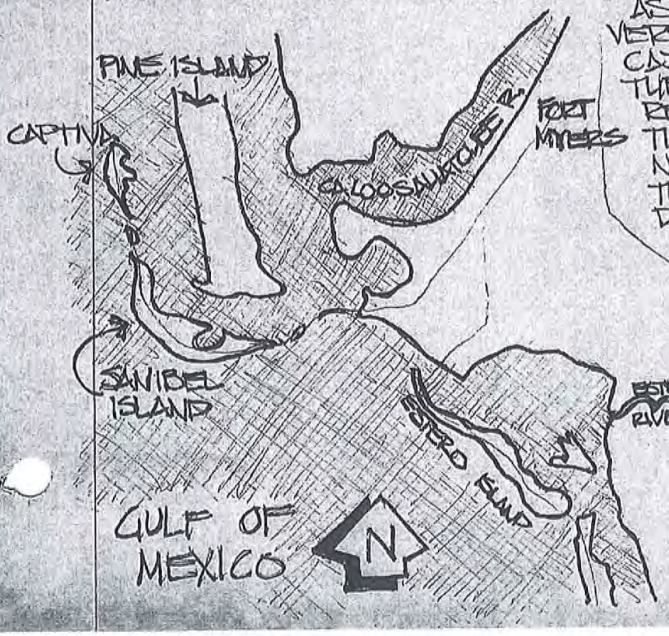


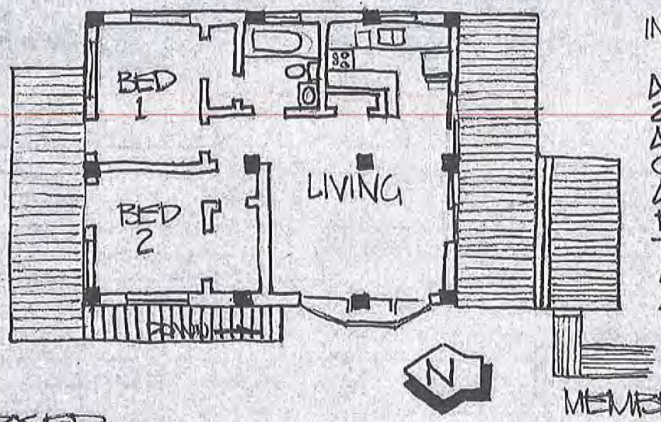
HIDDEN AMONG BAMBOO AND OAK TREES, THE PETERSON HOUSE STANDS ON THE NORTH BANK OF THE ESTERO RIVER. ALTHOUGH IT IS A HYBRID OF SORTS, IT IS BEST DESCRIBED AS A CROSS BETWEEN A FLORIDA VERNACULAR AND A POLE HOUSE. IT IS BASICALLY RECTANGULAR IN PLAN, SETTING AN AVERAGE OF FIFTEEN FEET OFF THE GROUND WITH 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 BRIDE.

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



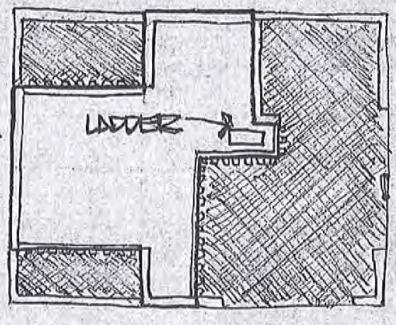


INTO THE HOUSE. THE LIVING AREA IS ABOUT 20 x 20 WITH A BAY WINDOW ON THE WEST AND KITCHEN ENTRANCE ON THE EAST. THE AREA EXTENDS ALL THE WAY TO THE ROOF WHERE THE STRUCTURAL MEMBERS ARE EXPOSED.

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.

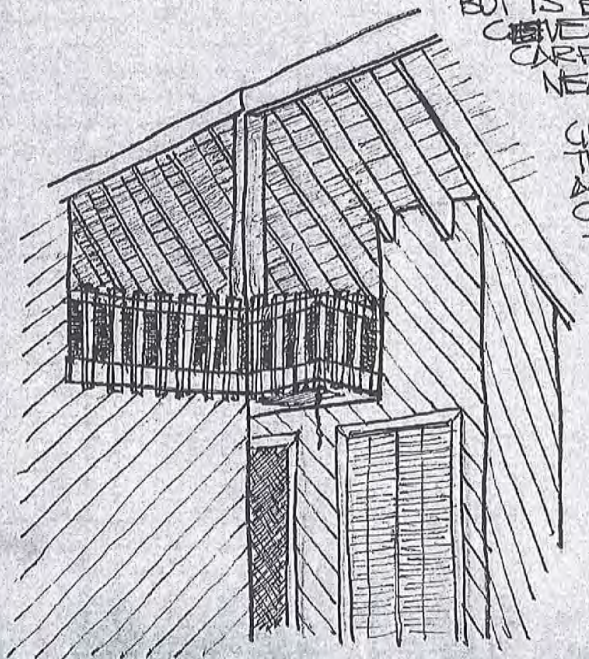


ENTERED BY WAY OF A PULL DOWN LADDER IN THE HALLWAY, THE LOFT RESS ABOVE THE TWO BEDROOMS AND IS BORDERED ON THE SOUTH BY A HALF RAILING AT THE LIVING ROOM WALL. LOOKING OVER THIS RAIL, YOU CAN SEE THE RIVER THROUGH A GREAT PICTURE WINDOW

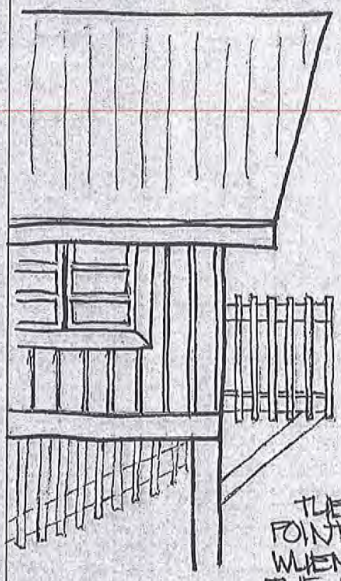
IN THE ROOF PITCH. WITH TWO 8'-0" SLIDING GLASS DOORS BELOW, THE SOUTH ELEVATION IS ALMOST ENTIRELY GLASS. THROUGH THE FRONT DOORS LIES THE FRONT PORCH, WHICH EXTENDS OFF THE END FOR THE STAIRCASE - PRESENTLY THE ONLY ACCESS TO THE GROUND.

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 SHAG-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 STAPLER 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

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

Site#8 LL01081
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) 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
8LL02359
Estero Ct
Highlands Ave
County Rd
N
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)	

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



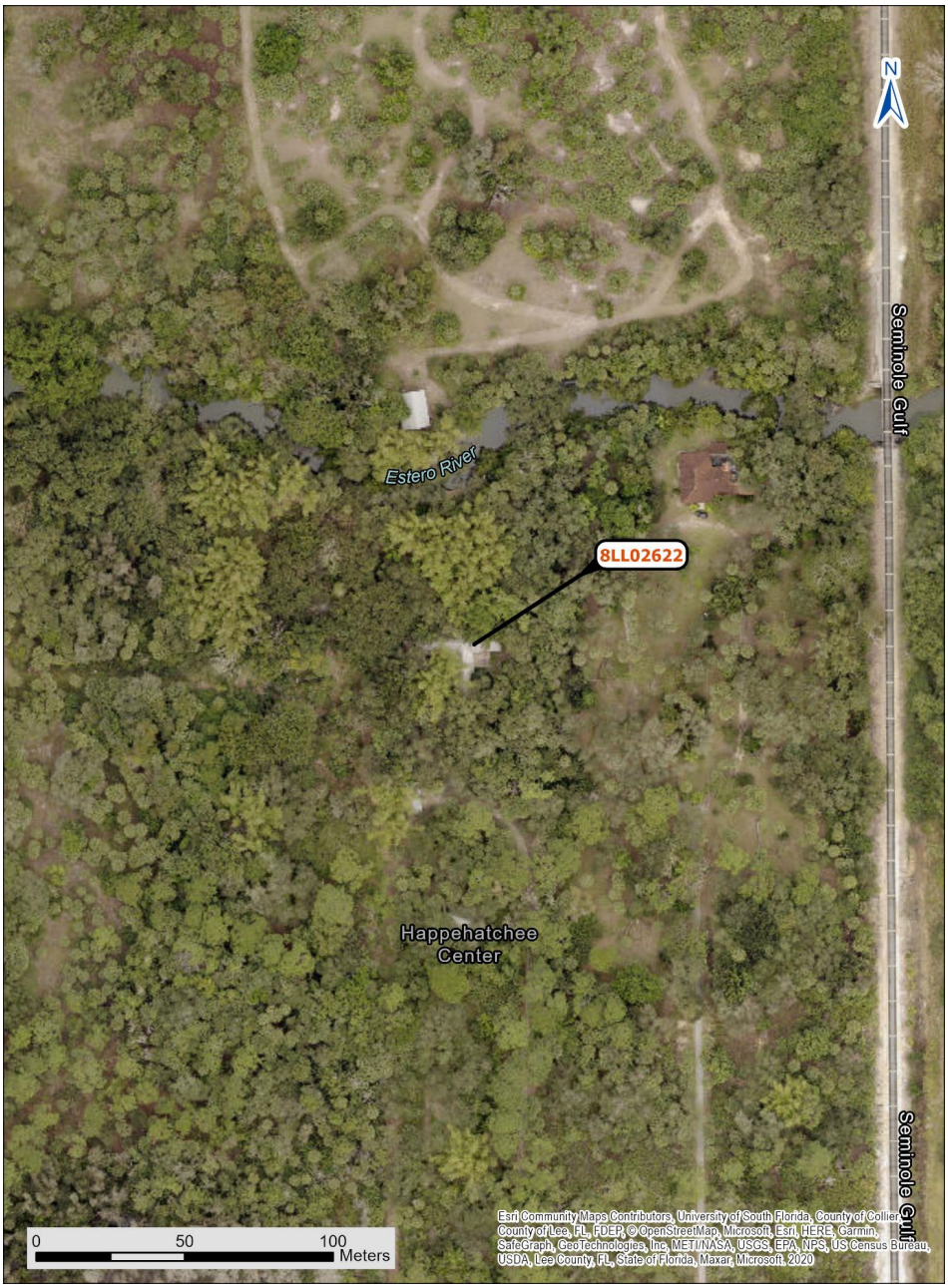





SUMMER CAMP
REGISTRATION
NOW OPEN



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)	

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 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

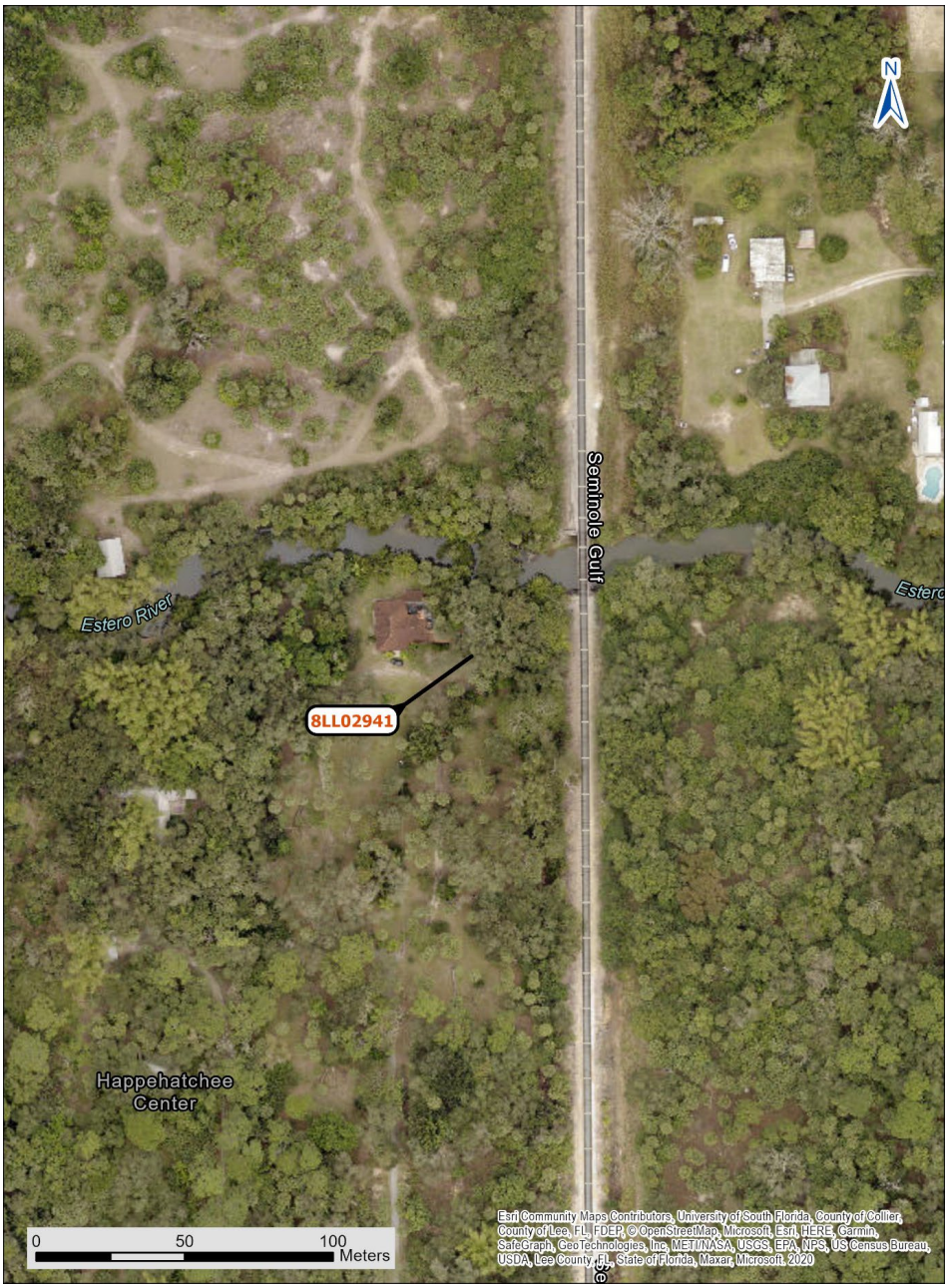
❶ **USGS 7.5' MAP WITH STRUCTURE LOCATION CLEARLY INDICATED**
❷ **LARGE SCALE STREET, PLAT OR PARCEL MAP** (available from most property appraiser web sites)
❸ **PHOTO OF MAIN FACADE, DIGITAL IMAGE FILE**
When submitting an image, it must be included in digital AND hard copy format (plain paper grayscale 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.
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

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**

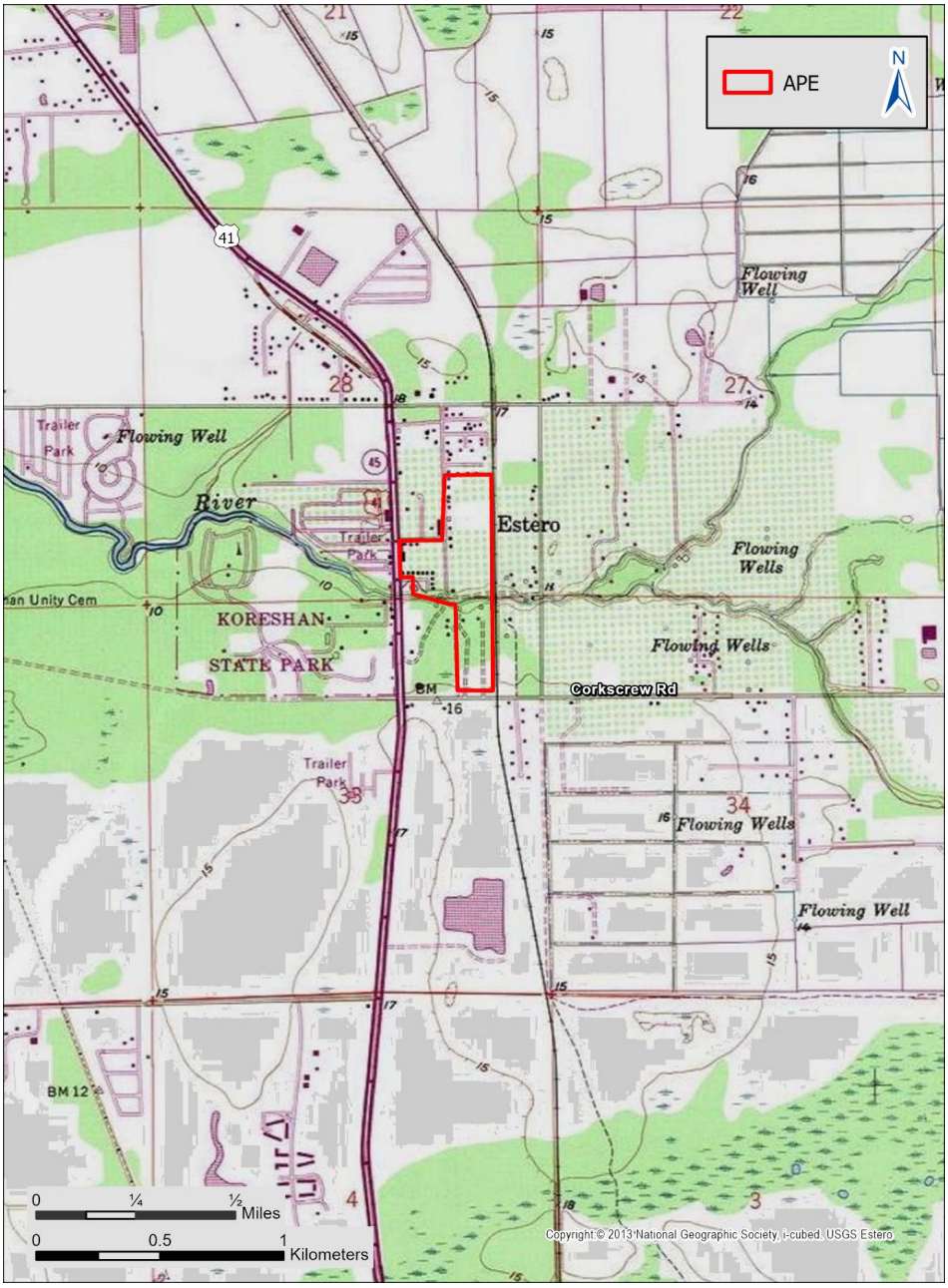
Origin of Report: ☐872 ☐Public Lands ☐UW ☐1A32 # _____ ☐Academic ☐Contract ☐Avocational ☐Grant Project # _____ ☐Compliance Review: CRAT # _____

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 February, 2023.

Katy Errington, Mayor

Attest:

Carol Sacco, Village Clerk

6 (c)

Legislative Priorities

To follow

6 (c)

Legislative Priorities

To follow

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Legislative Priorities

To follow

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Legislative Priorities

To follow

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
October 18, 2023

Agenda Item:

Second Reading and public hearing for Ordinance No. 2023-07 approving additional powers for the Habitat Community Development District

Approve Ordinance No. 2023-07

Background:

Lee County established a Community Development District for Habitat property in 2003. Habitat is now known as the residential community of Bella Terra. This 961-acre property is located on the south side of Corkscrew Road adjacent to RiverCreek on the west and the Village limits on the east.

Community Development Districts are authorized under Florida Statute Chapter 190. They have governing bodies with limited powers and typically provide infrastructure and services such as water, sewer, and stormwater.

Description:

The Board of Supervisors for Habitat CDD is requesting Additional Powers under Florida Statutes Section 190.012(2)(d) to include security, more specifically:

> (d) Security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies; except that the district may not exercise any police power, but may contract with the appropriate local general-purpose government agencies for an increased level of such services within the district boundaries. However, this paragraph does not prohibit a district from contracting with a towing operator to remove a vehicle or vessel from a district-owned facility or property if the district follows the authorization and notice and procedural requirements in s.715.07 for an owner or lessee of private property. The district's selection of a towing operator is not subject to public bidding if the towing operator is included in an approved list of towing operators maintained by the local government that has jurisdiction over the district's facility or property.

Action Requested:

Motion to approve Ordinance No. 2023-07

Process and Timeline:

- Application submitted August 29, 2023
- Planning Zoning and Design Board review not required
- First reading held on October 4, 2023
- Second reading October 18, 2023

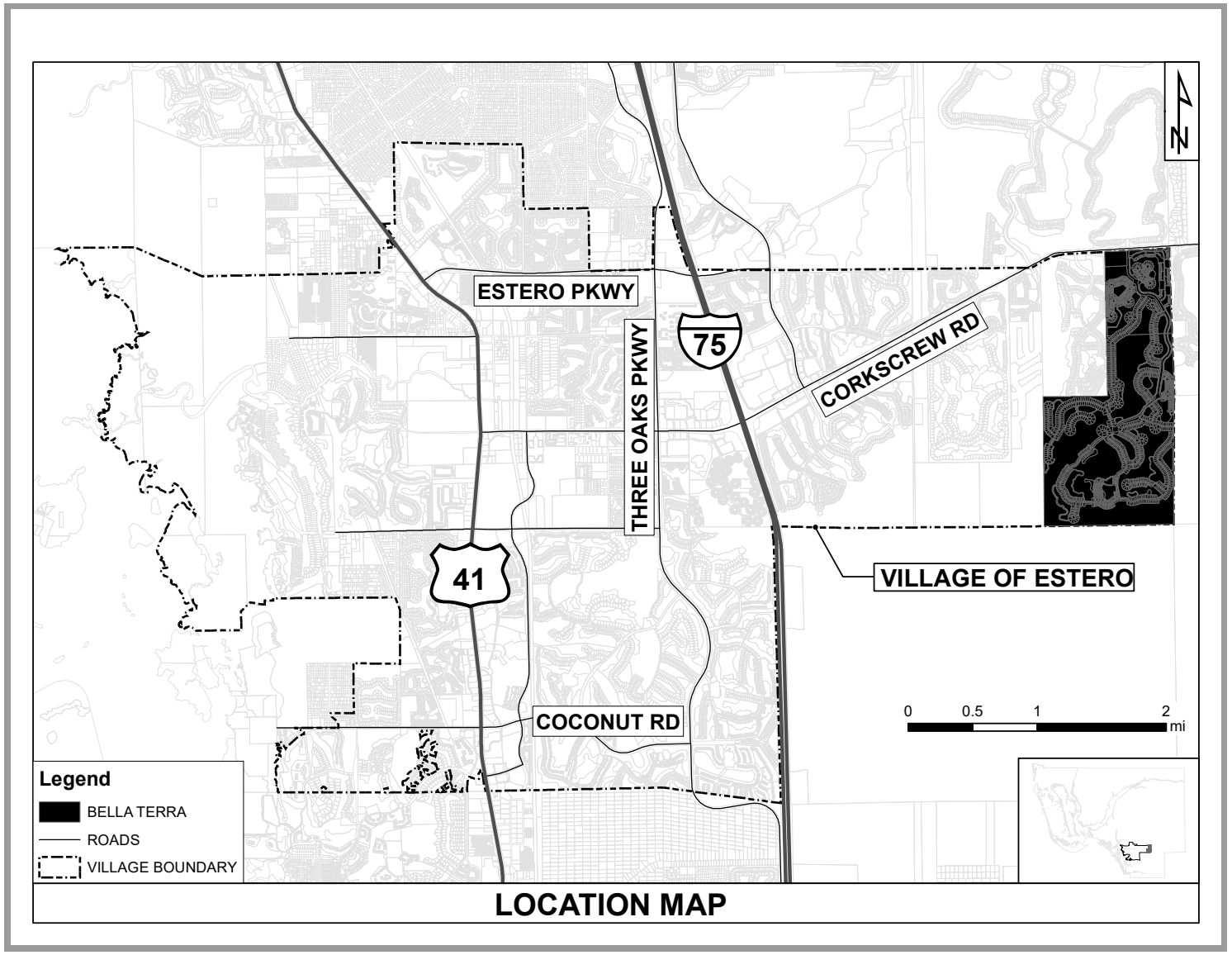
Financial Impact:

No financial impact to Village as all costs associated with increased security will be funded by the CDD.

Prepared by: Mary Gibbs

Attachments:

1. Location Map
2. Ordinance No. 2023-07
3. Applicant's Request for Additional Powers Pursuant to Section 190.012(2)(d) Florida Statutes
4. Resolution from Board of Supervisors of Habitat Community Development District Requesting Additional Powers for Security
5. Lee County Ordinance No. 03-10 Establishing the Habitat Community Development District in 2003


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ESTERO PKWY
THREE OAKS PKWY
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CORKSCREW RD
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VILLAGE OF ESTERO
COCONUT RD
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BELLA TERRA
ROADS
VILLAGE BOUNDARY
LOCATION MAP

VILLAGE OF ESTERO, FLORIDA

ORDINANCE NO. 2023 - 07

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, CONSENTING TO THE EXERCISE BY THE BOARD OF SUPERVISORS OF HABITAT COMMUNITY DEVELOPMENT DISTRICT OF CERTAIN ADDITIONAL POWERS RELATING TO SECURITY; PROVIDING FOR CONFLICT AND SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, on April 8, 2003, the Board of County Commissioners of Lee County adopted Ordinance No. 03-10, establishing the Habitat Community Development District ("District") as a community development district within the authority of Chapter 190 Florida Statutes; and

WHEREAS, subsequent to the establishment of the District by Lee County, the Village of Estero ("Village") was established; and

WHEREAS, the District is now located wholly within the boundaries of the Village; and

WHEREAS, Pursuant to Section 190.012 Florida Statutes, community development districts have special powers relating to security, subject to the regulatory jurisdiction and permitting authority of all applicable governmental bodies, agencies, and special districts having authority with respect to any area included within the district; and

WHEREAS, the Board of Supervisors of the District adopted a resolution requesting that the Village consent to the exercise by the District of certain special powers specified in Section 190.012(2)(d), Florida Statutes, in order to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain additional systems and facilities for security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies; provided, however that the District may not exercise any police power, but may contract with the appropriate local general purpose government agencies for an increased level of such services within the District's boundaries; and

WHEREAS, the Village Council acknowledges the District's desire to exercise the special powers set forth in Section 190.012(2)(d), Florida Statutes, and that these improvements and additions will be funded solely from the District's budget.

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

Section 1. Consent

The Council hereby consents to the exercise by the Board of Supervisors of the District of the special powers set forth in Section 190.012(2)(d), Florida Statutes in order to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain additional systems and facilities for security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies; provided, however that the District may not exercise any police power, but may contract with the appropriate local general purpose government agencies for an increased level of such services within the District's boundaries.

Section 2. Conflict and Severability

In the event this Ordinance conflicts with any other Village of Estero ordinance or other applicable law, the more restrictive will apply. If any portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed a separate, distinct, and independent provision, and such holding will not affect the validity of the remaining portion.

Section 3. Effective Date

This Ordinance shall take effect immediately upon adoption.

PASSED on first reading this 4th day of October, 2023.

PASSED AND ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida this 18th day of October, 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 Fayhee	____	____
Councilmember Fiesel	____	____
Councilmember Lopez	____	____
Councilmember Ward	____	____
Councilmember Zalucki	____	____

RECEIVED
AUG 29 2023
VILLAGE OF ESTERO

CDD2023-E001

CYK
COLEMAN | YOVANOVICH | KOESTER

4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
T: 239.435.3535 | F: 239.435.1218

Writer's Email:
gurbancic@cyklawfirm.com

August 30, 2023

VIA FEDEX

Village of Estero – Community Development
Attn: Mary Gibbs, Director of Community Development
9401 Corkscrew Palms Circle
Estero, FL 33928

Re: Habitat Community Development District
Request for Additional Powers Pursuant to Section 190.012(2)(d), Florida Statutes

Dear Mary:

My law firm serves as legal counsel to the Habitat Community Development District (the "District"). The District was established on April 8, 2003 by the Lee County Board of County Commissioners pursuant to Ordinance No. 03-10 and is fully operating. Subsequent to the adoption of Ordinance No. 03-10, the Village of Estero (the "Village") was established. The District lies within the jurisdiction of the Village and we understand from the County that this correspondence should be directed to the Village.

The establishment of the District was done prior to the various statutory amendments that changed how certain other special power authorizations could be obtained under Section 190.012, Florida Statutes. Previously, the request for such additional powers had to be made after the establishment of the District rather than simultaneous with the establishment of the District. In this case, it does not appear from available records that the District ever obtained the consent to the exercise of the special powers under Section 190.012(2)(d), Florida Statutes.

The Board of Supervisors of the District has requested that my office pursue with the Village authorization to exercise the additional powers under Section 190.012(2)(d), Florida Statutes. These powers are generally related to security.

Enclosed with this correspondence are the following items for your information relating to this matter:

1. Ordinance No. 03-10;
2. Resolution 2023-07 of the District's Board of Supervisors formally requesting the Village consent to the exercise of these additional powers by the District;
3. One (1) flash drive containing a copy of Ordinance No. 03-10 and Resolution 2023-07;
4. Check No. 2558 in the amount of $1,500.00 representing the filing fee.

After your review of the foregoing, please contact me if you have any questions or if you require any additional information. Thank you for your assistance in this matter.

Sincerely,

Gregory L. Urbancic
For the Firm

Enclosures

cc: Calvin Teague, Premier District Management, LLC
Board of Supervisors

RESOLUTION NO. 2023-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HABITAT COMMUNITY DEVELOPMENT DISTRICT REQUESTING THAT THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA CONSENT TO THE EXERCISE BY THE DISTRICT OF CERTAIN ADDITIONAL POWERS PURSUANT TO SECTION 190.012(2)(D), FLORIDA STATUTES TO PLAN, ESTABLISH, ACQUIRE, CONSTRUCT OR RECONSTRUCT, ENLARGE OR EXTEND, EQUIP, OPERATE AND MAINTAIN ADDITIONAL SYSTEMS AND FACILITIES FOR SECURITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HABITAT COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. The Board of Supervisors (the "**Board**") of Habitat Community Development District (the "**District**") is authorized to adopt this Resolution under the authority granted by the provisions of Chapter 190, Florida Statutes, and its Charter as adopted by Ordinance No. 03-10 of the Lee County Board of County Commissioners on April 8, 2003 (the "**Ordinance**") and other applicable provisions of law.

SECTION 2. FINDINGS.

A. Pursuant to the Ordinance, Lee County (the "**County**") established Habitat Community Development District (the "**District**") as a community development district within the meaning of Chapter 190, Florida Statutes.

B. Subsequent to the adoption of the Ordinance by the County, the Village of Estero, Florida (the "**Village**") was established. The District lies within the jurisdiction of the Village.

B. The Board of the District now desires to adopt this Resolution requesting the Village to consent by ordinance or resolution to the exercise by the District of certain additional powers specified in Section 190.012(2)(d), Florida Statutes and to submit such Resolution to the Village.

SECTION 3. REQUEST FOR ADDITIONAL POWERS. The District hereby requests that the Village consent by ordinance or resolution to the exercise by the District pursuant to Section 190.012(2)(d), Florida Statutes of the power to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain additional systems and facilities for security, including, but not limited to, guardhouses, fences and gates, electronic

intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies; provided, however that the District may not exercise any police power, but may contract with the appropriate local general purpose government agencies for an increased level of such services within the District's boundaries. The District Counsel and District Manager are hereby authorized to submit this Resolution to the Village and pursue the authority to exercise the powers described herein.

SECTION 4. SEVERABILITY. Should any sentence, section, clause, part or provision of this Resolution be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this Resolution as a whole, or any part thereof, other than the part declared invalid.

SECTION 5. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Board of Supervisors of Habitat Community Development District this 15th day of August, 2023.

Attest:

Calvin Teague, Secretary

HABITAT COMMUNITY DEVELOPMENT DISTRICT

Larry Roth, Chair

LEE COUNTY ORDINANCE NO. 03-10

AN ORDINANCE ESTABLISHING THE HABITAT COMMUNITY DEVELOPMENT DISTRICT; NAMING THE DISTRICT; PROVIDING FOR THE AUTHORITY OF THE ORDINANCE; ESTABLISHING AND DESCRIBING THE EXTERNAL BOUNDARIES OF THE COMMUNITY DEVELOPMENT DISTRICT; DESIGNATING THE INITIAL MEMBERS OF THE BOARD OF SUPERVISORS; ESTABLISHING THE INITIAL POWERS OF THE COMMUNITY DEVELOPMENT DISTRICT; ESTABLISHING THE STATUTORY PROVISIONS GOVERNING THE COMMUNITY DEVELOPMENT DISTRICT; ESTABLISHING ADDITIONAL CONDITIONS IMPOSED ON THE COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

FILED
2003 APR 14 PM 1:44
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

WHEREAS, Habitat Lakes, LLC, has petitioned the Lee County Board of County Commissioners to establish the HABITAT COMMUNITY DEVELOPMENT DISTRICT, a Uniform Community Development District (UCDD), pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes; and

WHEREAS, the Lee County Board of County Commissioners, after proper published notice, conducted a local public information-gathering ordinance hearing as required by law and finds as follows:

1. The petition is complete in that it meets the requirements of §190.005(1)(a), Florida Statutes; and all statements contained within the petition are true and correct.

2. The Lee County Executive Regulatory Oversight Committee has reviewed and approved the petition for establishment of the proposed district.

3. The costs to the County and government agencies from establishment of the district are nominal. There is no adverse impact on competition or employment from district establishment. The persons affected by establishment are the future landowners, present landowners, Lee County and its taxpayers, and the State of Florida. There is a net economic benefit flowing to these persons from district establishment as the entity to manage and finance the statutory services identified. The impact of district establishment and function on competition and the employment market is marginal and generally positive,

as is the impact on small business. None of the reasonable public or private alternatives, including an assessment of less costly and less intrusive methods and of probable costs and benefits of not adopting the ordinance, is as economically viable as establishing the district. Methodology is set forth in the economic impact statement on file. The statement of estimated regulatory costs of this petition on district establishment is adequate.

4. Establishment of the proposed district, whose charter is consistent with §§190.006 - 190.041, Florida Statutes, was created by general law, is not inconsistent with the local Comprehensive Plan of Lee County or the State Comprehensive Plan.

5. The area of land within the proposed district is of sufficient size, is sufficiently compact and is sufficiently contiguous to be developed as one functional interrelated community.

6. The district is the best alternative available for delivering community development services and facilities to the area that will be served by the district.

7. The community development services and facilities of the district will be compatible with the capacity and uses of existing local and regional community development services and facilities.

8. The area that will be served by the district is amenable to separate special district government.

9. The proposed district, once established, may petition the Board of County Commissioners for consent to exercise one or more of the powers granted by charter in §190.012(2), Florida Statutes.

10. Upon the effective date of this Ordinance, the proposed Habitat Community Development District will be duly and legally authorized to exist and exercise all of its general and special powers as limited by law; and has the right to seek consent from Lee County for the grant of authority to exercise special powers in accordance with F.S. 190.012(2), without question as to the district's continued right, authority and power to exercise its limited powers as established by this ordinance.

11. All notice requirements of law were met and complete notice was timely given.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA:

SECTION ONE: DISTRICT NAME AND LEGAL DESCRIPTION

The community development district herein established will be known as the Habitat Community Development District. A copy of the legal description of the community development district is attached as Exhibit "A" and incorporated herein by reference.

SECTION TWO: AUTHORITY FOR ORDINANCE

This Ordinance is adopted pursuant to §190.005(2), Florida Statutes, and other applicable provisions of law governing county ordinances.

SECTION THREE: ESTABLISHMENT OF COMMUNITY DEVELOPMENT DISTRICT

The Habitat Community Development District is hereby established within the boundaries of the real property located in Lee County, Florida, and described in Exhibit "A" attached hereto and incorporated by reference.

SECTION FOUR: DESIGNATION OF INITIAL MEMBERS OF THE BOARD OF SUPERVISORS

The following five persons are designated to be the initial members of the Board of Supervisors:

1.	Antonio Gonzalez, P.E., PLS	782 NW 42nd Avenue #630 Miami, FL 33126
2.	Carlos Montero	1717 North Bayshore Drive Apt. #1457 Miami, FL 33132
3.	Michael Montero, Esq.	1885 SW 18th Street Miami, FL 33145
4.	Felix Pardo	c/o Felix Pardo and Associates, Inc. 5545 SW 8th Street #205 Miami, FL 33126
5.	Reynaldo Mayor	780 NW 42nd Avenue #616 Miami, FL 33126

SECTION FIVE: INITIAL POWERS OF THE COMMUNITY DEVELOPMENT DISTRICT

Upon the effective date of this Ordinance, the proposed Habitat Community Development District will be duly and legally authorized to exist and exercise all of its powers in accordance with §§190.011 and 190.012(1), Florida Statutes, subject to any conditions imposed herein; and has the right to seek consent from Lee County for the grant of authority to exercise additional special powers in accordance with §190.012(2), Florida Statutes.

SECTION SIX: STATUTORY PROVISIONS GOVERNING THE COMMUNITY DEVELOPMENT DISTRICT

The Habitat Community Development District will be governed by the provisions of Chapter 190, Florida Statutes,

SECTION SEVEN: ADDITIONAL CONDITIONS IMPOSED ON THE COMMUNITY DEVELOPMENT DISTRICT

The Habitat Community Development District will also be subject to the following additional conditions:

1. Any and all agreements for the sale of property within the boundaries of the Habitat Community Development District must include the disclosure statement required in Section 190.048, Florida Statutes, for the initial sale of the property. This requirement applies to the initial seller of the property as well as all subsequent sellers, successors and assigns for the life of the Habitat Community Development District.

SECTION EIGHT: CONFLICT AND SEVERABILITY

In the event this Ordinance conflicts with any other Lee County ordinance or other applicable law, the more restrictive will apply. If any phase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed a separate, distinct and independent provision and such holding will not affect the validity of the remaining portion.

SECTION NINE: EFFECTIVE DATE

This Ordinance becomes effective upon filing with the Office of the Secretary of the Florida Department of State.

THE FOREGOING ORDINANCE was offered by Commissioner Robert P. Janes, who moved its adoption. The motion was seconded by Commissioner Andrew W. Coy and, being put to a vote, the vote was as follows:

ROBERT P. JANES	AYE
DOUGLAS R. ST. CERNY	AYE
RAY JUDAH	AYE
ANDREW W. COY	AYE
JOHN E. ALBION	AYE

DULY PASSED AND ADOPTED THIS 8TH DAY OF APRIL, 2003.

ATTEST:
CHARLIE GREEN, CLERK

By: Michele G Cooper
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: Ray Judah
Chairman

BOARD OF COUNTY COMMISSIONERS SEAL LEE COUNTY, FLORIDA

APPROVED AS TO FORM:

By: John Wheeler
Office of County Attorney

S:\LU\JJF\Jjfucdd\Habitat CDD\Habitat CDD Ordinance.wpd JJF

EXHIBIT "A"

Banks Engineering, Inc.

Professional Engineers, Planners & Land Surveyors
FORT MYERS ♦ NAPLES ♦ SARASOTA

DESCRIPTION
OF A
PARCEL OF LAND
LYING IN
SECTIONS 20, 29 AND 32, TOWNSHIP 46 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

EXHIBIT-2

(CDD PARCEL – 961.07 ACRES, MORE OR LESS)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTIONS 20, 29 AND 32, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 32, TOWNSHIP 46 SOUTH, RANGE 26 EAST; THENCE N.89°19'57"E. ALONG THE NORTH LINE OF SAID SETION FOR 2634.97 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 32; THENCE N.01°08'41"W. ALONG THE EAST LINE OF THE WEST HALF (1/2) OF SAID SECTION 29 FOR 2641.21 FEET; THENCE CONTINUE N.01°08'41"W. ALONG SAID EAST LINE FOR 2641.21 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 29; THENCE N.01°09'39"W. ALONG THE EAST LINE OF THE WEST HALF (1/2) OF SAID SECTION 20 FOR 595.30 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF CORKSCREW ROAD; THENCE N.86°32'32"E. ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR 2641.52 FEETTO AN INTERSECTION WITH THE EAST LINE OF SAID SECTION 20; THENCE S.01°09'13"E. ALONG SAID EAST LINE FOR 725.67 FEET TO THE NORTHEAST CORNER OF SAID SECTION 29; THENCE S.01°05'47"E. ALONG THE EAST LINE OF SAID SECTION 29 FOR 2640.31 FEET; THENCE CONTINUE S.01°05'47"E. ALONG SAID EAST LINE FOR 2640.30 FEET TO THE NORTHEAST CORNER OF SAID SECTION 32; THENCE S.00°42'05"E. ALONG THE EAST LINE OF SAID SECTION 32 FOR 2638.41 FEET; THENCE CONTINUE S.00°42'05"E. ALONG SAID EAST LINE FOR 1990.64 FEET; THENCE S.89°06'24"W. FOR 2641.80 FEET; THENCE S.00°40'39"E. FOR 647.76 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 32; THENCE S.89°07'51"W. ALONG SAID SOUTH LINE FOR 2644.83 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE N.00°30'10"W. ALONG THE WEST LINE OF SAID SECTION 32 FOR 2646.68 FEET; THENCE N.00°31'59"W. ALONG SAID WEST LINE FOR 2649.87 FEET TO THE **POINT OF BEGINNING.**

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

PARCELS CONTAIN 961.07 ACRES, MORE OR LESS.

ASSUMED NORTH BASED ON THE NORTH LINE OF SECTION 32, TOWNSHIP 46 SOUTH, RANGE 26 EAST, AS BEARING N.89°19'57"E.

DESCRIPTION PREPARED 08-26-02

08-26-02

JEFFREY GAGNON
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATION NO. 6337

FILED
2003 APR 14 PM 1:44
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

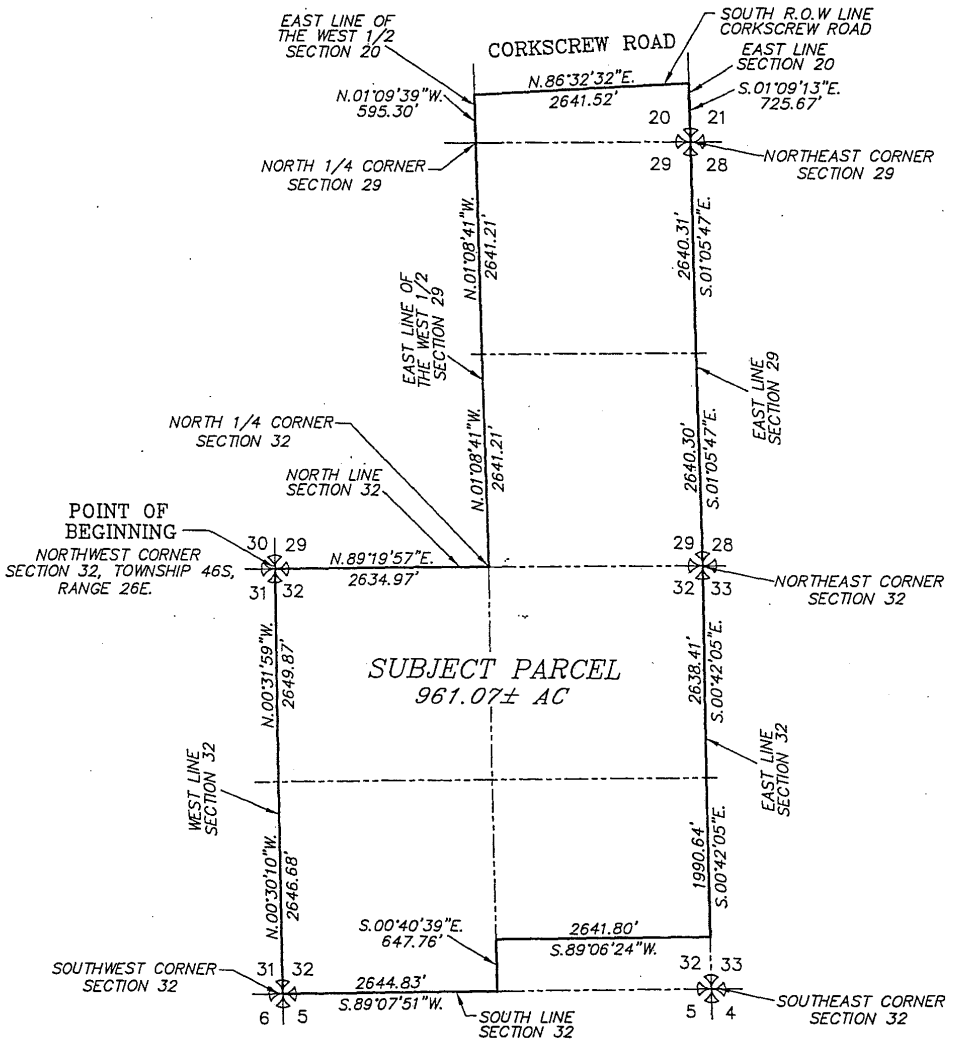
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SHEET 1 OF 2

10511 Six Mile Cypress Pkwy, Suite 101, Ft Myers, Florida 333912 • (239) 939-5490 • Fax (239) 939-2923

SKETCH TO ACCOMPANY DESCRIPTION

OF
A PARCEL OF LAND
LYING IN
SECTIONS 20, 29 & 32, TOWNSHIP 46 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA



THIS SKETCH OF DESCRIPTION IS NOT A BOUNDARY SURVEY

LEGEND

O.R. OFFICIAL RECORDS BOOK
PGS. PAGES
SR STATE ROAD
POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
R.O.W. RIGHT OF WAY

Banks Engineering, Inc.
ENGINEERING, SURVEYING & LAND PLANNING
FLORIDA BUSINESS CERTIFICATION NUMBER LB 6590
10501 SIX MILE CYPRESS PARKWAY - SUITE 104
FORT MYERS, FLORIDA 33912
(941) 939-5490

08-26-02

JEFFREY CAGNON
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATION NO. 6337

- THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED 08-26-02

SHEET 2 OF 2

DESC: 1580\SURVEY\1580-LEGAL-CDD.DOC
DRWG: 1580\SURVEY\1580-LEGAL-CDD.DWG

S:\1580\15x11580\cs\1580-LEGAL-CDD.dwg, 08/26/2002 03:35:20 PM, Jeff Cagnon

Charlie Green
Clerk of Circuit Court
Lee County, Florida

STATE OF FLORIDA

COUNTY OF LEE

I Charlie Green, Clerk of Circuit Court, Lee County, Florida, and ex-Officio Clerk of the Board of County Commissioners, Lee County, Florida, do hereby Certify that the above and foregoing, is a true and correct copy of Ordinance No. 03-10, adopted by the Board of Lee County Commissioners, at their meeting held on the 8th day of April, 2003.

Given under my hand and seal, at Fort Myers, Florida, this 11th day of April, 2003.

CHARLIE GREEN,
Clerk of Circuit Court
Lee County, Florida

By Michele L Cooper
Deputy Clerk

CIRCUIT COURT ★ LEE COUNTY, FLORIDA ★

FILED
2003 APR 14 PM 1:44
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

Clerk of County Court - Comptroller - Auditor - Recorder - Custodian of All County Funds
P.O. Box 2469 Fort Myers, Florida 33902-2469 (~~941~~ 239) 335-2283

A black and white copy of this document is not official

STATE OF FLORIDA
DEPARTMENT OF STATE

Division of Elections

I, Glenda E. Hood, Secretary of State of the State of Florida, do hereby certify that the above and foregoing is a true and correct copy of Lee County Ordinance No. 03-10, which was filed in this office on April 14, 2003, pursuant to the provisions of Section 125.66, Florida Statutes, as shown by the records of this office.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the 15th., day of April, A.D., 2003.

Glenda E. Hood

Secretary of State

DSDE 99 (3/03)

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