

VILLAGE OF ESTERO
VILLAGE COUNCIL MEETING
PACKET
DECEMBER 6, 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

December 6, 2023, 09:30 am

1. CALL TO ORDER

INVOCATION

Pastor Jan Chance River of Life Church

PLEDGE OF ALLEGIANCE

ROLL CALL

2. RECOGNITION

a. Carol Sacco/CMC by Scotty Lynn Kelly, MMC, CGSP

Attachment: Carol Sacco CMC certificate.pdf

3. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

4. PUBLIC COMMENT ON NON-AGENDA ITEMS

5. CONSENT AGENDA

a. November 15, 2023 Council Meeting Minutes

Attachment: 11152023 minutes.pdf

6. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

7. SECOND READING AND PUBLIC HEARINGS

a. Second Reading of Ordinance No. 2023-09 amending the Land Development Code to revise standards for day care centers.

An Ordinance of the Village Council of the Village of Estero, Florida, Amending § 5-204 of the Village Land Development Code to Revise the Standards for Hotel Parking; Making Related Findings; and Providing for Severability, Codification and an Effective Date.

Recommended Action
Approve Ordinance No 2023-09.

Financial Impact
Minor cost for newspaper advertisement.

Attachment: SS 2nd Reading Ord 2023-09.pdf
Attachment: DRAFT Ordinance 2023-09.pdf
Attachment: ecomments.pdf
Attachment: Letter to Estero - Playground usage.pdf

b. Second Reading of Ordinance No. 2023-08 amending the Land Development Code to correct parking standards for hotel/motel use.

An Ordinance of the Village Council of the Village of Estero, Florida, Amending § 5-204 of the Village Land Development Code to Revise the Standards for Hotel Parking; Making Related Findings; and Providing for Severability, Codification and an Effective Date.

Recommended Action
Approve Ordinance No 2023-08.

Financial Impact
Minor cost for newspaper advertisement.

Attachment: SS 2nd Reading Ord 2023-08.pdf
Attachment: DRAFT Ordinance 2023-08 Hotel Parking.pdf
Attachment: Hogan Lovells letter 11172023.pdf

8. ACTION ITEMS

a. Lee County MPO Citizen Advisory Committee Appointment (CAC)

Recommended Action
Make the motion to support and encourage the applicant, Mark Novitski, to represent Village of Estero at the Lee County MPO Citizen Advisory Committee Application (CAC).

Financial Impact
N/A

Attachment: SS MPO CAC .pdf
Attachment: M CAC Application 20231119.pdf

b. Approval of Construction Manager At Risk agreement between Village and Wright Construction Group, Inc.

Recommended Action
Motion to approve Construction Manager At Risk agreement between Village of Estero and Wright Construction Group, Inc. and to authorize the Village Manager to execute the agreement and any related documents or amendments as may be necessary, except for the Guaranteed Maximum Price amendment, which will be approved by Council, at a later date.

Financial Impact
The final Guaranteed Maximum Price for the project, including all design and inspections services, will likely be back for final Village Council approval in January 2024.

Attachment: SS Wright Construction CMAR approval.pdf
Attachment: 1 Loc Map.pdf
Attachment: 2 Site Plan.pdf
Attachment: 3 Estero Entertainment CM Contract.pdf
Attachment: 4 Exhibit 1 - Preconstruction Proposal.pdf

c. River Oaks Preserve Preliminary Design Contract

Recommended Action
Motion to approve award of Supplemental Task Authorization 02 to Contract EC 2022-35 to Kimley Horn to provide preliminary design services for the River Oaks Preserve for $97,900.

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

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

Financial Impact
The project's financial impact is $107,900 ($97,900 plus $10,000 contingency).

The Village of Estero Fiscal Year 2023-2024 budget does not include funding specifically for the River Oaks Preserve Project. Funding for this project will be provided through unallocated general funds.

Attachment: SS River Oaks Preserve Prelim Design contract.pdf
Attachment: 1 Loc Map.pdf
Attachment: 2 Contract EC 2022-32 STA -02_River Oaks Pres.pdf
Attachment: 3 Vendor Disclosure Form_KH_River Oaks Preserve.pdf

9. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

10. VILLAGE ATTORNEY'S REPORT

11. VILLAGE MANAGER'S REPORT

Adjourn Regular Session and Convene Workshop Items

12.WORKSHOP

a. Village of Estero/Estero Forever Foundation Agreement

Attachment: SS EFF Framework.pdf
Attachment: Estero Forever Foundation Framework 2023.pdf

b. Ben Hill Griffin Project Update

Attachment: 01- Ben Hill Griffin Pwky Update.pdf
Attachment: 02-Loc Map.pdf
Attachment: 03-Ben Hill Project Update.pdf
Attachment: 04-BHG Landscape Plans.pdf

c. Center for the Arts Bonita Springs

Attachment: SS Bonita Arts .pdf
Attachment: Arts Bonita Estero Presentation.pdf

13.ADJOURNMENT

General Attachments

- Transcript.pdf

VILLAGE OF ESTERO COUNCIL MEETING
WEDNESDAY, DECEMBER 6, 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.

09:35:43 >>Mayor McLain: DECEMBER 6, 2023, VILLAGE COUNCIL MEETING TO
09:35:44 ORDER.
09:35:45 [SOUNDING GAVEL]
09:35:46 WE WOULD ALSO LIKE TO REMIND EVERYBODY THAT'S HERE TO PLEASE
09:35:51 SILENCE YOUR PHONE, INCLUDING MYSELF, AND ANY OTHER THINGS
09:35:57 THAT DING AND BING.
09:35:59 WE WELCOME YOU TO OUR VILLAGE COUNCIL MEETING AND THE
09:36:04 VILLAGE OF ESTERO.
09:36:06 AS WE CALL IT, WE CALL IT PARADISE.
09:36:08 SO ENJOY THE DAY AND ENJOY THE FESTIVITIES THAT ARE COMING
09:36:11 UPON US HERE PRETTY QUICKLY.
09:36:13 OUR INVOCATION THIS MORNING IS GOING TO BE DONE BY PASTOR
09:36:19 JAN CHANCE OF THE RIVER OF LIFE CHURCH.
09:36:22 WELCOME, JAN.
09:36:28 >> IF EVERYONE WOULD PLEASE BOW YOUR HEADS AND JOIN ME IN
09:36:31 PRAYER.
09:36:32 DEAR HEAVENLY FATHER, WE THANK YOU SO MUCH FOR THIS DAY AND
09:36:35 WE GIVE YOU ALL PRAISE AND GLORY FOR IT.

09:36:38 WE'RE THANKFUL FOR OUR COMMUNITY AND TO BE LIVING IN SUCH A
09:36:42 WONDERFUL PLACE.
09:36:43 GOD, I THANK YOU FOR THIS GROUP OF LEADERS THAT ARE HERE
09:36:46 TODAY SERVING ON THE VILLAGE OF ESTERO COUNCIL.
09:36:50 AND AS THIS GROUP AND OTHERS MAKE DECISIONS CONCERNING OUR
09:36:54 COMMUNITY, HELP THEM AND GUIDE THEM AS THEY STRATEGIZE FOR
09:36:57 THE GOOD OF OUR COMMUNITY.
09:36:58 GIVE THEM INSIGHT AND COURAGE AS THEY TACKLE DIFFICULT
09:37:02 DECISIONS THAT MIGHT COME BEFORE THEM.
09:37:04 HELP THEM, LORD, TO BE GOOD STEWARDS OF THE RESOURCES YOU
09:37:07 HAVE PROVIDED.
09:37:08 BLESS THE WORK THEY HAVE BEFORE THEM TODAY.
09:37:11 I ASK, LORD GOD, THAT YOU WOULD PROTECT AND PROVIDE FOR THEM
09:37:15 AND THEIR FAMILIES AS THEY GIVE OF THEIR TIME AND ENERGY TO
09:37:18 SERVE.
09:37:18 GOD, BLESS OUR FIRST RESPONDERS FOR THEIR SELFLESS ACTS AND
09:37:22 FOR PUTTING THEMSELVES BEFORE -- OR PUTTING THEM BEFORE
09:37:27 THEMSELVES AND THEIR FAMILIES.

09:37:29 PLEASE PROTECT THEM AND KEEP THEM SAFE.
09:37:31 I THANK YOU, LORD, FOR OUR BUSINESS LEADERS, OUR SCHOOL
09:37:35 PERSONNEL, THE NOT FOR PROFITS, AND THE SERVICE INDUSTRY AND
09:37:38 CHURCHES WHO WORK TO PROVIDE NEEDED SERVICES, SUPPORT, AND
09:37:41 ENCOURAGEMENT TO OUR RESIDENTS AND VISITORS.
09:37:44 LORD, AS WE'RE IN THIS CHRISTMAS SEASON, MAY WE KEEP JESUS
09:37:49 CHRIST LIFTED UP ABOVE ALL OTHER MATTERS.

09:37:52 MAY THE JOY AND PEACE OF GOD FILL OUR COMMUNITY AND UNIFY
09:37:55 US.
09:37:56 MAY WE LEARN FROM YOU TO BE SELFLESS IN OUR WORDS AND DEEDS
09:37:59 AND SPREAD THE LOVE OF CHRIST TO OTHERS.
09:38:02 GOD, HELP US TO GO ABOUT OUR DAYS WITH GRATEFUL HEARTS.
09:38:06 BLESS THIS MEETING TODAY, THE BUSINESS AT HAND AND THOSE WHO
09:38:09 ARE INVOLVED.
09:38:10 MAY YOUR WILL BE DONE, IN JESUS NAME, AMEN.
09:38:15 >>Mayor McLain: THANK YOU, JAN.
09:38:16 THANK YOU FOR THOSE WORDS AND MERRY CHRISTMAS TO YOU.
09:38:19 I'VE ASKED RAFAEL LOPEZ TO LEAD US IN OUR PLEDGE OF
09:38:24 ALLEGIANCE.
09:38:27 [PLEDGE OF ALLEGIANCE]
09:38:42 THANK YOU.
09:38:43 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL.
09:38:48 >>Vice-Mayor Ribble: HERE.
09:38:50 >>Larry Fiesel: HERE.
09:38:51 >>Mayor McLain: HERE.
09:38:53 >>Lori Fayhee: HERE.
09:38:55 >>Rafael Lopez: HERE.
09:38:57 >>Jim Ward: HERE.
09:38:59 >>George Zalucki: HERE.
09:39:01 >>Mayor McLain: I'D LIKE TO MAKE JUST A LITTLE CHANGE.
09:39:05 THE RECOGNITION, ITEM NUMBER 2 ON THE AGENDA, LET'S PASS
09:39:08 OVER THAT AND WHEN STEVE GETS HERE, WE'LL COME BACK TO THAT

09:39:13 ITEM.
09:39:14 RIGHT NOW, WE'LL JUMP TO ITEM NUMBER 3, APPROVAL OF THE
09:39:17 AGENDA, ANY ADDITIONS AND DELETIONS.
09:39:19 DOES ANYONE HAVE ANY ADDITIONS TO THE CURRENT AGENDA?
09:39:25 IF NONE, I WILL ENTERTAIN A MOTION TO APPROVE THE AGENDA.
09:39:31 >>Vice-Mayor Ribble: SO MOVED.
09:39:33 >>Mayor McLain: I HEARD THE VICE-MAYOR FIRST AND SECONDED BY
09:39:36 COUNCILMAN WARD.
09:39:36 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL?
09:39:40 >>Larry Fiesel: AYE.
09:39:42 >>Lori Fayhee: AYE.
09:39:44 >>Rafael Lopez: HERE.
09:39:46 >>Jim Ward: AYE.
09:39:48 >>George Zalucki: AYE.

09:39:49 >>Vice-Mayor Ribble: AYE.
09:39:50 >>Mayor McLain: AYE.
09:39:51 GOOD.
09:40:09 WE'RE GOING TO START -- LET'S GO BACK TO ITEM NUMBER 1 AND
09:40:19 RECOGNITION.
09:40:20 SO LET ME INTRODUCE THIS A LITTLE BIT.
09:40:22 THIS MORNING, WE WANT TO WELCOME THE FLORIDA ASSOCIATION OF
09:40:26 CITY CLERKS SOUTHWEST DISTRICT DIRECTOR AND CITY CLERK FOR
09:40:32 THE CITY OF SANIBEL, SCOTTY LYNN KELLY, TO PRESENT A PIN AND
09:40:37 A CERTIFICATE TO OUR VILLAGE CLERK, CAROL SACCO, FOR EARNING
09:40:42 HER CERTIFIED MUNICIPAL CLERK CERTIFICATION.

09:40:47 WELCOME, SCOTTY.
09:40:50 THE FLOOR IS YOURS.
09:40:51 >> THANK YOU VERY MUCH.
09:40:51 I'M HAPPY TO BE HERE.
09:40:54 AS WAS JUST STATED, MY NAME IS SCOTTY LYNN KELLY.
09:40:58 THE CITY CLERK FOR THE CITY OF SANIBEL AND SERVING AS
09:41:01 SOUTHWEST DISTRICT DIRECTOR FOR THE FLORIDA ASSOCIATION OF
09:41:03 CITY CLERKS.
09:41:04 IT IS WITH GREAT PLEASURE THAT I CONGRATULATE YOUR VILLAGE
09:41:08 ON THE RECENT ACCOMPLISHMENT OF YOUR CLERK, CAROL SACCO,
09:41:12 UPON RECEIVING HER CERTIFIED MUNICIPAL CLERK DESIGNATION.
09:41:15 THROUGH THE INSTITUTE OF INTERNATIONAL -- INTERNATIONAL
09:41:20 INSTITUTE OF MUNICIPAL CLERKS.
09:41:22 SORRY.
09:41:22 I'M VERY NERVOUS.
09:41:23 I WOULD LIKE TO TELL YOU A LITTLE BIT ABOUT THE TWO
09:41:26 ASSOCIATIONS THAT I JUST REFERENCED.
09:41:28 THE INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS REFERENCED
09:41:31 AS IIMC AND I PARTNER, THE FLORIDA ASSOCIATION OF CITY
09:41:36 CLERKS, REFERENCED AS -- FACC, BOTH PROFESSIONAL
09:41:44 ASSOCIATIONS THAT PROMOTE CONTINUING EDUCATION AND
09:41:46 CERTIFICATION THROUGH UNIVERSITY AND COLLEGE-BASED
09:41:48 INSTITUTES AND ACADEMIES.
09:41:49 IIMC PRIMARY'S GOAL IS TO ACTIVELY PROMOTE THE CONTINUING
09:41:54 EDUCATION AND PROFESSIONAL DEVELOPMENT OF MUNICIPAL CLERKS

09:41:58 THROUGH EXTENSIVE EDUCATION PROGRAMS, CERTIFICATIONS,
09:42:01 PUBLICATIONS, NETWORKING ACROSS THE GLOBE, ANNUAL
09:42:04 CONFERENCES AND RESEARCH.
09:42:05 FACC'S PRIMARY GOAL IS TO ACTIVELY PROMOTE THE CONTINUING
09:42:10 EDUCATION AND PROFESSIONAL DEVELOPMENT OF MUNICIPAL CLERKS
09:42:13 IN THE STATE OF FLORIDA BY PARTNERING WITH THE FLORIDA
09:42:16 LEAGUE OF CITIES AND THE FLORIDA INSTITUTE OF GOVERNMENT TO
09:42:19 MEET THE EVER-CHANGING EDUCATIONAL NEEDS OF CITY CLERKS AND
09:42:23 TO IMPROVE OUR KNOWLEDGE IN AREAS SUCH AS PUBLIC
09:42:27 ADMINISTRATION, LAW, MANAGEMENT, ELECTIONS, AND MANY OTHER

09:42:29 DISCIPLINES.
09:42:30 AS OF NOVEMBER 2023, IIMC HAS 15,021 MEMBERS.
09:42:36 OF WHICH 4,585 HAVE ATTAINED THE CERTIFIED MUNICIPAL CLERK,
09:42:42 WHICH IS THE DESIGNATION THAT MS. SACCO HAS JUST EARNED.
09:42:47 1,424 HAVE ATTAINED THE MASTER MUNICIPAL CLERK DESIGNATION,
09:42:51 WHICH IS THE NEXT STEP IN HER CONTINUING EDUCATION.
09:42:54 IIMC REGION 3, ALABAMA, FLORIDA, GEORGIA, NORTH CAROLINA,
09:43:00 AND SOUTH CAROLINA, HAS 945 OF THOSE CMCs, 298 OF THE
09:43:08 MMCs AND FLORIDA'S COUNTS ARE 425 CMCs AND 159 MMCs.
09:43:14 THE FLORIDA ASSOCIATION OF CITY CLERKS CURRENTLY HAS 589
09:43:17 MEMBERS IN OUR SEVEN DISTRICTS.
09:43:19 51 OF THOSE DISTRICTS -- 51 OF THOSE MEMBERS ARE IN OUR
09:43:23 DISTRICT, THE SOUTHWEST DISTRICT.
09:43:24 220 -- SORRY, 202 MEMBERS HAVE ATTAINED THE CMC AND 126 HAVE
09:43:31 REACHED THE MMC DESIGNATION.

09:43:33 THE FIRST STEP IN CERTIFICATION IS BECOMING CERTIFIED
09:43:37 MUNICIPAL CLERK, THROUGH THE COMPLETION OF THE INTERNATIONAL
09:43:40 INSTITUTE OF MUNICIPAL CLERKS, APPROVED PROGRAM CONDUCTED BY
09:43:47 THE JOHN SCOTT DAILEY FLORIDA INSTITUTE OF GOVERNMENT AT THE
09:43:50 FLORIDA STATE UNIVERSITY IN TALLAHASSEE.
09:43:53 THIS PROGRAM PROVIDES 120 STUDENT TO INSTRUCTOR CONTACT
09:43:57 HOURS OF IN-DEPTH COURSES IN MANAGERIAL AND LEADERSHIP
09:44:01 SKILLS, SOCIAL AND INTERPERSONAL CONCERNS AND TECHNICAL
09:44:04 TRAINING NEEDED TO DEAL WITH CHANGES TAKING PLACE IN
09:44:06 GOVERNMENT TODAY.
09:44:07 THE PROGRAM AIDS MUNICIPAL CLERKS IN IMPROVING JOB
09:44:10 PERFORMANCE AND RECOGNIZES THE PROFESSIONALISM OF THE
09:44:13 MUNICIPAL CLERK'S OFFICE.
09:44:14 COMPLETION OF THE RECOGNIZED CAREER DEVELOPMENT ACADEMY OR A
09:44:18 BACHELOR DEGREE IN PUBLIC ADMINISTRATION OF RELATED FIELD,
09:44:21 RESPONSIBLE EXPERIENCE IN LOCAL GOVERNMENT AND PARTICIPATION
09:44:24 IN THE CONFERENCES, MEETINGS, AND EDUCATIONAL SEMINARS ARE
09:44:28 REQUIRED TO EARN THE PRESTIGIOUS CERTIFIED MUNICIPAL CLERK
09:44:31 DESIGNATION.
09:44:32 HOWEVER, TRUE PROFESSIONALS NEVER WANT TO REST ON
09:45:32 -- OF HER EFFORTS.
09:45:34 CONSIDERING THE SPEED AND DRASTIC NATURE OF CHANGES THESE
09:45:36 DAYS, LIFELONG LEARNING IS NOT ONLY DESIRABLE BUT ALSO
09:45:39 NECESSARY TO KEEP PACE WITH GROWING DEMANDS AND CHANGING
09:45:42 NEEDS OF THE CITIZENS WE SERVE.

09:45:44 YOUR VILLAGE CAN TAKE IMMENSE PRIDE IN THE EDUCATIONAL
09:45:46 ACCOMPLISHMENTS AND ACHIEVEMENTS OF CAROL'S MILESTONE.
09:45:49 CAROL, IF YOU WOULD JOIN ME.
09:45:53 ON BEHALF OF THE FLORIDA ASSOCIATION OF CITY CLERKS, THE
09:46:01 MEMBERS, THE PROFESSIONAL EDUCATION COMMITTEE, AND THE
09:46:04 SOUTHWEST DISTRICT, I NOW PRESENT YOU WITH YOUR CMC PIN AND

09:46:07 ENCOURAGE YOU TO CONTINUE TO COMMIT YOURSELF TO LIFELONG
09:46:10 LEARNING, DISPLAY YOUR PLAQUE AND WEAR YOUR PIN WITH THE
09:46:14 PRIDE AS AN EXAMPLE OF YOUR EDUCATION AND PROFESSIONALISM.
09:46:16 WE ARE SO PROUD OF YOU.
09:46:18 [APPLAUSE]
09:47:19 >>Mayor McLain: AT THIS TIME, I WOULD LIKE TO ASK OUR
09:47:22 VILLAGE MANAGER TO MAYBE REFLECT ON THE EFFORT AND THE DRIVE
09:47:26 AND THE DEDICATION THAT CAROL HAS UNDERTAKEN TO EARN THIS
09:47:30 DISTINGUISHED CERTIFIED MUNICIPALITY CLERK CERTIFICATION.
09:47:36 IT DIDN'T COME EASY, I'M SURE.
09:47:38 AND A LOT OF DEDICATION.
09:47:39 STEVE, IF YOU WOULD MAYBE DO A LITTLE REFLECTION, I WOULD
09:47:42 APPRECIATE IT.
09:47:42 THANK YOU.
09:47:43 >>Steven Sarkozy: ABSOLUTELY.
09:47:43 THANK YOU, MAYOR.
09:47:44 AS ALL OF YOU KNOW, CAROL WAS THE KING PERSON OF THE OFFICE
09:47:49 AND IS THE SPOKE OF THE WHEEL HERE.
09:47:53 PEOPLE LOOK TO ME AND SAY MYSELF OR OTHER, THAT THE MANAGER

09:47:58 IS COORDINATING EVERYTHING BUT WE KNOW BETTER.
09:48:00 IT IS CAROL THAT OPERATES THE SHOP.
09:48:03 REMEMBER BACK WHEN OUR FIRST VILLAGE CLERK RETIRED.
09:48:09 CAROL ACTUALLY WAS OUR EXECUTIVE ASSISTANT AT THAT TIME AND
09:48:13 TOOK OVER THE DUTIES OF THE CLERK AND THE EXECUTIVE
09:48:17 ASSISTANT AND IS -- JUST AN EXTREMELY PROFESSIONAL PRESENCE
09:48:47 AND A WORKER IN OUR OFFICE AND SOMEBODY THAT KEEPS US ALL
09:48:50 FUNCTIONING.
09:48:52 IF CAROL WERE EVER TO LEAVE, WE WOULD ALL PANIC, PRIMARILY
09:48:59 ME, BUT SHE DOES A FABULOUS JOB AND COORDINATES EVERYTHING
09:49:04 IN THE OFFICE.
09:49:04 PERSONALLY AND PROFESSIONALLY, I WOULD LIKE TO THANK HER FOR
09:49:08 HER DEDICATION.
09:49:10 SHE'S DONE THIS ON HER OWN, ON HER OWN TIME, AND IT REALLY
09:49:15 SPEAKS WELL OF HER INTEREST IN SERVING THE COMMUNITY AT THE
09:49:18 HIGHEST POSSIBLE LEVEL.
09:49:19 WE'RE JUST ALL APPRECIATIVE.
09:49:23 I KNOW I SPEAK FOR ALL OF THE STAFF AND JUST THANK HER FOR
09:49:27 WHAT SHE DOES DAY IN AND DAY OUT.
09:49:31 ALSO, WHILE SHE'S DOING THAT AND HOLDING EVERYTHING
09:49:33 TOGETHER, SHE'S TAKEN THE TIME TO ATTAIN THE HIGHEST LEVEL
09:49:37 OF PROFESSIONAL CERTIFICATION.
09:49:40 THANK YOU SO MUCH.
09:49:41 >>Carol Sacco: THANK YOU.
09:49:42 [APPLAUSE]

09:49:48 >>Mayor McLain: IF ANY OF THE COUNCIL MEMBERS WOULD LIKE TO
09:49:50 MAKE A COMMENT, WE'LL KEEP THEM SHORT.

09:49:55 >>George Zalucki: SURE, MAYOR.
09:49:56 THANK YOU.
09:49:56 CAROL, IT'S VERY OBVIOUS THAT WHAT YOU DO AND HOW YOU AFFECT
09:50:00 BUSINESS HERE AND HOW YOU AFFECT THE COMMUNITY IN SUCH A
09:50:03 POSITIVE WAY IS VERY, VERY APPARENT.
09:50:05 I PERSONALLY WANT TO THANK YOU FOR EVERYTHING THAT YOU DO.
09:50:08 YOU ALWAYS DO IT WITH A SMILE ON YOUR FACE, EFFICIENTLY AND
09:50:12 EFFECTIVELY.
09:50:12 SO THANK YOU.
09:50:13 WELL DESERVED.
09:50:14 >>Carol Sacco: THANK YOU.
09:50:17 >>Jim Ward: I HAVE BASICALLY THE SAME THOUGHTS, CAROL.
09:50:19 CONGRATULATIONS ON YOUR ACHIEVEMENT.
09:50:21 THE ONE PERSONAL THING I WOULD SAY IS I REQUEST SOMETHING IN
09:50:26 AN E-MAIL AND WITHIN 30 SECONDS I GET A RESPONSE.
09:50:30 IT IS INCREDIBLE HOW EFFECTIVE YOU ARE IN MANAGING YOUR ROLE
09:50:35 AT THE COUNCIL.
09:50:36 I WANT TO THANK YOU FOR YOUR HELP IN GUIDING ME THROUGH THIS
09:50:39 PROCESS OF BEING A COUNCILMAN AND BEING RESPONSIVE TO MY
09:50:42 NEEDS.
09:50:43 THANK YOU.
09:50:44 OUR NEEDS.
09:50:45 >>Carol Sacco: THANK YOU.

09:50:46 >>Rafael Lopez: CAROL, THANK YOU EVERYTHING YOU HAVE DONE
09:50:48 FOR ME, ESPECIALLY.
09:50:49 I CAN'T EVEN -- WORDS CAN'T EVEN EXPLAIN HOW I FEEL.
09:50:54 AND YOU -- HE'S RIGHT.
09:50:55 I SENT AN E-MAIL OUT AND WITHIN TWO SECONDS THERE IS A
09:51:00 RESPONSE.
09:51:00 I WISH I COULD RESPOND AS QUICKLY AS YOU DO.
09:51:03 BUT I CAN'T.
09:51:03 ANYWAY, THANK YOU VERY MUCH FOR EVERYTHING AND WHAT YOU'RE
09:51:06 DOING FOR THE VILLAGE.
09:51:07 WE APPRECIATE IT.
09:51:08 >>Carol Sacco: THANK YOU.
09:51:10 >>Lori Fayhee: THANK YOU.
09:51:11 I'M GOING TO HAVE TO JUMP IN QUICK BECAUSE WE'RE RUNNING OUT
09:51:15 OF COMPLIMENTS FOR YOU.
09:51:16 AND WE CAN'T RUN OUT.
09:51:20 BUT I APPRECIATE EVERYTHING YOU DO EVERY DAY FOR ALL OF US.
09:51:26 YOU REALLY ARE THE ONE THAT KEEPS THIS MOVING.
09:51:28 THANK YOU.
09:51:28 >>Carol Sacco: THANK YOU.
09:51:31 >>Larry Fiesel: I CONGRATULATE YOU, CAROL.
09:51:33 AND THANK YOU FOR THE HELP THAT YOU PROVIDE.
09:51:36 JUST AS RECENTLY AS YESTERDAY MORNING, SHE TALKED ME DOWN
09:51:39 OFF THE LEDGE BECAUSE I THOUGHT I HAD TRIPLE BOOKED A DATE

09:51:44 ON MY CALENDAR.

09:51:46 THEN SHE POLITELY TOLD ME I HAD THEM WRONG.
09:51:50 I WASN'T AS BAD OFF AS I THOUGHT I WAS.
09:51:53 SHE MADE THE REST OF MY DAY.
09:51:55 THANK YOU.
09:51:57 >>Vice-Mayor Ribble: YES, CAROL, AGAIN, CONGRATULATIONS.
09:51:59 I DON'T KNOW HOW YOU JUGGLE ALL THOSE BALLS IN THE AIR.
09:52:02 THERE'S NOT A PROCESS IN THE VILLAGE THAT SHE DOES NOT HAVE
09:52:05 HER FINGER ON THE PULSE OF WHAT'S HAPPENING, INCLUDING OUR
09:52:09 LITTLE GET-TOGETHERS OF CELEBRATION, WHICH SHE ORGANIZES
09:52:15 ALSO.
09:52:15 CAROL, AGAIN, THANK YOU FOR ALL THAT YOU DO.
09:52:17 >>Carol Sacco: THANK YOU.
09:52:18 >>Mayor McLain: I'D LIKE TO THANK CAROL FOR TAKING CARE OF
09:52:23 ME OVER THE LAST SIX, SEVEN YEARS AND HELPING ME STEP UP TO
09:52:28 THE MAYOR'S RESPONSIBILITY.
09:52:29 SHE KEEPS US ON TRACK IN THE MEETINGS.
09:52:33 SHE KEEPS ME FROM STEPPING ON MY TOES TOO OFTEN.
09:52:38 I APPRECIATE THE DAY-TO-DAY EFFORT.
09:52:40 I CAN CALL CAROL MANY DAYS AT 6:30 IN THE MORNING AND GUESS
09:52:45 WHO IS HERE.
09:52:46 NOT ONLY A DEDICATED EMPLOYEE OF THE VILLAGE OF ESTERO, BUT
09:52:50 SHE IS THE GLUE THAT HOLDS US TOGETHER AND KEEPS THAT SMILE
09:52:54 ON HER FACE ALL THE TIME.
09:52:56 NOT ONLY DO WE HERE AS COUNCIL REALLY APPRECIATE HER
09:53:00 EFFORTS, I KNOW THAT WE HAVE ALL HEARD FROM THE COMMUNITY

09:53:03 WHEN THEY CALL WITHIN THAT SAME TIME FRAME, SHE'S GOT
09:53:09 SOMEBODY ON THE ROAD TAKING CARE OF THE PROBLEM AND THE
09:53:11 LIKE.
09:53:11 THANK YOU SO MUCH FOR ALL THAT YOU CONTRIBUTE TO THE VILLAGE
09:53:14 OF ESTERO.
09:53:14 WE LOOK FORWARD TO MANY, MANY MORE YEARS OF YOU HELPING THE
09:53:18 VILLAGE MATURE AND DEVELOP INTO A MORE WONDERFUL PLACE TO
09:53:23 LIVE IN.
09:53:24 THANK YOU SO MUCH.
09:53:25 >>Carol Sacco: THANK YOU.
09:53:25 I WOULD LIKE TO THANK EVERYONE FOR ALL YOUR SUPPORT AND THE
09:53:32 STAFF.
09:53:32 THEY ARE RIGHT BEHIND ME HELPING ME ALL THE TIME.
09:53:35 DEPUTY CLERK, ADMINISTRATIVE ASSISTANT, EVERYONE HELPS ME
09:53:37 ALSO.
09:53:38 I'M NOT ALONE HERE.
09:53:39 THANK YOU AGAIN.
09:53:42 >>Mayor McLain: THANK YOU.
09:53:43 NEXT ON THE AGENDA, WE HAVE ALREADY APPROVED THE AGENDA.
09:53:46 WE'LL BE TAKING PUBLIC COMMENTS FROM ITEMS THAT ARE NOT ON

09:53:52 THE AGENDA.
09:53:54 YOU NEED TO COMPLETE A CARD AND YOU HAVE THREE MINUTES TO
09:54:03 SPEAK AND WE HOLD THAT PRETTY TIGHT.
09:54:05 ANYBODY TO SPEAK THIS MORNING?
09:54:06 >>Carol Sacco: YES, MAYOR.

09:54:07 WE DO.
09:54:07 THE FIRST IS MR. GARY ISRAEL, REPRESENTING THE ROTARY.
09:54:14 >> GOOD MORNING, HOW ARE YOU DOING?
09:54:16 >>Mayor McLain: GOOD.
09:54:17 >> I JUST WANT TO THANK EVERYBODY HERE.
09:54:20 WE HAD A VERY SUCCESSFUL LIGHT UP ESTERO ON SATURDAY NIGHT
09:54:24 AT THE COMMUNITY PARK.
09:54:26 EVERYTHING SEEMED TO WORK OUT IN OUR FAVOR.
09:54:29 WE HAD SOME TERRIFIC HELP FROM PEOPLE IN THIS ROOM AND YOU
09:54:32 KNOW WHO YOU ARE.
09:54:32 AND WE ARE INDEBTED.
09:54:34 WE HAD SERVICES OF VICE-MAYOR JOANNE RIBBLE TO HELP LIGHT
09:54:41 THE TREE.
09:54:41 IT'S BEAUTIFUL.
09:54:42 IT EVEN LOOKS MORE BEAUTIFUL HERE IN THE LOBBY.
09:54:45 BEAUTIFUL.
09:54:46 THANK YOU, JON, FOR HELPING US TO ACCOMPLISH THAT.
09:54:52 WE KIND OF HAD A PHENOMENON AT THIS EVENT.
09:54:56 FOR THE FIRST TIME I THINK IN ALL THE NINE YEARS WE'VE DONE
09:55:00 THIS, WE HAD A VERY YOUNG AUDIENCE.
09:55:04 WE DIDN'T RELY ON THE PEOPLE MY AGE TO ATTEND AND FILL THE
09:55:10 SEATS AND COMPLIMENT AFTER COMPLIMENT CAME FROM THE PARENTS,
09:55:15 ALL THREE OF OUR PERFORMING GROUPS WERE DELIVERED BY THEIR
09:55:18 PARENTS INSTEAD OF BY SCHOOL BUSES OR PUBLIC TRANSPORTATION,
09:55:23 AND IT MADE A HUGE DIFFERENCE.

09:55:25 THEY WERE SO EXCITED TO HAVE AN OPPORTUNITY TO ACTUALLY HEAR
09:55:30 THEIR CHILDREN PERFORM INSTEAD OF BEING IN A MASSIVE PLACE
09:55:33 WHERE THEY GOT SWALLOWED UP.
09:55:35 APPRECIATED COUNCILMAN ZALUCKI'S KIND GESTURE TO DONATE BACK
09:55:41 THE 50-50 MONIES THAT HE AND HIS WIFE WON IN THE RAFFLE
09:55:48 DRAWING.
09:55:48 WE JUST ARE SHY OF $10,000 RAISED FOR ESTERO HIGH SCHOOL
09:55:57 STUDENTS AND SCHOLARSHIPS.
09:55:58 SO THANK YOU ALL.
09:56:00 WE LOOK FORWARD TO NUMBER TEN.
09:56:01 >>Mayor McLain: THANK YOU, GARY, FOR YOUR EFFORT AND
09:56:04 RESULTS.
09:56:05 [APPLAUSE]
09:56:08 >>Carol Sacco: OUR NEXT ONE IS MR. JOHN QUIN, REPRESENTING
09:56:11 ESTERO FOREVER FOUNDATION.
09:56:19 >> I WANT TO THANK THE COUNCIL FOR YOUR TIME.

09:56:23 ESTERO COUNCIL WAS STARTED IN 2019.
09:56:27 >>Carol Sacco: YOU HAVE TO SPEAK --
09:56:28 >> IN JUNE --
09:56:31 >>Carol Sacco: THE MICROPHONE.
09:56:33 >> I'M SORRY.
09:56:33 IN JUNE OF THIS YEAR WE BECAME A 501(C)(3).
09:56:39 BACK IN AUGUST OF LAST YEAR, WE TOOK OVER THE MANAGEMENT,
09:56:47 ACTUALLY DID A START-UP AND TOOK OVER THE MANAGEMENT.
09:56:50 WE USED $40,000 OF OUR FUNDS IN ORDER TO DO SO.

09:56:56 WE EVENTUALLY RECOVERED THOSE FUNDS FROM REVENUE.
09:57:00 THE VILLAGE OF ESTERO ACTUALLY DID NOT HAVE TO REACH INTO
09:57:04 THEIR POCKET TO START REOPERATING THE GOLF COURSE.
09:57:09 OVER THAT PERIOD OF TIME, WE'VE GENERATED SUBSTANTIAL
09:57:12 MONIES.
09:57:15 BACK IN SEPTEMBER OF '22, WE RECEIVED A LETTER OF
09:57:23 AUTHORIZATION TO OPERATE.
09:57:28 AT THAT TIME, TALKED IN TERMS OF THE ATTORNEY DRAWING UP AN
09:57:32 AGREEMENT.
09:57:33 MORE RECENTLY AN ATTEMPT HAS BEEN TO PUT AN AGREEMENT
09:57:39 TOGETHER.
09:57:40 MY BOARD MET BASED ON THE INFORMATION RECEIVED FROM THE
09:57:44 ATTORNEY FOR OVER TWO HOURS ON THE FIRST OF DECEMBER.
09:57:49 I WAS INSTRUCTED BY THEM BY UNANIMOUS VOTE TO NOT ATTEND THE
09:57:57 WORKSHOP.
09:58:00 THE REASON WAS IT APPEARED THAT THE LANGUAGE WAS SUCH THAT
09:58:05 IT WOULD MAKE THE EFF, ESTERO FOREVER FOUNDATION,
09:58:09 SUBSERVIENT TO THE VILLAGE.
09:58:13 AND WE COULD NOT LET THAT HAPPEN.
09:58:15 IF WE'RE MISINTERPRETING THE LANGUAGE OR MISINTERPRETING
09:58:18 YOUR INTENT, WE ARE MORE THAN WILLING TO DISCUSS THAT.
09:58:24 BUT AT THIS PARTICULAR POINT IN TIME, WE WILL CONTINUE TO
09:58:28 OPERATE UNDER THE LETTER OF AUTHORIZATION AND TRY AND DO OUR
09:58:34 BEST FOR YOU FOLKS.
09:58:35 THANK YOU.

09:58:37 >>Mayor McLain: AS YOU KNOW, WE ARE HAVING A WORKSHOP ON
09:58:39 THIS ITEM AT THE END OF THIS MEETING.
09:58:42 WE WILL GET BACK TO YOU AND LET YOU KNOW HOW THAT ACTUALLY
09:58:47 WENT.
09:58:48 OBVIOUSLY HAVE SOME FURTHER DISCUSSIONS WITH YOU.
09:58:50 THANK YOU FOR --
09:58:54 >> THANK YOU VERY MUCH.
09:58:58 >>Carol Sacco: MR. GERARD GRIGGS OF RAPALLO.
09:59:03 THAT'S IT, MAYOR.
09:59:06 >>Mayor McLain: THANKS.
09:59:07 NEXT ON THE AGENDA IS THE CONSENT AGENDA, ITEM 5A.
09:59:10 THE ONLY ITEM ON THERE IS THE APPROVAL OF THE COUNCIL

09:59:14 MEETING MINUTES.
09:59:17 DO ANY COUNCIL MEMBERS HAVE AN ISSUE?
09:59:20 >> NO.
09:59:20 >>Mayor McLain: WOULD YOU LIKE TO MAKE THE MOTION TO
09:59:22 APPROVE?
09:59:23 COUNCILMAN FAYHEE AND GEORGE ZALUCKI HAS SECOND.
09:59:28 MADAM CLERK, PLEASE CALL THE ROLL.
09:59:31 >>Carol Sacco: WHO WAS THE SECOND?
09:59:32 >>Mayor McLain: THE SECOND IS GEORGE.
09:59:37 >>George Zalucki: AYE.
09:59:38 >>Jim Ward: AYE.
09:59:39 >>Rafael Lopez: AYE.
09:59:41 >>Lori Fayhee: AYE.

09:59:44 >>Larry Fiesel: AYE.
09:59:44 >>Vice-Mayor Ribble: AYE.
09:59:45 >>Mayor McLain: AYE.
09:59:46 NEXT ON THE AGENDA -- I HOPE I HAVE THIS IN THE RIGHT ORDER,
09:59:53 MADAM CLERK, IS IT 7A, ORDINANCE NUMBER 2023-09.
09:59:58 MADAM CLERK, WOULD -- HAS THIS ORDINANCE BEEN PROPERLY
10:00:02 ADVERTISED?
10:00:02 >>Carol Sacco: YES, MAYOR.
10:00:04 >>Mayor McLain: AS SUCH, WILL YOU PLEASE READ THE ORDINANCE?
10:00:07 >>Carol Sacco: ORDINANCE 2023-09, AN ORDINANCE OF THE
10:00:10 VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, AMENDING
10:00:12 SECTION 4-216 OF THE VILLAGE LAND DEVELOPMENT CODE TO REVISE
10:00:18 THE STANDARDS FOR DAY CARE STANDARD, MAKING RELATED FINDINGS
10:00:21 AND PROVIDING FOR SEVERABILITY, CODIFICATION AND AN
10:00:24 EFFECTIVE DATE.
10:00:27 >>Mayor McLain: STEVE, WOULD YOU LIKE TO INTRODUCE THIS
10:00:29 ITEM?
10:00:31 >>Steven Sarkozy: THANK YOU.
10:00:32 WHEN WE ADOPTED THE LAND DEVELOPMENT CODE, WE ANTICIPATED
10:00:35 THAT THERE WOULD BE PERIODIC ADJUSTMENTS OF SMALL SECTIONS
10:00:41 OF THE CODE.
10:00:43 IN THIS CASE, THIS IS THE PROPOSED SECOND READING FOR THIS
10:00:46 MODIFICATION TO REVISE STANDARDS FOR THE RECREATIONAL AREAS
10:00:52 AT DAY CARE CENTERS.
10:00:54 I'LL CALL ON OUR COMMUNITY DEVELOPMENT DIRECTOR, MARY GIBBS,

10:00:56 TO EXPLAIN IT FURTHER.
10:00:58 BUT THIS IS A VERY NARROW SCOPE AND CHANGE IN THE LAND
10:01:02 DEVELOPMENT CODE PERTAINING TO THIS ASPECT.
10:01:04 >>Mary Gibbs: GOOD MORNING.
10:01:06 THIS ORDINANCE RELATES TO CHILD DAY CARE CENTERS AND THE
10:01:11 AMOUNT OF OUTDOOR PLAY AREA SQUARE FOOTAGE REQUIRED FOR
10:01:15 THOSE DAY CARE AREAS.
10:01:20 RECENTLY, IT CAME TO OUR ATTENTION BECAUSE WE HAVE SEVERAL

10:01:23 DAY CARE CENTERS THAT ARE TRYING TO LOCATE IN THE VILLAGE
10:01:26 THAT THE OUTDOOR PLAY AREA THAT WE REQUIRED WAS VERY
10:01:29 RESTRICTIVE AND MUCH MORE THAN WHAT THE STATE STANDARD IS.
10:01:33 WE TOOK A LOOK AT THAT TO SEE WHERE IT CAME FROM.
10:01:38 OUR CONSULTANTS HAD RECOMMENDED 75 SQUARE FEET PER CHILD.
10:01:43 BASED ON SOME OTHER ORDINANCES THEY DID IN NORTH CAROLINA
10:01:46 AND A COUPLE NEAR ORLANDO.
10:01:49 BUT WE LOOKED AT IT AND WE THOUGHT THAT THE STATE STANDARDS
10:01:52 WERE MORE APPROPRIATE, SO WE WERE RECOMMENDING THAT AT FIRST
10:01:56 READING.
10:01:56 WHEN COUNCIL HAD THE FIRST READING ON NOVEMBER 15, YOU HAD
10:01:59 QUESTIONS ABOUT HOW THAT WAS TABULATED AND THEN THERE WAS
10:02:02 ALSO A QUESTION ABOUT THE FENCE HEIGHT.
10:02:04 SO WE WERE ASKED TO GO BACK AND LOOK AT WHAT BONITA SPRINGS
10:02:08 DID FOR OUTDOOR PLAY AREA AND CITY OF FORT MYERS.
10:02:12 SO WE CHECKED WITH THEM, AND THEY DO NOT HAVE ANY REGULATION
10:02:16 ON OUTDOOR PLAY AREAS FOR DAY CARES.

10:02:18 THEY BASICALLY GO BY THE STATE STANDARDS.
10:02:21 WHAT WE ARE RECOMMENDING IS THAT WE USE THE STATE STANDARD
10:02:27 FOR THE SQUARE FOOTAGE FOR THE OUTDOOR PLAY AREAS, AND THEN
10:02:31 WE'RE ALSO RECOMMENDING THAT WE CHANGE THE THREE AND A HALF
10:02:34 FOOT FENCE HEIGHT TO FOUR FEET, WHICH COUNCILMEMBER FAYHEE
10:02:38 BROUGHT UP AT THE LAST MEETING TO MATCH THE STATE STANDARD.
10:02:43 WE ALSO HAVE GOTTEN A COUPLE OF LETTERS OF SUPPORT THAT ARE
10:02:49 IN -- ATTACHED TO YOUR AGENDA ITEM.
10:02:52 I THINK WE HAVE SOMEBODY HERE TO SPEAK IN FAVOR OF THAT.
10:02:55 PLANNING, ZONING, AND DESIGN BOARD RECOMMENDED APPROVAL OF
10:02:58 IT.
10:02:59 SO ON THE ORDINANCE ITSELF, I THINK I MADE A SLIGHT MISTAKE.
10:03:03 I FORGOT TO STRIKE OUT THE THREE AND A HALF FEET FENCE
10:03:07 HEIGHT AND CHANGE THAT TO FOUR.
10:03:09 BUT THE OUTDOOR PLAY AREA WE WOULD BASICALLY SCRATCH OUT THE
10:03:12 75 SQUARE FEET PER CHILD AND JUST SAY PER STATE LAW, UNLESS
10:03:19 YOU HAVE ANY OTHER SUGGESTIONS.
10:03:23 >>Mayor McLain: DO ANY COUNCIL MEMBERS HAVE QUESTIONS?
10:03:29 >>Larry Fiesel: THE ONLY QUESTION I HAD, THREE AND A HALF
10:03:33 AND YOU CORRECTED.
10:03:34 >>Mary Gibbs: YES, I MISSED THAT.
10:03:37 >>Mayor McLain: DO WE HAVE ANY PEOPLE WHO WANT TO SPEAK
10:03:41 TODAY?
10:03:41 >>Carol Sacco: YES, WE DO.
10:03:42 WE HAVE ONE PUBLIC COMMENT.

10:03:43 WE DID SEND OUT AN E-COMMENT YESTERDAY AT 12:00 THAT YOU
10:03:47 RECEIVED.
10:03:51 >>Mayor McLain: I DIDN'T GO THROUGH THIS, BUT I WILL.
10:03:54 WE ACTUALLY OPENED THIS UP FOR PUBLIC COMMENTS BECAUSE THIS

10:04:00 IS AN ORDINANCE.
10:04:01 IF YOU MAKE COMMENTS, YOU NEED TO FILL OUT A SPEAKER CARD
10:04:04 AND YOU'RE LIMITED TO THREE MINUTES.
10:04:12 >>Carol Sacco: WE HAVE KATY BROOKIE FROM CELEBREE SCHOOLS.
10:04:17 >> GOOD MORNING.
10:04:18 KATY BURKEY FOR THE RECORD.
10:04:21 I REPRESENT CELEBREE SCHOOL.
10:04:22 THEY ARE A CONTRACT PURCHASER OF THE GOODWILL RETAIL AND
10:04:26 DONATION CENTER SITE AT 10351 CORKSCREW COMMONS DRIVE, AND
10:04:31 CELEBREE IS VERY MUCH IN SUPPORT OF THE PROPOSED CHANGES
10:04:34 BEFORE YOU TODAY FOR ALL THE REASONS OUTLINED IN THE
10:04:37 E-COMMENT CARD.
10:04:39 JUSTIN MIHALIK IS THE ARCHITECT FOR CELEBREE SCHOOLS, AND HE
10:04:43 IS A SPECIALIST IN DAY CARE DESIGNS AROUND THE COUNTRY.
10:04:46 BUT THE CURRENT STANDARD WHICH WAS PULLED FROM NORTH
10:04:49 CAROLINA IS JUST SIMPLY TOO BURDENSOME.
10:04:52 IT'S NEARLY DOUBLE THE STATE STANDARD.
10:04:54 AS AN UNINTENDED CONSEQUENCE OF THAT, IF IT STAYS AS
10:04:57 DRAFTED, IS YOU'RE GOING TO BE SEEING A LOT OF REQUESTS TO
10:05:01 HAVE EITHER THE OUTDOOR PLAY AREA ENCROACH INTO A REQUIRED
10:05:04 BUFFER OR SEEK REDUCTIONS OF PARKING FOR INFILL DEVELOPMENT

10:05:07 SITES.
10:05:07 SO THIS DEFERENCE TO THE STATE STANDARD IS VERY REASONABLE
10:05:14 FOR ALL THE REASONS WE DISCUSSED AT PLANNING AND ZONING TO
10:05:17 THE ENTIRE LICENSE CAPACITY OF THE SCHOOL IS NEVER ON THE
10:05:21 PLAYGROUND AT ONE TIME DUE TO TEACHER RATIOS AND A NUMBER OF
10:05:25 THINGS THAT GROUP SIMILARLY EACH CHILDREN TOGETHER.
10:05:27 WE VERY MUCH APPRECIATE YOUR CONSIDERATION OF THE CHANGE.
10:05:31 THANK YOU.
10:05:34 >>Mayor McLain: ANY OTHER COMMENTS?
10:05:35 >>Carol Sacco: NO, MAYOR.
10:05:36 >>Mayor McLain: NOW I WILL CLOSE THE PUBLIC COMMENT PORTION
10:05:40 OF THIS HEARING.
10:05:42 DO ANY OF THE COUNCIL MEMBERS HAVE QUESTIONS OR COMMENTS?
10:05:44 I SEE NONE, SO I WILL ENTERTAIN A MOTION TO APPROVE
10:05:50 ORDINANCE NUMBER 2023-09.
10:05:57 >>Larry Fiesel: I MAKE A MOTION TO APPROVE IT.
10:05:58 >>Mayor McLain: COUNCILMAN FIESEL HAS MADE THE MOTION,
10:06:01 SECONDED BY COUNCILMAN LOPEZ.
10:06:02 PLEASE CALL THE ROLL.
10:06:12 >>Larry Fiesel: AYE.
10:06:14 >>Lori Fayhee: AYE.
10:06:15 >>Rafael Lopez: AYE.
10:06:17 >>Jim Ward: AYE.
10:06:19 >>George Zalucki: AYE.
10:06:20 >>Vice-Mayor Ribble: AYE.

10:06:20 >>Mayor McLain: AYE.
10:06:22 NEXT ON-THE AGENDA IS THE SECOND READING, 7B, ORDINANCE
10:06:29 NUMBER 2023-08.
10:06:31 MADAM CLERK, HAS THE ORDINANCE BEEN PROPERLY ADVERTISED?
10:06:34 >>Carol Sacco: YES, MAYOR.
10:06:35 >>Mayor McLain: PLEASE READ THE ORDINANCE.
10:06:37 >>Carol Sacco: ORDINANCE 2023-08, AN ORDINANCE OF THE
10:06:41 VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, AMENDING
10:06:44 SECTION 5-204 OF THE VILLAGE LAND DEVELOPMENT CODE TO REVISE
10:06:51 THE STANDARDS FOR HOTEL PARKING; MAKING RELATED FINDINGS;
10:06:55 AND PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN
10:06:58 EFFECTIVE DATE.
10:06:59 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
10:07:03 THIS AGAIN IS ANOTHER MODIFICATION TO THE LAND DEVELOPMENT
10:07:07 CODE CORRECTING PARKING STANDARDS FOR HOTEL AND MOTEL USE.
10:07:11 AGAIN, I'LL TURN IT OVER TO MARY GIBBS TO EXPLAIN THE
10:07:14 MODIFICATION.
10:07:18 >>Mary Gibbs: GOOD MORNING AGAIN.
10:07:19 WE DISCOVERED THAT WE HAD A MISTAKE IN OUR LAND DEVELOPMENT
10:07:25 CODE.
10:07:25 IN OUR ORIGINAL LAND DEVELOPMENT CODE, WE HAD HOTEL PARKING
10:07:28 WAS REQUIRED 1.2 SPACES FOR EACH ROOM.
10:07:31 BUT THEN WHEN WE REALIZED WE HAD TRANSPOSED THE NUMBERS WHEN
10:07:36 WE DID THE NEW CODE AND IT'S LIKE ONE SPACE PER 1.2 ROOMS.
10:07:39 WE THOUGHT IT WAS JUST A CORRECTION, AND WE WERE PROCEEDING

10:07:44 WITH THAT.
10:07:45 SUBSEQUENTLY TO THE FIRST READING, WE GOT A LETTER FROM AN
10:07:49 ATTORNEY FROM MIROMAR THAT POINTED OUT THAT THERE WAS SOME
10:07:52 LEGISLATION THAT HAD BEEN PASSED THAT AFFECTS ONLY THE
10:07:56 COUNTIES THAT WERE AFFECTED BY HURRICANES, AND THAT THE
10:07:59 LEGISLATION SAYS YOU CANNOT IMPOSE MORE RESTRICTIVE CHANGES
10:08:04 TO YOUR CODE FOR A YEAR.
10:08:06 SO WE WERE INVESTIGATING THAT AND WE WENT BACK AND LOOKED.
10:08:09 WE FOUND OUT THAT JUST A COUPLE OF WEEKS AGO, TWO OR THREE
10:08:12 WEEKS AGO, THE GOVERNOR HAD SIGNED SOME NEW LEGISLATION THAT
10:08:15 WAS IN AN APPROPRIATIONS BILL THAT ACTUALLY EXTENDED THAT
10:08:19 PROHIBITION ON ADOPTING MORE RESTRICTIVE LANGUAGE FOR TWO
10:08:24 MORE YEARS, BUT ONLY AFFECTING TEN COUNTIES -- COUNTIES AND
10:08:28 CITIES.
10:08:28 WE'RE ONE OF THE AFFECTED AREAS.
10:08:30 ONCE WE WENT BACK AND LOOKED AT THAT, THE VILLAGE ATTORNEY
10:08:33 AND I LOOKED AT THAT AND SAID, OKAY, WE ARE STILL
10:08:36 RECOMMENDING THAT WE APPROVE THE ORDINANCE CHANGE, BUT WE
10:08:40 WOULD MAKE THE EFFECTIVE DATE OCTOBER 1st, 2026, WHICH
10:08:43 COMPLIES WITH THE NEW LEGISLATION.
10:08:48 >> ANY QUESTIONS FROM COUNCIL?
10:08:49 NO QUESTIONS.

10:08:54 THE CHAIR NOW WILL OPEN THE HEARING FOR PUBLIC COMMENTS.
10:08:56 DO WE HAVE ANY SIGNED UP TO SPEAK?
10:09:00 >>Carol Sacco: WE HAVE NONE AND NO E-COMMENTS.

10:09:02 >>Mayor McLain: NO E-COMMENTS EITHER.
10:09:04 NOW I'LL CLOSE THE PUBLIC COMMENT PORTION OF THIS HEARING.
10:09:08 NOW I'M LOOKING FOR A MOTION TO APPROVE ORDINANCE 2023-08.
10:09:18 >>Lori Fayhee: MAY I ASK A QUESTION?
10:09:19 MARY, BY THE DATE OF 2026, IS THAT WHAT YOU SAID?
10:09:27 >>Mary Gibbs: CORRECT.
10:09:28 >>Lori Fayhee: DOES THAT MEAN THAT MIROMAR, FOR EXAMPLE,
10:09:33 WILL LEAVE THEIR PARKING SPACES AS IS?
10:09:37 >>Mary Gibbs: WHAT THAT MEANS IS ANY HOTEL APPLICATION THAT
10:09:39 COMES IN BEFORE THAT DATE WILL BE REVIEWED WITH THE LESS
10:09:44 RESTRICTIVE PARKING.
10:09:45 WE THINK THE PARKING ISN'T QUITE ENOUGH, BUT WE CAN'T MAKE
10:09:50 ANYBODY COMPLY UNTIL OCTOBER 1, 2026.
10:09:54 MIROMAR MAY HAVE AN APPLICATION.
10:09:57 WE GOT SOMEBODY ELSE ASKING ABOUT A HOTEL AT COCONUT POINTE.
10:10:00 THERE MAY BE A COUPLE THAT COME IN.
10:10:02 THEY'LL GET THE BONUS OF A LITTLE BIT LESS PARKING.
10:10:05 THE ONE ADVANTAGE, THOUGH, OF THOSE CASES IN PARTICULAR IS
10:10:10 BEING IN PARKING LOTS, YOU'VE GOT LIKE A LARGE AMOUNT OF
10:10:13 PARKING.
10:10:15 PRACTICALLY SPEAKING, IT SHOULDN'T REALLY CREATE A PROBLEM
10:10:18 FOR US.
10:10:19 >>Lori Fayhee: PERFECT.
10:10:20 THANK YOU SO MUCH.
10:10:21 >>Mayor McLain: THANK YOU.

10:10:22 NOW I'LL LOOK FOR A MOTION.
10:10:26 VICE-MAYOR MADE A MOTION TO ACCEPT IT WITH THE CHANGES, ALL
10:10:30 THAT YOU MENTIONED.
10:10:31 NOW I'M LOOKING FOR A SECOND.
10:10:32 SECOND BY COUNCILMAN FIESEL.
10:10:36 MADAM CLERK, WOULD YOU PLEASE TAKE THE ROLL.
10:10:40 >>George Zalucki: AYE.
10:10:41 >>Jim Ward: AYE.
10:10:43 >>Rafael Lopez: AYE.
10:10:45 >>Lori Fayhee: AYE.
10:10:46 >>Larry Fiesel: AYE.
10:10:47 >>Vice-Mayor Ribble: AYE.
10:10:49 >>Mayor McLain: AYE.
10:10:49 THE NEXT ITEM ON THE AGENDA IS ITEM 8A, LEE COUNTY MPO
10:10:55 CITIZEN ADVISORY COMMITTEE APPOINTMENT.
10:10:57 STEVE, WILL YOU PLEASE INTRODUCE THIS ITEM?
10:11:01 >>Steven Sarkozy: THANK YOU, MAYOR.
10:11:02 MEMBERS OF COUNCIL.

10:11:04 THE MUNICIPAL PLANNING ORGANIZATION, OR THE LEE COUNTY MPO,
10:11:10 HAS A CITIZEN ADVISORY COMMITTEE THAT HELPS IN REVIEW OF THE
10:11:15 MANY TRANSPORTATION PROJECTS PRIMARILY THAT THEY OVERSEE.
10:11:21 THE MPO BOARD WORKS WITH THIS ADVISORY COMMITTEE ON THE
10:11:28 FLORIDA DEPARTMENT OF TRANSPORTATION WORK PROGRAM.
10:11:32 BECAUSE THERE'S A LOT OF WORK IN ADVANCE OF ITEMS COMING TO
10:11:39 THE FULL MPO BOARD, IT'S IMPORTANT THAT WE HAVE SOMEBODY IN

10:11:43 THE CITIZEN ADVISORY COMMITTEE ROLE.
10:11:48 TODAY, THE COUNCIL HAS ASKED TO CONSIDER MARK NOVITSKI AS
10:11:54 OUR REPRESENTATIVE TO THE LEE COUNTY MPO ADVISORY COMMITTEE.
10:11:57 MOST OF US KNOW MARK AS BEING AN ACTIVE MEMBER IN THE
10:12:04 COMMUNITY HAVING BEEN ON A NUMBER OF DIFFERENT LOCAL BOARDS
10:12:06 OR CITIZEN ADVISORY COMMITTEES.
10:12:09 HE'S INDICATED AN INTEREST.
10:12:10 HE'S INDICATED THAT HE HAS TIME.
10:12:13 SO THIS ITEM COMES BEFORE THE COUNCIL TO HELP SUPPORT HIS
10:12:17 APPLICATION SHOULD YOU WISH TO GO.
10:12:21 >>Mayor McLain: THANK YOU.
10:12:22 DOES COUNCIL HAVE ANY QUESTIONS?
10:12:25 WE DO HAVE MARK HERE TODAY, BUT I THINK HIS RESUM PRETTY
10:12:31 MUCH SPEAKS FOR ITSELF.
10:12:33 I'VE KNOWN MARK SIX, SEVEN YEARS IN A VARIETY OF MEETINGS
10:12:38 I'VE BEEN TO.
10:12:40 MARK IS VERY KNOWLEDGEABLE ABOUT WHAT'S GOING ON NOT ONLY IN
10:12:44 THE VILLAGE OF ESTERO, BUT I THINK OF ALL OF LEE COUNTY,
10:12:47 WHICH I THINK IS IMPORTANT IN THIS ADVISORY GROUP IN HERE.
10:12:51 HE DOES HIS HOMEWORK.
10:12:54 HE'S NOT AFRAID TO SPEAK HIS MIND AND I THINK THAT'S REALLY
10:12:58 IMPORTANT IN THESE ADVISORY ROLES.
10:13:00 I THINK HE IS A VERY GOOD CANDIDATE.
10:13:05 ANY OTHER COUNCIL MEMBERS HAVE A COMMENT?
10:13:08 >>Jim Ward: I'VE KNOWN MARK AS WELL OVER THE YEARS, AND WE

10:13:10 HAVE RECENTLY COLLABORATED TOGETHER ON A NUMBER OF SCHOOL
10:13:15 BOARD FINANCIAL ISSUES.
10:13:16 AND I KNOW MARK HAS BEEN ACTIVELY INVOLVED WITH THAT AND
10:13:20 MANY OF HIS SUGGESTIONS HAVE BEEN IMPLEMENTED AT THE SCHOOL
10:13:25 BOARD FINANCE COMMITTEE.
10:13:26 I HIGHLY RECOMMEND MARK TO THIS POSITION.
10:13:31 >>Mayor McLain: THANK YOU.
10:13:31 ANY OTHER COMMENTS?
10:13:33 >>George Zalucki: THANK YOU, MAYOR.
10:13:34 YES, I TOO HAVE WORKED WITH MARK IN DIFFERENT ORGANIZATIONS.
10:13:38 MARK DEFINITELY KEEPS HIS FINGERS ON THE PULSE OF NOT ONLY
10:13:41 ESTERO BUT LEE COUNTY.
10:13:42 MARK, WE APPRECIATE EVERYTHING YOU DO.
10:13:44 HIS FEEDBACK IS VERY VALUABLE I FOUND.

10:13:47 HE'S ALSO ACTIVE IN EAST CORKSCREW ALLIANCE COMMUNITY AS
10:13:51 WELL.
10:13:51 I SPEAK IN FAVOR OF APPOINTING MARK TO THIS POSITION.
10:13:55 >>Mayor McLain: THANK YOU.
10:13:55 MADAM CLERK, DO WE HAVE ANYONE SIGNED UP TO SPEAK?
10:13:59 >>Carol Sacco: NO, MAYOR, WE DO NOT, AND NO E-COMMENTS.
10:14:02 >>Mayor McLain: I WILL NOW ENTERTAIN A MOTION REGARDING THIS
10:14:05 ITEM.
10:14:08 >>George Zalucki: MR. MAYOR, I WOULD LIKE TO MAKE A MOTION
10:14:10 FOR APPROVAL.
10:14:11 >>Mayor McLain: MOTION BY COUNCILMAN ZALUCKI AND SECONDED BY

10:14:16 COUNCILMAN JIM WARD.
10:14:17 MADAM CLERK, WOULD YOU PLEASE TAKE THE ROLL.
10:14:20 >>Larry Fiesel: AYE.
10:14:22 >>Lori Fayhee: AYE.
10:14:23 >>Rafael Lopez: AYE.
10:14:25 >>Jim Ward: AYE.
10:14:27 >>George Zalucki: AYE.
10:14:29 >>Vice-Mayor Ribble: AYE.
10:14:31 >>Mayor McLain: AYE.
10:14:31 THE NEXT ITEM ON THE AGENDA IS 8B, APPROVAL OF CONSTRUCTION
10:14:36 MANAGER AT RISK AGREEMENT BETWEEN THE VILLAGE AND WRIGHT
10:14:40 CONSTRUCTION GROUP, INCORPORATED.
10:14:43 STEVE, WOULD YOU PLEASE INTRODUCE THIS ITEM?
10:14:45 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
10:14:46 THIS HAS TO DO WITH THE SPORTS ENTERTAINMENT CENTER THAT
10:14:52 WE'RE DEVELOPING ON WILLIAMS ROAD.
10:14:57 WHAT WE'RE TRYING TO DO IS TO ADVANCE THE CONSTRUCTION OF
10:15:01 THIS PROJECT AS QUICKLY AS POSSIBLE TO SEE THAT THE
10:15:05 CONSTRUCTION OF THE PUBLIC ELEMENTS, AS WELL AS THE PRIVATE,
10:15:09 CAN OCCUR AS SOON AS POSSIBLE SO THAT THE BUILDING AND
10:15:12 OPERATIONS CAN OPEN IN NOVEMBER/DECEMBER OF 2024.
10:15:18 THE CONSTRUCTION MANAGER AT RISK PROCESS IS NEW TO THE
10:15:24 VILLAGE.
10:15:26 IT'S A WAY OF AN -- AN ALTERNATIVE WAY OF EXPEDITING
10:15:31 PROJECTS INSTEAD OF THE DESIGN-BUILD PROCESS, WHICH IS KIND

10:15:35 OF THE TRADITIONAL APPROACH IN GOVERNMENT.
10:15:38 THIS PROCESS WORKS VERY WELL AND, FRANKLY, IF WE CAN MAKE IT
10:15:42 WORK HERE, WE WOULD LIKE TO REPLICATE THIS ON OTHER PROJECTS
10:15:46 THROUGHOUT THE VILLAGE.
10:15:47 BUT I WOULD LIKE TO CALL ON DAVID WILLEMS TO DESCRIBE THE
10:15:52 PROCESS THAT WE'VE GONE THROUGH AND THE OUTCOME AND THEN THE
10:15:59 NEXT STEPS IN THIS.
10:16:01 >>David Willems: GOOD MORNING.
10:16:02 SO HERE BEFORE YOU IS THE CONSTRUCTION MANAGER AT RISK
10:16:06 CONTRACT.

10:16:07 THIS IS A FOLLOW-UP TO THE MEETING COUNCIL HAD PREVIOUSLY
10:16:12 WHERE VILLAGE STAFF SHORT-LISTED FIRMS THAT HAD SUBMITTED
10:16:17 PROPOSALS TO THE VILLAGE, AND COUNCIL APPROVED THE VILLAGE
10:16:20 STAFF NEGOTIATING THE CONTRACT WITH THE NUMBER ONE RANKED
10:16:24 FIRM, WHICH IS WRIGHT CONSTRUCTION.
10:16:26 THEY HAVE A LOT OF EXPERIENCE DOING THIS EXACT TYPE OF WORK
10:16:28 FOR PUBLIC ENTITIES.
10:16:29 BEFORE YOU IS CONSTRUCTION MANAGER AT RISK CONTRACT.
10:16:33 AS STEVE MENTIONED, IT'S A LITTLE DIFFERENT THAN THE WAY
10:16:36 WE'VE DONE THINGS BEFORE.
10:16:37 THE WAY MAYBE SOME OF THE COUNCIL MEMBERS HAVE HEARD OF
10:16:41 CONSTRUCTION MANAGER.
10:16:42 CONSTRUCTION MANAGER IN AND OF ITSELF IS A LOT OF TIMES,
10:16:45 THEY ARE JUST A CONSULTANT.
10:16:46 THEY ARE A CONSULTANT FOR THE VILLAGE AND THEY ARE HELPING

10:16:50 THE VILLAGE KIND OF BE THE GO-BETWEEN TO THE CONTRACTORS.
10:16:53 THIS CONSTRUCTION MANAGER AT RISK IS A LITTLE BIT DIFFERENT
10:16:57 IN THAT AT THE BEGINNING OF THE PROJECT THEY ARE GOING TO BE
10:16:59 OUR CONSULTANT AND THEY ARE GOING TO WORK WITH US AND THE
10:17:02 ENGINEER TO TRY TO COME UP WITH THE MOST COST-EFFECTIVE
10:17:05 PROJECT.
10:17:06 THE ADVANTAGE OF THIS IS WE ACTUALLY HAVE A CONTRACTOR
10:17:08 WORKING WITH US AS WE'RE DESIGNING IT TO MAKE SURE WE'RE
10:17:12 DOING IT THE BEST WAY THAT WE CAN.
10:17:13 THEN AFTER THE CONSTRUCTION PLANS ARE FINISHED, THEY ARE
10:17:18 ACTUALLY GOING TO GIVE US A COST AND A SCHEDULE FOR THE
10:17:21 PROJECT.
10:17:22 WE'RE GOING TO BRING THAT BACK TO VILLAGE COUNCIL, GET
10:17:24 COUNCIL'S APPROVAL, AND THEN AT THAT POINT IT IS ON THE
10:17:28 CONSTRUCTION MANAGER AT RISK TO GET THE PROJECT DONE FOR
10:17:30 THAT AMOUNT OF MONEY AND ON THAT SCHEDULE.
10:17:33 ANOTHER WAY THAT IT HELPS THE VILLAGE IS IT TAKES STAFF,
10:17:39 ALLOWS STAFF TO STEP BACK A LITTLE BIT.
10:17:41 IF STAFF HAD TO MANAGE THIS PROJECT, IT WOULD BE VERY
10:17:46 DIFFICULT WITH THE LIMITED STAFF WE HAVE.
10:17:47 IT ACTUALLY HELPS US FIT IN WITH THE GOVERNMENT-LIGHT MODEL.
10:17:50 WHAT YOU HAVE BEFORE YOU RIGHT NOW IS THE CM AT RISK
10:17:55 CONTRACT, APPROVAL OF KIND OF THE FIRST PHASE OF THAT, WHICH
10:17:58 IS THE PRECONSTRUCTION CONSULTING SERVICES.
10:18:01 SO THIS FIRST PHASE, THAT'S WHAT YOU'RE APPROVING.

10:18:04 SUBSEQUENT TO THIS, LIKELY IN JANUARY OR SO, WE'RE GOING TO
10:18:07 COME BACK AND WE'RE GOING TO ACTUALLY HAVE A HARD COST FOR
10:18:11 THE FIRST PHASE OF CONSTRUCTION, WHICH WILL LIKELY BE THE
10:18:15 LAND CLEARING EARTH WORK AND FILLING.
10:18:19 AND THEN AFTER THAT, WE'LL HAVE A KIND OF PHASE TWO, WHICH
10:18:23 WILL BE THE REST OF THE PROJECT, AND THAT WILL ALSO BE A CM

10:18:26 AT RISK.
10:18:26 WITH THAT, I CAN ANSWER ANY QUESTIONS YOU MIGHT HAVE ABOUT
10:18:29 THE PROCESS OR THE PROJECT.
10:18:31 >>Mayor McLain: COUNCIL HAVE ANY QUESTIONS, COMMENTS?
10:18:33 YOU'RE OFF THE HOOK.
10:18:35 OH, I GUESS NOT.
10:18:37 >>Vice-Mayor Ribble: ARE WE APPROVING MONIES FOR THIS AT
10:18:40 THIS POINT?
10:18:41 >>David Willems: YES.
10:18:42 THE 86,000 IS WHAT'S INCLUDED IN THIS.
10:18:45 WE WOULD COME BACK -- THIS IS REALLY THEIR CONSULTING FEE TO
10:18:48 HELP WITH THE DESIGN --
10:18:50 >>Vice-Mayor Ribble: THE CONSTRUCTION FEE.
10:18:51 >>David Willems: YES.
10:18:54 >>Mayor McLain: MADAM CLERK, DO WE HAVE ANYONE TO SPEAK --
10:18:58 SORRY, LARRY.
10:18:59 >>Larry Fiesel: THE FIRST PHASE OF THIS IS THE SITE WORK,
10:19:02 UTILITIES AND SO FORTH, PAD READY.
10:19:05 ONCE THE TWO ENTITIES THAT ARE GOING, THAT WE HAVE MOVING TO

10:19:08 THE PROPERTY, DO THEY MANAGE THEIR OWN CONSTRUCTION OR DOES
10:19:12 THE CONSTRUCTION OF THEIR FACILITIES FALL UNDER THIS
10:19:15 CONTRACT?
10:19:15 >>David Willems: NO.
10:19:16 THEY WOULD MANAGE THEIR OWN CONSTRUCTION.
10:19:18 SO THE VILLAGE WILL BE SELLING A PORTION OF PROPERTY TO
10:19:21 THOSE ENTITIES.
10:19:23 EVERYTHING THAT FALLS WITHIN THAT PROPERTY WILL BE ON THOSE
10:19:27 THIRD PARTIES TO ACTUALLY BUILD, PERMIT, AND GET THEIR OWN
10:19:32 CONTRACTOR.
10:19:33 >>Larry Fiesel: THANK YOU.
10:19:33 >>Mayor McLain: OUR ATTORNEY HAS COMMENTS.
10:19:35 >>Robert Eschenfelder: TO FURTHER FOLLOW UP ON THAT, SO
10:19:38 YOU'LL RECALL THAT WE'VE BEEN WORKING AND THE VILLAGE
10:19:42 CONSULTANT, MR. COMPARATO HAVE BEEN WORKING WITH THE
10:19:45 ENTITIES THAT WILL OPERATE.
10:19:46 YOU'LL BE SEEING HOPEFULLY SOON SEPARATE AGREEMENTS WITH
10:19:51 THEM THAT IS THE TRANSACTION THAT CONVEYS THE PROPERTY.
10:19:55 AND IN THAT AGREEMENT, YOU'LL SEE WHAT THEIR RESPONSIBILITY
10:19:57 IS FOR CONSTRUCTING THEIR PARCEL.
10:20:01 BASICALLY THE MODEL IS THEY GET THE PARCEL AND IT'S THEIR
10:20:04 RESPONSIBILITY TO BUILD THEIR FACILITY.
10:20:06 WHAT WE'RE DOING HERE WITH THIS PROJECT IS ALL OF THE COMMON
10:20:10 AREA STUFF, BASICALLY, THE PARKING LOT, STORMWATER AND SO
10:20:13 FORTH.

10:20:13 I ALSO WANT TO POINT OUT THAT YOUR FORM OF MOTION, YOU'RE
10:20:18 NOT ONLY APPROVING THIS AGREEMENT BUT ALSO AUTHORIZING THE

10:20:21 VILLAGE MANAGER TO EXECUTE ANY SUBSEQUENT DOCUMENTS OR
10:20:25 AMENDMENTS THAT MAY BE REQUIRED THAT DON'T INVOLVE THE
10:20:29 APPROVAL OF ADDITIONAL MONEY.
10:20:31 WE REALLY WANTED TO EXPEDITE AND WRIGHT CONSTRUCTION WAS
10:20:37 VERY GOOD IN WORKING WITH US TO GET THE CONTRACT DOCUMENT
10:20:40 TOGETHER, BUT THERE MAY BE SOME TWEAKING AND CLARIFICATIONS
10:20:42 THAT WE NEED JUST ON TERMINOLOGY OR SCOPE OF SERVICE AND
10:20:45 WHATNOT.
10:20:45 SO THE MOTION ALLOWS THE MANAGER, I WOULD TYPE UP AN
10:20:49 AMENDMENT, AND HE WOULD BE ABLE TO SIGN IT.
10:20:52 BUT THERE WOULD BE NO MONEY INCREASES.
10:20:55 AS MR. WILLEMS SAID, COME BACK TO YOU.
10:20:58 JUST TO CLARIFY.
10:20:59 >>Mayor McLain: THANK YOU.
10:20:59 ANY OTHER QUESTIONS?
10:21:02 >>Jim Ward: WHAT RESPONSIBILITY, IF ANY, DO THEY HAVE IN
10:21:06 COORDINATING AND WORKING WITH THE THIRD-PARTY CONTRACTORS
10:21:09 THAT EITHER CHICKEN AND PICKLE OR HIGH 5 BRING IN.
10:21:15 DO THEY HAVE A RESPONSIBILITY TO COORDINATE THOSE EFFORTS?
10:21:19 >>David Willems: WELL, THE RESPONSIBILITY IS -- THIS FIRST
10:21:22 PHASE, THEY ARE FILLING THE ENTIRE SITE, WHICH INCLUDES THE
10:21:25 THIRD PARTY PARCELS.
10:21:27 IT'S GETTING IT TO THE LEVEL THAT THEY NEED.

10:21:29 THE OTHER PART OF COORDINATION WILL BE CONNECTING THE
10:21:31 UTILITIES.
10:21:31 SO THEY WILL BE INTERFACED AT THEIR PROPERTY LINE, BETWEEN
10:21:36 OUR PROJECT AND THEIR PROJECT.
10:21:38 SO ALL OF THAT IS INCLUDED IN THE PROJECT.
10:21:40 AND THEN THERE WILL BE -- WE CAN GET INTO THE DETAIL WITH
10:21:45 THEM WHEN WE GET TO THAT ACTUAL CONSTRUCTION PART, BUT THERE
10:21:49 WILL BE COORDINATION WITH STAGING AND THINGS LIKE THAT
10:21:52 BECAUSE THEY ARE BOTH GOING TO BE OUT THERE AT THE SAME
10:21:54 TIME.
10:21:57 >>Jim Ward: DID HE HAVE ANY RESPONSIBILITY ENSURING THAT THE
10:21:59 TIMELINES ARE SUCH THAT WE CAN GET CHICKEN N PICKLE, FOR
10:22:04 EXAMPLE, TO OPERATE, OPEN IN THE FALL OF '24?
10:22:07 >>David Willems: THAT'S KIND OF PART -- WHY WE WANTED TO GO
10:22:11 WITH CMAR.
10:22:13 WHEN WE GET TO THAT PRICE, IT INCLUDES A SCHEDULE.
10:22:15 IT'S GETTING IT DONE AND GETTING IT DONE ON TIME AND FOR
10:22:20 THAT PRICE.
10:22:22 >>Jim Ward: OKAY.
10:22:23 THANK YOU.
10:22:23 >>Mayor McLain: ANY OTHER QUESTIONS?
10:22:24 NO QUESTIONS.
10:22:25 DO WE HAVE ANYONE SIGNED UP?
10:22:27 >>Carol Sacco: NO, MAYOR, WE DO NOT.

10:22:28 >>Mayor McLain: NOBODY SIGNED UP TO SPEAK, SO I WILL TAKE A

10:22:31 MOTION ON THIS ITEM.
10:22:34 ANY MOTIONS?
10:22:34 COUNCIL PERSON FAYHEE HAS MADE THE MOTION, SECONDED BY
10:22:40 VICE-MAYOR RIBBLE.
10:22:41 MADAM CLERK, PLEASE CALL THE ROLL.
10:22:46 >>George Zalucki: AYE.
10:22:47 >>Jim Ward: AYE.
10:22:49 >>Rafael Lopez: AYE.
10:22:50 >>Lori Fayhee: AYE.
10:22:52 >>Larry Fiesel: AYE.
10:22:53 >>Vice-Mayor Ribble: AYE.
10:22:54 >>Mayor McLain: AYE.
10:22:56 NEXT ON THE AGENDA IS ITEM 8C, RIVER OAKS PRESERVE
10:23:03 PRELIMINARY DESIGN CONTRACT.
10:23:05 STEVE, WOULD YOU LIKE TO INTRODUCE THIS ITEM?
10:23:07 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
10:23:09 AS YOU ARE AWARE, THE VILLAGE HAS SUBMITTED A GRANT FOR THE
10:23:15 UPGRADE OF THE RIVER OAKS PRESERVE TO THE STATE LEGISLATURE.
10:23:21 IN THE EVENT THAT WE ARE SUCCESSFUL IN THAT EFFORT, WE'RE
10:23:27 GOING TO NEED TO FOLLOW THROUGH ON THE SCOPE AND THE WORK
10:23:31 PLAN THAT'S OUTLINED IN THAT GRANT.
10:23:34 ESSENTIALLY THE GRANT OFFERS UP THE CHANCE FOR US TO IMPROVE
10:23:39 OR REFINE SOME OF THE ELEMENTS IN THE PARK, NOT REALLY
10:23:45 CHANGING THE SCOPE AT ALL, BUT CREATING THE MASTER PLAN SO
10:23:51 THAT EVERYONE KNOWS WHAT'S HAPPENING.

10:23:53 THERE IS CONCERN AMONG SOME OF THE ADJOINING COMMUNITIES
10:23:59 THAT WE'RE CHANGING THE SCOPE AND THAT'S NOT THE INTENT AT
10:24:01 ALL.
10:24:02 WE'RE VERY CONCERNED THAT THIS REMAIN A PRESERVE AND THAT
10:24:08 IT'S GOING TO BE A LOW-DENSITY PARK AND MORE OF A PASSIVE
10:24:12 PARK.
10:24:12 BUT WE HAVE ELEMENTS IN THE PARK THAT ARE JUST NOT UP TO THE
10:24:16 VILLAGE STANDARD.
10:24:17 AS AN EXAMPLE, WE'VE GOT SOME STORAGE CONTAINERS OUT THERE
10:24:25 THAT ARE SERVING A SHORT-TERM PURPOSE.
10:24:27 AND THAT, FRANKLY, IS NOT UP TO EVEN VILLAGE CODE.
10:24:30 SO THERE ARE SOME THINGS THAT ARE PLANNED, INCLUDING
10:24:34 UTILITIES INTO THE SITE THAT MAKE IT MORE USABLE.
10:24:37 AND THIS PROPOSAL HERE ALLOWS US TO ENGAGE A DESIGN FIRM TO
10:24:42 HELP US OUT ON THAT.
10:24:43 SO I'LL TURN THAT OVER TO DAVID WHO CAN EXPLAIN THE
10:24:47 KIMLEY-HORN CONNECTION AND THE SCOPE OF SERVICES.
10:24:53 >>David Willems: I'LL BE PRETTY BRIEF, BUT WE HAVEN'T WORKED
10:24:56 WITH KIMLEY-HORN FOR A WHILE.
10:24:58 SO WE LOOKED AT OUR CONTINUING SERVICES CONTRACT, AND WE

10:25:01 HAVE A LIST OF FIRMS THAT WE CAN HIRE FOR THIS TYPE OF
10:25:03 PROJECT.
10:25:04 THERE WERE A FEW FIRMS THAT DO PARK-TYPE OF FACILITIES, BUT
10:25:08 FOR KIMLEY-HORN, WE HAVEN'T WORKED WITH THEM RECENTLY, BUT
10:25:11 ELIZABETH MANLEY, WHO IS OUR POINT OF CONTACT, SHE WAS VERY

10:25:16 INVOLVED IN THE PARKS AND REC MASTER PLAN, AND SHE'S ALSO
10:25:19 HELPED US IN SEVERAL OTHER PROJECTS SUCH AS SOME OF THE SITE
10:25:23 PLANNING THAT YOU'VE SEEN FOR THE ESTERO HIGH SCHOOL
10:25:26 RECREATIONAL, THAT SITE PLAN YOU SAW, SHE DID THAT.
10:25:30 SO SHE'S VERY EXPERIENCED WITH PARK PLANNING.
10:25:33 SHE ACTUALLY KNOWS OUR MASTER PLAN VERY WELL.
10:25:35 SO THAT'S WHY WE SELECTED THEM TO WORK WITH US ON THIS.
10:25:38 WORKING UNDER HER WOULD BE MHK ARCHITECTS, A LOCAL FIRM
10:25:46 THAT'S VERY WELL-RESPECTED.
10:25:48 WHAT THEY'LL DO IS THE GARAGE FACILITY AND RESTROOM
10:25:51 FACILITY.
10:25:51 THEY'LL KIND OF LAY THAT OUT AND DESIGN IT AND MAKE SURE
10:25:53 THAT IT FITS IN WITH WHAT'S REQUIRED FOR THE VILLAGE.
10:25:57 THIS IS REALLY A FIRST-STEP PRELIMINARY DESIGN.
10:26:02 THERE ARE PUBLIC MEETINGS INCLUDED IN THIS.
10:26:04 I KNOW SOME OF THE RESIDENTS ARE CONCERNED ABOUT WHAT'S
10:26:07 GOING TO HAPPEN ON THIS PROPERTY, BUT WITH IT BEING ONLY TEN
10:26:10 ACRES, THERE'S REALLY ONLY SO MUCH YOU CAN DO.
10:26:13 IT WOULD BE VERY LIMITED.
10:26:15 THERE MAY BE SOME PATHS CROSSING OVER THE RIVER, BUT WE WILL
10:26:18 BE MEETING WITH ALL THE RESIDENTS, MAKING SURE WE GET THEIR
10:26:21 INPUT AND MAKING SURE THAT THEY ARE COMFORTABLE WITH WHAT
10:26:24 WE'RE DOING.
10:26:25 BECAUSE WHAT WE DON'T WANT TO DO, WE HAVE A PARK AND THEN
10:26:28 PEOPLE'S BACKYARD IS RIGHT THERE AND DO SOMETHING THAT'S

10:26:30 GOING TO IMPACT THEM.
10:26:31 WE UNDERSTAND THAT THEY ARE CONCERNED, BUT THIS IS REALLY
10:26:34 THE FIRST STEP TO REALLY REFINE WHAT'S GOING TO BE DONE ON
10:26:38 THE PROPERTY AND LOVE TO GET THEIR INPUT.
10:26:42 >>Mayor McLain: QUESTIONS.
10:26:43 VICE-MAYOR.
10:26:44 >>Vice-Mayor Ribble: THE HORTICULTURE SOCIETY THAT'S
10:26:46 PRESENTLY ON THE SITE, SO THEIR RESPONSIBILITY IN THIS
10:26:49 TEN-ACRE SITE WILL STRICTLY BE LIMITED TO DEALING WITH THE
10:26:53 VEGETATION THEN AS THEY HAVE BEEN, CORRECT?
10:26:57 >>David Willems: THEY HAVE A NURSERY ON-SITE AS WELL.
10:26:59 >>Vice-Mayor Ribble: WILL THEY HAVE ANY INPUT INTO WHAT WE
10:27:03 DECIDE AS FAR AS THE DESIGN OR THE TRAIL OR ANYTHING LIKE
10:27:05 THAT?
10:27:05 WILL THEY HAVE INPUT?
10:27:06 >>David Willems: I THINK WE'LL COORDINATE WITH THEM ON WHAT

10:27:09 WE'RE DOING TO MAKE SURE IT WORKS WITH WHAT THEY ARE DOING.
10:27:12 BUT VILLAGE COUNCIL IS THE ULTIMATE DECISION MAKER ON THAT.
10:27:14 TWO OTHER THINGS JUST TO MAKE SURE, I MAY HAVE GLOSSED OVER,
10:27:20 WE'LL WORK ON GETTING UTILITIES TO THAT AREA RIGHT NOW.
10:27:23 THERE'S NO WATER OR SEWER THERE RIGHT NOW.
10:27:25 AND IF WE WANT TO BRING PEOPLE THERE, WE REALLY NEED A NICE
10:27:28 RESTROOM FACILITY.
10:27:29 THEN WE'RE ALSO GOING TO, BECAUSE OF THE NATIVE PLANT
10:27:32 SOCIETY BEING THERE AND GROUNDWATER WELLS AREN'T NECESSARILY

10:27:35 THE BEST TO BE USED FOR IRRIGATION, WE'RE GOING TO TRY TO
10:27:39 EXTEND RECLAIMED WATER THERE AS WELL SO THEY CAN USE THAT
10:27:41 FOR IRRIGATION.
10:27:45 >>Jim Ward: I THINK INITIALLY THERE WERE CONCERNS ABOUT
10:27:48 PARKING FROM THE RESIDENTS IN THE AREA RELATED TO VISITORS
10:27:52 TO THIS PARK.
10:27:55 HAS THAT BEEN ADDRESSED AT ALL?
10:27:57 >>David Willems: THAT WILL BE PART OF THE ANALYSIS.
10:27:58 LIKELY THE PARKING WILL BE IN THE RIGHT-OF-WAY FOR BROADWAY
10:28:02 AVENUE EAST.
10:28:03 I KNOW THE RESIDENTS THAT ARE TYPICALLY CONCERNED THERE ARE
10:28:07 USUALLY THE VILLAGES OF COUNTRY CREEK, BUT THERE ACTUALLY IS
10:28:11 A FENCE THERE.
10:28:12 THERE IS A FENCE ON THAT SIDE AND THEN A WALL ON THE ROOKERY
10:28:15 POINT SIDE.
10:28:15 SO THAT'S PRETTY SECURE IN THAT LOCATION.
10:28:18 AS WE MOVE FORWARD -- I'M NOT SURE EXACTLY WHAT'S GOING TO
10:28:21 HAPPEN, BUT THERE LIKELY WILL BE SOME SORT OF BUFFER ON THE
10:28:24 COUNTRY CREEK SIDE.
10:28:25 RIGHT NOW IT'S JUST THE FENCE.
10:28:27 THEY HAD A BUNCH OF EXOTIC VEGETATION THAT WAS REMOVED.
10:28:30 SO WE WOULD PROBABLY WORK WITH THEM TO DO SOME SORT OF A
10:28:34 BUFFER.
10:28:34 >>Jim Ward: SECOND POINT, FROM WHAT I UNDERSTAND THERE WAS
10:28:37 AN E-MAIL RECEIVED BY THE VILLAGE BY AN INDIVIDUAL WHO HAD A

10:28:42 CONCERN ABOUT KIMLEY-HORN'S AGREEMENT WITH LEE COUNTY ON
10:28:47 ANOTHER PROJECT THAT APPARENTLY HAD SOME SIGNIFICANT DELAYS.
10:28:51 ARE YOU AWARE OF THAT OR DO WE NEED TO ADDRESS THAT IN SOME
10:28:55 WAY?
10:28:56 >>David Willems: I DON'T KNOW THE INNER WORKINGS OF ANY OF
10:28:59 THE PROJECTS AT THE COUNTY.
10:29:00 I SUSPECT WHAT THEY ARE TALKING ABOUT IS THE KIKER PRESERVE.
10:29:03 KIMLEY-HORN IS THE FIRM THAT'S WORKING ON THAT.
10:29:08 I'M NOT 100% SURE, BUT I KNOW THE PROJECT MANAGERS ARE
10:29:13 TOTALLY DIFFERENT.
10:29:13 THAT'S WHY WE'RE WORKING WITH ELIZABETH.
10:29:15 WE'VE WORKED WITH HER ON OTHER PROJECTS AND SHE'S ALWAYS

10:29:17 BEEN VERY RESPONSIVE TO US.
10:29:20 >>Jim Ward: THANK YOU.
10:29:22 >>Vice-Mayor Ribble: DAVID, WITH THE WATER AND THE SEWER,
10:29:24 WILL THAT PROJECT BE ATTACHED TO THE EAST BROADWAY UEP OR
10:29:27 WILL THAT BE LOOKED AT AS A DIFFERENT DESIGN, A DIFFERENT
10:29:30 PROJECT AT A DIFFERENT TIME?
10:29:32 HOW DO YOU THINK THEY WILL MESH TOGETHER?
10:29:34 >>David Willems: PROBABLY A LITTLE BIT OF BOTH.
10:29:37 SO THE BROADWAY EAST PART, BECAUSE WE'RE NO LONGER LOOKING
10:29:42 AT TANGLEWOOD LANE, SO IT'S NOT REALLY GOING TO BE EXTENDED
10:29:46 OUT TO THIS AREA, BUT THERE ALREADY IS WATER ON BROADWAY
10:29:49 EAST AT TANGLEWOOD LANE.
10:29:51 SO WATER WOULD LIKELY JUST BE AN EXTENSION OF THE SERVICE

10:29:54 FROM THAT LOCATION.
10:29:57 FROM A RECLAIMED WATER STANDPOINT, WE DON'T KNOW YET.
10:30:00 WE MIGHT TRY TO PARTNER WITH COUNTRY CREEK BECAUSE THEY
10:30:03 ALREADY HAVE RECLAIMED WATER OR IT MAY HAVE TO COME FROM
10:30:07 THREE OAKS.
10:30:08 FROM A SEWER SYSTEM, IT WOULD LIKELY WORK WITH THE UEP, AT
10:30:12 LEAST PARTIALLY.
10:30:13 THAT WOULD BE THE EASIEST WAY TO DO IT.
10:30:14 AGAIN, IF THAT DOESN'T WORK, THERE MAY BE A WAY TO PARTNER
10:30:17 WITH COUNTRY CREEK OR CASCADES OR ONE OF THOSE TO JUST --
10:30:21 BECAUSE ALL WE WOULD NEED IS A SMALL FORCE MAIN AND CONNECT
10:30:25 INTO THEIR SYSTEM THAT WOULD ULTIMATELY GO.
10:30:28 >>Vice-Mayor Ribble: THANK YOU.
10:30:28 >>Mayor McLain: ANY OTHER QUESTIONS?
10:30:29 COUNCILMAN FAYHEE AND MYSELF, KIND OF SPLIT IN THE DISTRICT
10:30:38 THERE.
10:30:38 I'VE GOTTEN COMMENTS ON THAT.
10:30:42 PRIOR TO US PURCHASING, I DID MAKE VISITS BOTH TO COUNTRY
10:30:45 CREEK AND WE DID MAKE SOME COMMITMENTS THERE.
10:30:47 I'M GLAD TO HEAR THAT WE'RE GOING TO HAVE PUBLIC MEETINGS TO
10:30:50 ENSURE THAT WHAT WE ARE CONTEMPLATING PUTTING IN MEETS WITH
10:30:57 THEIR IDEAS OF WHAT WE WERE.
10:31:02 UNDERSTANDING IT COULD BE A LITTLE DIFFERENT.
10:31:03 MY MAIN CONCERN AND IT'S BEEN A CONCERN OF THE PROPERTY
10:31:08 SINCE BEFORE WE PURCHASED IT IS THE SECURITY RELATIVE TO

10:31:12 PEOPLE WANDERING IN, SETTING UP CAMP IN THERE AND EASY
10:31:18 ACCESS.
10:31:18 EVEN THOUGH WE HAVE A FENCE ALONG COUNTRY CREEK, IT'S
10:31:22 PROBABLY A FIVE OR SIX FOOT.
10:31:25 I HAVE NOT SEEN THAT.
10:31:26 IT USED TO BE COVERED UP BY THE INVASIVE SPECIES.
10:31:30 I REALLY WOULD LIKE TO HAVE AS PART OF THE PROJECT A REAL
10:31:33 HARD LOOK AT HOW WE SECURE THIS PROPERTY SO THAT WE DON'T

10:31:37 HAVE PEOPLE ENTERING AFTER HOURS, AND WE OBVIOUSLY NEED TO
10:31:44 UNDERSTAND WHAT THE HOURS OF OPERATION ARE AND WHEN WE'RE
10:31:49 CLOSED, HOW DO WE SECURE THAT?
10:31:51 BECAUSE THE RESTROOMS, THE COMMENTS I'VE GOT, DO PRESENT AN
10:31:55 OPPORTUNITY FOR SOMEBODY TO SET UP CAMP IN THERE, RESTROOM
10:31:59 WITH TOILETS AND RUNNING WATER AND THE LIKE.
10:32:01 SO TO ME THAT IS A PRIMARY THING THAT WE NEED TO REALLY LOOK
10:32:05 AT IS TO MAKE SURE THAT THE NEIGHBORS FEEL SECURE FROM THAT
10:32:11 AND WE'RE NOT OPENING UP THE DOOR FOR FURTHER INTRUSION OF
10:32:14 PEOPLE IN THERE.
10:32:16 >>David Willems: FROM A HISTORICAL STANDPOINT, THERE WAS A
10:32:19 POINT IN TIME THAT THAT WAS USED -- A LOT OF PEOPLE WOULD
10:32:22 SET UP CAMP THERE, HOMELESS PEOPLE, DRUGS AND THINGS THAT
10:32:25 WERE HAPPENING BACK THERE.
10:32:27 ONCE WE PUT UP THE GATE, A LOT OF THAT WENT AWAY, BECAUSE IT
10:32:31 USED TO BE OPEN TO EVERYBODY.
10:32:33 PUT UP THE GATE, A LOT OF THAT WENT AWAY.

10:32:35 I THINK EVEN MORE OF THAT HAS GONE AWAY NOW THAT YOU HAVE
10:32:39 THE NATIVE PLANT SOCIETY OUT THERE ON A WEEKLY BASIS OR
10:32:42 MORE.
10:32:43 PEOPLE THAT ARE DOING THAT TYPE OF -- THOSE THINGS DON'T
10:32:47 WANT TO BE AROUND PEOPLE.
10:32:50 IF THIS PARK GETS A LITTLE BIT ACTIVE, THAT'S PROBABLY GOING
10:32:53 TO GO DOWN EVEN FURTHER.
10:32:54 YOU ARE 100% RIGHT ON THE RESTROOM FACILITY.
10:32:57 SO ABOUT THREE WEEKS AGO, I MET WITH A SUPPLIER THAT
10:33:02 ACTUALLY KIND OF DOES THAT TYPE OF A MONITORING, ONLINE
10:33:07 SYSTEM FOR ALMOST THAT EXACT SAME PURPOSE.
10:33:11 WE'LL WORK WITH THE ARCHITECT TO FIGURE OUT WHAT IS THE BEST
10:33:13 SOLUTION.
10:33:14 YOU HAVE THE MOTION DETECTORS AND ABLE TO LOCK AND UNLOCK
10:33:18 REMOTELY.
10:33:20 A LOT OF THAT CAN BE DONE SO WE DON'T HAVE TO SEND PEOPLE
10:33:23 OUT THERE ALL THE TIME.
10:33:23 >>Mayor McLain: GOOD.
10:33:24 I THINK THAT WOULD BE A GREAT UPDATE AND WOULD BE INTERESTED
10:33:27 IN SEEING WHAT THAT ACTUALLY LOOKS LIKE IN THERE.
10:33:29 COUNCILMAN FAYHEE.
10:33:31 >>Lori Fayhee: I JUST HAVE ONE THING.
10:33:33 I HAD READ AN ARTICLE RECENTLY ON THE RIVER OAKS PRESERVE.
10:33:40 AND THEY MENTIONED THAT BUNNIES, BIRDS, BUTTERFLIES, AND
10:33:45 BOBCATS REGULARLY CAPTURED ON SECURITY CAMERAS AND OTHER

10:33:50 WILDLIFE.
10:33:51 I THINK WHILE WE'RE MAKING SURE IT'S SECURE, WE ALSO WANT TO
10:33:56 KEEP IN MIND THAT WE WANT THOSE ANIMALS TO BE ABLE TO COME
10:33:59 AND GO, RIGHT?

10:34:00 I DON'T KNOW HOW THAT WORKS.
10:34:02 THAT'S WHY YOU'RE IN CHARGE.
10:34:04 >>David Willems: YES, VERY GOOD POINT.
10:34:09 STILL NEEDS TO ACT AS A PRESERVE.
10:34:11 >>Mayor McLain: ANY OTHER QUESTIONS?
10:34:12 I'LL ENTERTAIN A MOTION TO APPROVE THE ITEM.
10:34:14 >>Carol Sacco: YOU HAVE PUBLIC COMMENT.
10:34:15 BUT WE DO NOT HAVE ANY AND NO E-COMMENTS -- YES, WE DID HAVE
10:34:21 ONE E-COMMENT.
10:34:22 THAT WAS SENT YESTERDAY.
10:34:23 >>Mayor McLain: I'M LOOKING FOR A MOTION TO APPROVE THIS.
10:34:25 MOVED BY COUNCILMAN FIESEL AND SECONDED BY COUNCILMAN LOPEZ.
10:34:31 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL.
10:34:35 >>Larry Fiesel: AYE.
10:34:38 >>Lori Fayhee: AYE.
10:34:38 >>Rafael Lopez: AYE.
10:34:40 >>Jim Ward: AYE.
10:34:42 >>George Zalucki: AYE.
10:34:43 >>Vice-Mayor Ribble: AYE.
10:34:46 >>Mayor McLain: AYE.
10:34:47 NEXT ON THE AGENDA IS COUNCIL COMMUNICATIONS.

10:34:54 I BELIEVE I STARTED ON MY LEFT, SO WHY DON'T WE START WITH
10:34:58 THE VICE-MAYOR.
10:34:59 >>Vice-Mayor Ribble: I JUST WANTED TO SAY ONCE AGAIN
10:35:03 CONGRATULATIONS TO GARY ISRAEL AND THE SUCCESSFUL ESTERO
10:35:07 LIGHT UP NIGHT.
10:35:10 I THINK IT WAS THE BEST ATTENDED WE'VE HAD SO FAR.
10:35:13 KUDOS TO YOU, GARY.
10:35:15 I DID ATTEND FLORIDA LEAGUE OF CONFERENCE -- FLORIDA LEAGUE
10:35:20 OF CITIES CONFERENCE THIS PAST WEEK, AND SOME OF THE THINGS
10:35:24 THAT THE COUNCIL IS URGING AND WORKING TOWARD IN THIS YEAR'S
10:35:29 LEGISLATIVE SESSION, THE PERMITTING BILL THAT WE'VE SEEN.
10:35:34 THE ORIGINAL PERMITTING BILL, PERMITTING, HAPPY TO HEAR THEY
10:35:39 WILL DO A REWRITE OF IT.
10:35:40 IT WAS VERY RESTRICTIVE.
10:35:43 TIME LIMITS WERE GIVEN AS TO WHEN A MUNICIPALITY CAN RESPOND
10:35:47 TO PERMITTING REQUESTS.
10:35:50 SO EVEN SOME OF THE PRIVATE DEVELOPERS WERE NOT HAPPY WITH
10:35:54 THE BILL.
10:35:55 SO THAT BILL IS BEING REWRITTEN.
10:35:58 ANOTHER THING THAT IS GOING TO START TO COME BEFORE
10:36:01 LEGISLATORS IS HOW DO WE DEAL WITH ELECTRIC VEHICLES?
10:36:06 AND THE FACT THAT THEY ARE NOT PAYING ANY GAS TAX TOWARD THE
10:36:10 IMPROVEMENT OF OUR ROADS THROUGHOUT THE STATE.
10:36:12 THEY WILL BE INTRODUCING A BILL THAT WILL HAVE A ONE-TIME
10:36:17 CHARGE A YEAR FOR ELECTRIC VEHICLES AND FOR HYBRID VEHICLES.

10:36:21 RIGHT NOW IT LOOKS LIKE 200 TO 250 FOR AN ELECTRIC VEHICLE
10:36:27 AND 50 TO 100 FOR A HYBRID.
10:36:30 THEY DON'T ANTICIPATE IN THE FIRST ATTEMPT OF THIS BILL THAT
10:36:34 IT WILL BE PASSED, BUT THEY ARE ASSUMING THAT BY 2029, THESE
10:36:39 BILLS WILL GO INTO EFFECT.
10:36:40 JUST A LITTLE HEADS-UP ON WHAT'S COMING BEFORE THE
10:36:45 LEGISLATURE THIS YEAR.
10:36:46 >>Mayor McLain: THANK YOU.
10:36:47 COUNCILMAN FIESEL.
10:36:49 >>Larry Fiesel: I HAD AN OPPORTUNITY LAST WEEK THE LEE
10:36:53 COUNTY LEGISLATIVE DELEGATION MEETING UP AT FLORIDA
10:36:56 SOUTHWEST COLLEGE THAT GOT MOVED TO 7:00 IN THE MORNING,
10:36:59 WHICH BECAME A CHALLENGE.
10:37:02 GIVE YOU A LITTLE BIT OF AN UPDATE ON WHAT TOOK PLACE AT
10:37:08 THAT MEETING, THERE WERE TWO REFERENDUMS THAT WERE ON THE
10:37:12 AGENDA TO HAVE A VOTE.
10:37:15 THE FIRST ONE WAS THE MERGER OF THE FORT MYERS BEACH
10:37:19 MOSQUITO CONTROL WITH LEE COUNTY.
10:37:21 THERE WERE MULTIPLE SPEAKERS, AND THEY WERE ALL AGAINST THAT
10:37:26 REFERENDUM.
10:37:27 THEY DID TAKE A VOTE AND IT DID PASS UNANIMOUSLY.
10:37:31 SO IT'S MOVING FORWARD.
10:37:33 THE SECOND ONE WAS THE MERGER, THE FORT MYERS BEACH FIRE
10:37:36 CONTROL AND BONITA SPRINGS FIRE CONTROL.
10:37:39 THAT ONE WAS PULLED BY REPRESENTATIVE BOTANA FROM THE AGENDA

10:37:47 AND NO VOTE TAKEN ON THAT, ALTHOUGH A SIGNIFICANT NUMBER OF
10:37:50 PEOPLE READY TO SPEAK AGAINST IT.
10:37:51 THAT'S THE SECOND TIME, BY THE WAY, THAT THAT HAS BEEN
10:37:55 PULLED FROM THE AGENDA.
10:37:56 THREE ITEMS THAT WERE GOING TO BE DISCUSSED BUT NOT VOTED
10:38:01 ON, FIRST LEE COUNTY SINGLE MEMBER DISTRICT WHERE THEY WERE
10:38:03 GOING TO HAVE THE FIVE DISTRICTS THEY CURRENTLY HAVE AND
10:38:06 HAVE TWO AT-LARGE DISTRICTS.
10:38:08 THE LEE COUNTY COMMISSIONERS SENT A LETTER IN OPPOSITION TO
10:38:15 THAT.
10:38:19 THEY ARE GOING TO HAVE A FURTHER WORKSHOP TO DISCUSS IT.
10:38:24 SO NO VOTE WAS TAKEN ON THAT.
10:38:26 THE THIRD -- OR THE SECOND ITEM WAS THE LEE COUNTY ELECTED
10:38:30 MAYOR.
10:38:32 AS YOU KNOW, LEE COUNTY CURRENTLY HAS A MANAGER POSITION.
10:38:38 THERE WAS NOT A LOT OF SUPPORT FOR THAT.
10:38:43 MOST OF THE SPEAKERS, IT WAS DIVIDED.
10:38:45 THERE WERE SPEAKERS IN FAVOR OF IT, SPEAKERS THAT WERE
10:38:48 ADAMANTLY AGAINST IT.
10:38:49 MY ONLY CONCERN WITH THAT, IF IT MOVES FORWARD, IS HOW FAR
10:38:53 IS THAT GOING TO GO AND TO WHAT OFFICES WITHIN THE DIFFERENT
10:39:00 MUNICIPALITIES ARE GOING TO GET AFFECTED BY THAT?

10:39:03 THAT WAS DISCUSSED AT LENGTH.
10:39:09 THE FINAL ONE WAS THE CREATION OF A CAPTIVA ISLAND
10:39:13 CONSERVATION AREA.

10:39:15 AND THIS ONE HAD 45 SPEAKERS.
10:39:18 EACH ONE WAS GIVEN ONE MINUTE, AND YOU KNOW HOW THAT WORKS.
10:39:22 THAT ONE WAS PRETTY MUCH UNANIMOUSLY AGAINST, AND I BELIEVE
10:39:27 THAT THE COUNTY COMMISSIONERS ARE MEETING, MAYBE AS WE'RE
10:39:32 SPEAKING, TO HAVE SOME CONVERSATION AND VOTE ON ALLOWING
10:39:37 EXTENDED HEIGHTS AND DENSITY UPON CAPTIVA.
10:39:43 ALL IN ALL, THERE WAS PROBABLY SOMEWHERE CLOSE TO A HUNDRED
10:39:47 SPEAKERS ON THESE FIVE DIFFERENT ITEMS.
10:39:49 IT DID ADJOURN ON TIME AT 10:00.
10:39:52 TIFFANY DID A GREAT JOB OF MOVING IT ALONG.
10:39:54 BUT JUST BRING YOU UP TO DATE WITH WHAT TOOK PLACE AT THAT
10:39:59 MEETING.
10:40:00 I HAVE CONTACTED MARY ABOUT PERHAPS GIVING US A WORKSHOP
10:40:06 EARLY NEXT YEAR ABOUT THE PROJECTS THAT WE HAVE DISCUSSED
10:40:11 BETWEEN THE ZONING BOARD, PLANNING AND ZONING BOARD AND
10:40:14 OURSELVES AND WHERE ARE THEY?
10:40:16 WHAT'S THE CURRENT STATUS?
10:40:18 I HAD A LIST OF ARBY'S REFRESH.
10:40:23 IF YOU REMEMBER, THEY WERE GOING TO REFRESH THEIR BUILDING
10:40:26 AT MARKETPLACE, WHICH IS WHERE THE McDONALD'S IS GOING TO
10:40:29 GO OVER ON 41.
10:40:31 THE PAVICH OFFICE BUILDING, GENOVA, A LOT OF PROJECTS THAT
10:40:36 WE'VE DISCUSSED, SEEN COME BEFORE US.
10:40:40 AND WHERE DID THEY GO?
10:40:42 WHERE ARE THEY?

10:40:44 SHE AGREED, THOUGHT THAT WAS A GOOD IDEA.
10:40:46 I HAVE A MOTIVE TO HAVE HER DO THAT BECAUSE I WANT TO TAKE
10:40:49 THAT SAME PRESENTATION AND PRESENT IT TO MY COMMUNITY WHEN I
10:40:52 SPEAK IN MARCH.
10:40:53 HELP HER SO SHE CAN GET THAT PUT TOGETHER FOR ME.
10:40:57 ONE FINAL ITEM THAT I WOULD LIKE TO SAY IS ROLL TIDE.
10:41:10 >>George Zalucki: I'LL HAVE MY SHOT AT YOU.
10:41:12 >>Mayor McLain: COUNCILMAN FAYHEE, ANY COMMENTS?
10:41:15 >>Lori Fayhee: JUST A FEW.
10:41:16 COUNCILMEMBER FIESEL, I'D LIKE TO THANK YOU FOR GOING TO
10:41:21 THAT DELEGATION.
10:41:22 I THINK THAT WAS VERY IMPORTANT.
10:41:24 I KNOW IT WAS FOUR HOURS.
10:41:27 THAT WAS A LONG, LONG MEETING.
10:41:30 I WAS ABLE TO WATCH IT THROUGH THE ZOOM MEETING, BUT I
10:41:36 APPRECIATE YOUR SUMMARY OF IT, TOO.
10:41:37 GARY ISRAEL, I'D LIKE TO THANK YOU FOR THE LIGHT UP ESTERO.
10:41:46 IT WAS A FABULOUS EVENT, AND IT WAS REALLY GOOD TO SEE ALL

10:41:50 THE YOUNG PEOPLE OUT THERE.
10:41:52 THANK YOU.
10:41:56 >>Rafael Lopez: I WOULD LIKE TO SAY THAT I APOLOGIZE FOR NOT
10:41:59 ATTENDING BOTH THE LIGHT UP ESTERO EVENT FOR THE ROTARY CLUB
10:42:04 AND ALSO THE SHERIFF'S EVENT AT COCONUT POINTE MALL.
10:42:09 BUT I DID HAVE SOMETHING A LITTLE BIT MORE IMPORTANT TO DO,
10:42:12 AND I HAD MY GRANDDAUGHTER'S DANCE RECITAL THAT DAY.

10:42:18 I APOLOGIZE FOR NOT ATTENDING, BUT PRIORITY -- DID TAKE
10:42:23 PRIORITY IN MY FAMILY.
10:42:24 I DID ATTEND THE FIFTH ANNIVERSARY LEE HEALTH COCONUT POINTE
10:42:32 HEALTH FACILITY THERE, WHICH, BY THE WAY, I AM A PATIENT
10:42:35 THERE.
10:42:36 I GO THERE FOR CARDIAC REHAB THERE.
10:42:39 SO I CAN ATTEST TO THE IMPORTANCE OF THAT FACILITY BEING
10:42:44 CLOSE TO US AND HOPEFULLY MAYBE WE CAN GET SOMETHING MORE
10:42:49 LARGER THERE IN THE FUTURE.
10:42:51 AND THAT'S BASICALLY IT.
10:42:55 >>Mayor McLain: THANK YOU.
10:42:56 COUNCILMAN WARD.
10:42:56 >>Jim Ward: SIMILARLY, I HAD THE OPPORTUNITY TO ATTEND THE
10:42:59 LIGHT UP ESTERO.
10:43:01 I WAS REALLY PLEASED TO SEE THE TURNOUT THAT WAS GENERATED
10:43:04 FOR THAT EVENT.
10:43:05 UNFORTUNATELY, I HAD TO LEAVE A LITTLE BIT EARLY ON THAT
10:43:07 EVENT BECAUSE THERE WERE THREE OTHER EVENTS THAT WERE GOING
10:43:11 ON THAT EVENING, AND IT'S GETTING IMPOSSIBLE TO JUGGLE THE
10:43:15 BALLS THESE DAYS WITH THE NUMBER OF EVENTS THAT WE'RE
10:43:17 INVITED TO AND THAT WE PARTICIPATE IN.
10:43:20 RELATED TO THAT, I ALSO WENT TO THE LEE HEALTH 50-YEAR
10:43:25 CELEBRATION, WHICH I THOUGHT WAS EXTREMELY WELL DONE, BOTH
10:43:30 IN TERMS OF THE PRESENTATIONS AS WELL AS THE SNACKS AND THE
10:43:34 FOOD THAT THEY OFFERED THERE.

10:43:37 I WAS REALLY IMPRESSED WITH THE LEE HEALTH PRESENTATIONS
10:43:40 BECAUSE THEY OUTLINED WHAT THEY HAVE DONE FOR THE COMMUNITY
10:43:43 OVER THE FIVE YEARS IN TERMS OF THE NUMBER OF OUTPATIENT
10:43:47 VISITS, THE NUMBER OF EMERGENCY VISITS, ET CETERA.
10:43:53 I THOUGHT THEY DID A VERY NICE JOB IN PRESENTING TO THE
10:43:57 COMMUNITY WHAT THEY HAD DONE OVER THE PAST FIVE YEARS AND
10:44:01 WHAT THEY INTEND TO DO OVER THE NEXT -- IN THE FUTURE YEARS.
10:44:05 THE LAST POINT I JUST WANTED TO MAKE WAS RELATED TO THE
10:44:10 COMMENTS THAT COUNCILMAN FIESEL HAD ON THE LEGISLATION.
10:44:14 I THINK THAT'S GOING TO BE SOMETHING WE NEED TO WATCH VERY
10:44:17 CAREFULLY BECAUSE THOSE DECISIONS WILL NOT ONLY IMPACT THE
10:44:21 COUNTY BUT WILL LIKELY IMPACT THE VILLAGE AS WELL RELATED TO
10:44:24 DISTRICT VOTING AND/OR VOTING FOR A VILLAGE MANAGER, THOSE
10:44:29 TYPES OF THINGS, WHICH I THINK WE AS A VILLAGE COUNCIL

10:44:34 UNDERSTAND THE IMPORTANCE OF HOME RULE AND THE ABILITY TO
10:44:37 CONTROL OUR OWN ENVIRONMENT.
10:44:40 SO I THINK WE REALLY NEED TO BE VERY COGNIZANT OF WHAT GOES
10:44:43 ON THERE AND EXPRESS OUR VIEWS AT A POINT IN TIME WHEN IT'S
10:44:47 APPROPRIATE.
10:44:47 THANK YOU.
10:44:48 >>Mayor McLain: THANK YOU.
10:44:50 >>George Zalucki: THANK YOU, MAYOR.
10:44:51 I JUST GOT A COUPLE OF THINGS TO REPORT.
10:44:53 IT'S BEEN A VERY BUSY LAST COUPLE OF WEEKS.
10:44:56 LARRY, I WOULD LIKE TO SAY TO YOU FIRST, GO BLUE.

10:44:59 SECONDLY, THANK YOU SO MUCH FOR ATTENDING.
10:45:01 I PLANNED ON GOING, BUT AS YOU MENTIONED, SINCE THE TIME WAS
10:45:06 PUSHED FORWARD TO 7 A.M., IT CONFLICTED WITH ANOTHER
10:45:09 APPOINTMENT.
10:45:10 GREAT REPORT.
10:45:10 THANK YOU VERY MUCH.
10:45:11 GARY ISRAEL, WELL DONE, LIGHT UP ESTERO WAS FANTASTIC.
10:45:15 A LOT OF ENERGY.
10:45:16 I THINK YOU MADE A REASONABLE OBSERVATION IS THAT WHEN YOU
10:45:19 BRING THE KIDS IN AND THEY PERFORM, YOU HAVE PARENTS AND
10:45:24 GRANDPARENTS AND FRIENDS AND FAMILY THAT COME AND SEE THEM.
10:45:26 THAT IS A BUILT-IN AUDIENCE.
10:45:28 THAT'S SOMETHING YOU RECOGNIZE AND CAN BUILD ON.
10:45:30 JOB WELL DONE.
10:45:31 THE OTHER THING I WANTED TO ALSO -- ALSO ATTENDED THE EAST
10:45:37 CORKSCREW ALLIANCE MEETING ON THE 17th OF LAST MONTH.
10:45:40 AND THERE IS A LOT GOING ON.
10:45:42 AS A MATTER OF FACT, STEVE SARKOZY WAS THERE, VILLAGE
10:45:44 MANAGER, ALONG WITH COMMISSIONER PENDERGRASS AND THE COUNTY
10:45:49 MANAGER DAVE HARNER.
10:45:51 RANDY CERCHIE WAS THERE AS THE DIRECTOR OF D.O.T. AND THE
10:45:54 ASSISTANT DIRECTOR OF D.O.T., ROB PRICE WAS ALSO THERE.
10:45:57 JUST TO GIVE YOU A QUICK UPDATE ON SOME OF THE THINGS THAT
10:46:01 ARE HAPPENING, BECAUSE I KNOW A LARGE PART OF THE COMMUNITY
10:46:04 WANTS TO UNDERSTAND WHEN THIS CONSTRUCTION IS GOING TO STOP

10:46:06 OR START OR BE COMPLETED.
10:46:10 WE'RE TALKING ABOUT SOME SAFETY CONCERNS THAT WE WERE ABLE
10:46:13 TO VOICE AT THAT PARTICULAR MEETING WITH SOME POTENTIAL
10:46:16 ACTION PLANS TO HELP PROTECT THE COMMUNITIES PULLING OUT
10:46:19 INTO THE TRAFFIC THAT HAS BEEN RECOGNIZED TO BE SOMEWHAT OF
10:46:22 A SAFETY CONCERN.
10:46:24 WE WERE ABLE TO DISCUSS THAT.
10:46:27 LET ME GIVE YOU SOME BRIEF UPDATES ON THE STATUS OF THE
10:46:30 PROJECT.
10:46:30 FIRST OF ALL, ON CORKSCREW ROAD, PHASE ONE, AGAIN, THESE ARE

10:46:33 PROJECTIONS, AND THIS IS AS OF THE 17th OF NOVEMBER, IT
10:46:37 LOOKS LIKE PHASE ONE IS GOING TO BE COMPLETED IN FEBRUARY,
10:46:41 PROBABLY THE END OF FEBRUARY OF 2024.
10:46:43 SO THAT'S GOOD NEWS.
10:46:45 THE TRAFFIC SIGNAL AT CORKSCREW ROAD AND ESTERO CROSSING,
10:46:49 WHICH IS RIGHT THERE AT WILD BLUE, THAT'S ALSO IN THE
10:46:52 PLANNING PHASE, SO WE HOPE TO GET A LIGHT THERE AS WELL
10:46:57 SOON.
10:46:57 AS I MENTIONED, WE TALKED ABOUT SAFETY CONCERNS.
10:47:00 ONE OF THE REQUESTS THAT WE MADE WAS PERHAPS WE HAVE SOME
10:47:03 KIND OF A FLAGGER OR SOME KIND OF PERSONNEL OUT THERE TO
10:47:08 HELP MODULATE THE TRAFFIC COMING IN AND OUT OF THE
10:47:10 COMMUNITIES ALONG THAT STRETCH FOR SAFETY.
10:47:12 PHASE TWO, WHICH IS FROM BELLA TERRA TO ALICO ROAD, THAT
10:47:18 CONTRACT WAS JUST AWARDED OR APPROVED BY THE COUNTY

10:47:21 YESTERDAY AT THEIR MEETING.
10:47:24 I BELIEVE THEY ARE OUT OF FT. LAUDERDALE, AND THAT'S ABOUT A
10:47:28 $27 MILLION PROJECT, AND THAT GOES FROM BELLA TERRA ALL THE
10:47:34 WAY TO ALICO ROAD.
10:47:35 IT'S CHANGING IT FROM TWO LANES TO FOUR LANES.
10:47:37 SO THAT'S GOING TO BE STARTING ALMOST AT THE SAME TIME THAT
10:47:40 PHASE ONE COMPLETES, WHICH IS GREAT NEWS.
10:47:43 OF COURSE, PHASE THREE IS ALICO ROAD TO EAST OF THE PLACE ON
10:47:47 CORKSCREW.
10:47:48 THAT'S ALSO GOING TO BE EXPANDED FROM TWO TO FOUR LANES, AND
10:47:52 THAT CONSTRUCTION IS SCHEDULED TO BEGIN SOMETIME IN 2031.
10:47:56 THAT IS A LITTLE MORE OUT THERE.
10:47:58 WE'RE GOING TO SEE SOME CONSTRUCTION STARTING WELL BEFORE
10:48:01 THEN, BUT HOPEFULLY WE GET IN FRONT OF SOME OF THE MAJOR
10:48:05 PROJECTS, KINGSTON AND THE LIKE THAT WE'RE HAVING 10,000 NEW
10:48:10 HOMES COMING IN, GL HOMES HAS 5208 NEW HOMES COMING IN AND
10:48:16 THEY'LL START MOVING DIRT IN 2025 -- ACTUALLY, 2024 AND PADS
10:48:20 ARE GOING TO BE POURED IN 2025.
10:48:22 THAT'S 5208 NEW RESIDENCES JUST EAST OF THE VILLAGE OF
10:48:25 ESTERO, WHICH IS GOING TO IMPACT OUR TRAFFIC FLOW.
10:48:29 SO A LOT OF EXCITING THINGS HAPPENING.
10:48:32 I LOVE ATTENDING THE EAST CORKSCREW ALLIANCE MEETING, SO I
10:48:35 WILL CONTINUE TO BRING BACK TO THE COUNCIL AND THE COMMUNITY
10:48:38 THE UPDATES AS THINGS PROGRESS.
10:48:40 THANK YOU VERY MUCH.

10:48:41 >>Mayor McLain: THANK YOU.
10:48:42 I WAS GOING TO MAKE A COMMENT, IT WAS GOOD NEWS I THINK
10:48:44 YESTERDAY THAT THE LEE COUNTY COMMISSIONERS DID APPROVE
10:48:48 PHASE TWO.
10:48:49 I GUESS ANY INFLUENCE WE CAN HAVE TO MAKE SURE THAT THE
10:48:53 PLANS FOR THAT ARE PUBLICLY COMMUNICATED BECAUSE I'VE GOTTEN

10:48:58 COMMENTS ABOUT HOW IS THAT GOING TO BE WIDENED?
10:49:01 IS IT COMING TO THE WALLS OF THE COMMUNITY?
10:49:03 IS IT IN THE MEDIAN?
10:49:05 AS THAT'S MOVED UP EARLY PART OF 2024, THE HEIGHT OF
10:49:11 AWARENESS AND CONCERNS ARE GOING TO BE THERE.
10:49:12 SO ANY INFLUENCE WE CAN DO TO GET THAT PUBLIC, I THINK THAT
10:49:16 WOULD BE IMPORTANT.
10:49:16 AS I'VE LISTENED TO EVERYBODY HERE, IT'S PRETTY EVIDENT THAT
10:49:23 WE'VE ALL BEEN REALLY BUSY THE LAST COUPLE OF WEEKS.
10:49:28 I APOLOGIZE TO GARY ABOUT THE ESTERO ROTARY CLUB EVENT THAT
10:49:34 YOU HAD, BUT WE WERE SPREAD THIN.
10:49:36 SO I THANKED THE VICE-MAYOR FOR GOING THERE AND HELPING YOU
10:49:40 OPEN IT AND LIGHT THE TREE UP.
10:49:42 I WAS COMMISSIONED TO GO TO THE COCONUT POINTE PARADE THEY
10:49:51 HAD AND THE TREE LIGHTING.
10:49:52 I GOT TO SHARE THAT WITH OUR VERY VOCAL AND VERY ENERGETIC
10:50:01 SHERIFF, CARMINE MARCENO.
10:50:03 HE DID A GREAT JOB.
10:50:04 HAD THE WHOLE ENTOURAGE OF HIS PEOPLE.

10:50:07 THEY SUPPORT HIM WELL.
10:50:10 I THINK THERE WAS PROBABLY 2500-PLUS PEOPLE ALONG THE WAY
10:50:14 THERE, AND THEY ALL, AS THE PARADE WENT THROUGH, AND I THINK
10:50:18 WE HAD 23, NOT FLOATS, BUT THEY HAD -- I WAS IN JEEP NUMBER
10:50:24 1, AND I THINK WE HAD 23 DIFFERENT PEOPLE, EVENTS THAT WERE
10:50:30 THERE.
10:50:31 AND IT WENT OFF -- LITTLE CHAOTIC AT THE BEGINNING, BUT AT
10:50:35 6:00 THE PARADE STARTED AND WENT THROUGH VERY WELL.
10:50:37 ENDED UP KIND OF AT THE DILLARD'S PARKING LOT AND EVERYBODY
10:50:43 CAME BACK TO THE TREE LIGHTING.
10:50:44 IT WAS GOOD TO SEE A WIDE VARIETY, FROM LITTLE BABIES TO
10:50:48 YOUNGER KIDS UP TO SENIOR CITIZENS THERE.
10:50:53 IT WAS GREAT TO SEE BOTH A GOOD TURNOUT FOR THE LIGHT UP
10:50:56 ESTERO AND ALSO FOR THERE.
10:50:59 I HEARD, GARY, THAT WE ARE -- NEXT YEAR WE'RE GOING TO TRY
10:51:03 TO STAGGER THE DATES SO THEY ARE COMPLEMENTARY TO EACH OTHER
10:51:07 AND NOT COMPETING.
10:51:08 WE SURE DON'T WANT TO SEE THAT CONTINUED TO HAVE A
10:51:11 COMPETITION.
10:51:11 THE OTHER ITEM I WANTED TO TALK ABOUT, IT HAS TO DO WITH A
10:51:19 LITTLE BIT OF HOME RULE.
10:51:21 I'M GLAD THAT WE WENT TO THE LEGISLATIVE SESSIONS.
10:51:24 I THINK THERE WAS SOME GOOD WORK IN THERE.
10:51:25 WE HAVE OUR LEGISLATIVE REPRESENTATIVES UP THERE.
10:51:28 THEY WILL KEEP US INFORMED AS TO HOW THAT'S GOING.

10:51:32 I THINK THAT'S EXTREMELY IMPORTANT.
10:51:34 BUT MORE LOCAL HERE WITH HOME RULE, WE HAVE A CHARTER.

10:51:41 LEE COUNTY HAS A CHARTER.
10:51:42 ABOUT EVERY TEN YEARS YOU SHOULD REVIEW THOSE CHARTERS TO
10:51:46 SAY, ARE WE STILL IN TUNE?
10:51:48 ARE WE DOING THE RIGHT KIND OF THINGS?
10:51:50 BOTH LEE AND US, WE NEED TO DO THAT.
10:51:54 MYSELF AND OUR ATTORNEY HAVE ATTENDED A COUPLE MEETINGS WITH
10:51:59 THE LEE COUNTY CHARTER REVIEW COMMISSION.
10:52:07 IT WAS STRANGE, I THINK BOTH TO ROB AND MYSELF, WE'VE BEEN
10:52:11 TO TWO OF THE THINGS.
10:52:12 THE ONLY AGENDA ITEM THEY HAD AND THE ONLY AGENDA ITEM THAT
10:52:15 THEY ARE MOVING FORWARD WITH AFTER REVIEWING THE WHOLE
10:52:18 CHARTER IS AN ITEM THAT AFFECTS VOLUNTARY ANNEXATION.
10:52:24 BASICALLY IF YOU ARE A HOMEOWNER SURROUNDED BY, LET'S SAY,
10:52:28 FT. MYERS, YOU'VE GOT A SINGLE HOME, WE'RE NOW GOING TO MAKE
10:52:33 THAT A COMPLEX PROCESS FOR YOU TO MAYBE BE INCLUDED IN
10:52:37 THERE.
10:52:40 IT'S A MULTISTEP PROCESS.
10:52:43 COULD BE SOME COSTS INVOLVED IN THAT.
10:52:45 WE DON'T HAVE THE FINAL DOCUMENT YET.
10:52:48 BUT EVENTUALLY IT'S GOING TO GO FORWARD FOR THE LEE COUNTY
10:52:52 COMMISSIONERS TO MAKE A DECISION SHOULD WE ANNEX THAT SINGLE
10:52:55 HOME, SHOULD WE ANNEX AN HOA, SHOULD WE ANNEX, YOU KNOW,
10:53:02 WHATEVER.

10:53:02 THAT'S TAKING AWAY I THINK THE RIGHTS OF CITIZENS.
10:53:04 I THINK IT TAKES AWAY THE RIGHTS OF HOME RULE FOR NOT JUST
10:53:08 ESTERO BUT FOR FORT MYERS, FOR ALL OF OUR CITIES THAT WE
10:53:11 HAVE IN THERE.
10:53:12 IT DOES LOOK LIKE IT'S MOVING FORWARD.
10:53:17 AND I THINK WE JUST NEED TO BE VIGILANT ON THAT AND MAKE
10:53:21 SURE THAT HOPEFULLY THE COMMISSIONERS DO NOT APPROVE THIS.
10:53:25 THEY HAVE THAT RIGHT.
10:53:27 I'M NOT SURE WHAT THE NUMBERS WOULD BE AT THIS POINT, BUT I
10:53:29 BELIEVE IT'S PROBABLY GOING TO GO BEFORE THEM, UNLESS
10:53:33 SOMETHING HAPPENS BETWEEN NOW AND THEN.
10:53:35 IT DOESN'T SEEM TO ME THAT WHEN YOU LOOK AT ALL OF LEE
10:53:38 COUNTY, WHICH HAS GROWN FROM 600,000 PEOPLE TO MAYBE EIGHT
10:53:43 OR NINE HUNDRED THOUSAND NOW, THAT THIS INITIATIVE IS REALLY
10:53:48 THE MOST IMPORTANT CHARTER MEMBER THAT THEY CAN HAVE.
10:53:51 I'VE BEEN PRETTY VOCAL ABOUT IT.
10:53:53 IF YOU GET A CHANCE, YOU DO YOUR OWN RESEARCH AND FIGURE OUT
10:53:57 WHAT'S GOING ON THERE.
10:53:58 BUT I THINK -- AND THE RATIONALE DOESN'T MAKE SENSE FROM MY
10:54:05 MIND IN THAT FLORIDA STATE LAW AND INITIATIVES COVER THIS
10:54:11 ANNEXATION.
10:54:12 THE ISSUE IS IF XYZ GROUP OF HOMES WERE TO BE WANTING TO BE
10:54:20 ANNEXED, THERE IS A CONCERN ABOUT WHO COVERS THE COST OF THE
10:54:26 ANNEXATION FOR PUBLIC UTILITIES, FOR FIRE, FOR POLICE AND

10:54:29 ALL THAT.

10:54:30 THAT CAN BE HANDLED VERY EASILY IN DISCUSSIONS, LOCAL
10:54:37 AGREEMENTS AND THE LIKE.
10:54:38 WE'RE NOT GOING TO WALK AWAY.
10:54:40 THERE WERE A COUPLE OF EXAMPLES WHERE THEY SAID ANOTHER CITY
10:54:43 KIND OF WALKED AWAY FROM A COMMITMENT TO A FIRE DISTRICT.
10:54:46 I THINK THOSE THINGS CAN BE WORKED OUT VERBALLY WITHOUT
10:54:50 PUTTING ANOTHER OBSTRUCTION INTO THE PROCESS OF FACILITATING
10:54:53 THE NEEDS AND WANTS OF OUR CITIZENS WE HAVE OUT THERE.
10:54:56 THAT'S ONGOING.
10:55:00 I'LL KEEP ON TOP OF THAT.
10:55:03 I'M SURE THE ATTORNEY WILL ALSO.
10:55:05 OTHER THAN THAT, CONGRATULATIONS TO OUR CITY CLERK.
10:55:11 THANK YOU MUCH FOR YOUR EFFORT.
10:55:12 I WILL ASK THE ATTORNEY IF HE HAS ANY DISCUSSION POINTS.
10:55:16 >>Robert Eschenfelder: NOTHING, MAYOR.
10:55:17 THANK YOU.
10:55:19 >>Mayor McLain: THAT'S UNUSUAL.
10:55:19 [LAUGHTER]
10:55:20 HOW ABOUT OUR VILLAGE ATTORNEY?
10:55:24 NONE.
10:55:26 OKAY.
10:55:28 >>Steven Sarkozy: NONE.
10:55:29 >>Mayor McLain: WE'RE GOING TO ADJOURN THE REGULAR SESSION
10:55:34 AND CONVENE A WORKSHOP TO INCLUDE THREE ITEMS.
10:55:41 DO WE -- HELP ME ON THIS?

10:55:46 DO I NEED TO CLOSE THE MEETING WITH THE GAVEL?
10:55:49 >>Carol Sacco: NO.
10:55:50 >>Mayor McLain: WE'RE DONE AND GO TO THE WORKSHOP.
10:55:52 OKAY.
10:55:53 GOOD.
10:55:53 THE FIRST WORKSHOP RELATES -- ITEM 12A, REVIEW OF A
10:55:58 FRAMEWORK FOR COOPERATION BETWEEN THE VILLAGE AND THE ESTERO
10:56:03 FOREVER FOUNDATION.
10:56:07 I KNOW AT THE BEGINNING OF THE MEETING WE HAD PUBLIC
10:56:10 COMMENTS ON NON-AGENDAED ITEMS.
10:56:12 I LET THAT PASS BECAUSE I WANTED TO HEAR SOME COMMENTS IN
10:56:17 THERE.
10:56:20 THAT MAY INFLUENCE US A LITTLE BIT ON OUR DISCUSSIONS, BUT
10:56:22 THIS IS ONLY A WORKSHOP.
10:56:23 WE'RE NOT VOTING ON IT.
10:56:25 WE'LL HAVE OPEN COMMUNICATION.
10:56:26 STEVE, WOULD YOU LIKE TO INTRODUCE THIS ITEM?
10:56:27 >>Steven Sarkozy: SURE.
10:56:28 THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
10:56:30 THE ESTERO FOREVER FOUNDATION WAS ACTUALLY DEVELOPED IN

10:56:37 LARGE PART BY FORMER COUNCILMEMBER AND FORMER MAYOR JIM
10:56:41 BOESCH, AND THE IMPETUS OF THAT WAS TO TRY TO FIND A
10:56:48 FOUNDATION THAT COULD GENERATE MONEY TO BENEFIT THE
10:56:52 COMMUNITY.
10:56:53 THE IDEA WAS THAT SMALL GRANTS WOULD BE AVAILABLE OR MAYBE

10:56:57 EVEN LARGE FUND-RAISERS WOULD BE AVAILABLE FOR MAJOR EVENTS
10:57:01 OR VENUES.
10:57:03 BUT SINCE THAT WAS -- THE ESTERO FOREVER FOUNDATION WAS
10:57:08 FORMED ABOUT FOUR, FIVE YEARS AGO, THERE'S BEEN KIND OF A
10:57:13 LIMITED DEVELOPMENT OF THAT PROGRAM.
10:57:15 THAT'S NOT A FAULT BECAUSE WHAT WE HAD AFFECTING THE ENTIRE
10:57:20 COMMUNITY WAS THE COVID ISSUE, AND THAT LIMITED PEOPLE
10:57:25 GETTING TOGETHER FOR MEETINGS, FUND-RAISERS, WHATNOT, FOR A
10:57:32 COUPLE OF YEARS, OF COURSE.
10:57:36 IN AN EFFORT TO TRY TO BOOST THEIR EFFORTS AND GET THEM
10:57:38 MOVING, LARGELY ON MY SHOULDERS, JUST SAID WHEN WE BOUGHT
10:57:47 THE DRIVING RANGE, WE WANTED TO KEEP THAT OPERATION ONGOING
10:57:55 BECAUSE IT WAS GENERATING MONEY.
10:57:56 WE COULD HAVE KEPT THE MONEY FOR THAT, BUT WHAT WE DID IS
10:58:00 LET THE MONEY GO DIRECTLY TO THE FOUNDATION AS LONG AS THEY
10:58:07 CONTINUED TO OPERATE THE DRIVING RANGE.
10:58:10 SO THAT HAS WORKED OUT.
10:58:15 THEY HAVE DONE A GREAT JOB MAINTAINING THE OPERATION OF THE
10:58:18 DRIVING RANGE AND HAVE NOW COLLECTED A COUPLE HUNDRED
10:58:23 THOUSAND DOLLARS, WHICH ULTIMATELY WILL GO BACK TO THE
10:58:26 COMMUNITY.
10:58:26 WHAT WAS ANTICIPATED HERE AND IS ANTICIPATED IS A BETTER
10:58:33 COLLABORATION OR A FORMAL COLLABORATION WHERE WE WOULD
10:58:37 IDENTIFY WHAT ARE THE TERMS OF THE USE FOR THAT MONEY THAT
10:58:45 IS ESSENTIALLY TAX MONEY.

10:58:46 IT WAS THE VILLAGE'S OWNERSHIP OF THE DRIVING RANGE THAT
10:58:51 GENERATED THE MONEY.
10:58:56 THEY IN PART DID THEIR PART OPERATING IT AND WE COVERED
10:58:59 THEIR COSTS.
10:58:59 HOW DO WE GET THE FOUNDATION ACTIVE AND MOVING?
10:59:07 BECAUSE THE VILLAGE WAS REALLY THE PARENT OF THE
10:59:10 ORGANIZATION.
10:59:11 SO YOU HAVE IN YOUR DESK PACKET AN OUTLINE OF AN AGREEMENT
10:59:18 AND THE CITY ATTORNEY AND I HAVE MET WITH THEIR PRESIDENT.
10:59:25 THE INTENT TODAY WAS SIMPLY TO TALK IT THROUGH AND THEN
10:59:28 BRING SOMETHING BACK IN JANUARY FOR RATIFICATION.
10:59:35 YOU'VE HEARD THE CONCERNS BY THE FOUNDATION THAT THE VILLAGE
10:59:40 WOULD BE IN CONTROL.
10:59:41 AND THAT'S REALLY NOT THE INTENT.
10:59:44 SO WE DO NEED TO MAKE SOME MODIFICATIONS HERE.
10:59:49 BUT OUR CONCERN IS THAT -- ONE OF THE PRINCIPLES HERE IS

10:59:54 THAT THE VILLAGE COUNCIL SHOULD HAVE SOME GUIDING PRINCIPLES
11:00:02 OF WHERE THAT PUBLIC MONEY THAT CAME FROM THE PUBLIC ASSET,
11:00:06 WHERE THAT MONEY GOES.
11:00:07 IT DOESN'T MEAN YOU WOULD BE IN DIRECT CONTROL AND THEY
11:00:15 WOULD BE UNDER YOUR THUMB, BUT HOW DO YOU CREATE THIS
11:00:18 RELATIONSHIP AS WE MOVE FORWARD?
11:00:19 THERE ARE A LOT OF OPPORTUNITIES INTO THE FUTURE WHERE WE
11:00:25 MIGHT WORK WITH THE ESTERO FOREVER FOUNDATION ON SIMILAR
11:00:30 MATTERS.

11:00:30 LET'S SAY ANOTHER PROPERTY -- LET'S SAY ON OTHER PROPERTIES,
11:00:36 CAN THEY BE OUR MANAGER FOR THE MAINTENANCE OF CERTAIN
11:00:38 PROPERTIES AND UTILIZE VOLUNTEERS, WHICH THEY HAVE DONE FOR
11:00:42 THE DRIVING RANGE IN PART?
11:00:45 TO THE MUTUAL BENEFIT OF THE VILLAGE AND THE FOUNDATION.
11:00:50 THIS IS MORE JUST BACKGROUND PIECE THAT I'M GIVING YOU AT
11:00:57 THIS POINT BECAUSE OBVIOUSLY WE NEED TO DO MORE WORK, BUT WE
11:01:01 PLAN ON COMING BACK IN JANUARY AND TALK ABOUT NEXT STEPS IN
11:01:07 THIS PROCESS.
11:01:08 ANY COMMENTS THAT YOU MAY HAVE NOW OR EARLY NEXT YEAR WOULD
11:01:12 BE GREAT.
11:01:16 >>Mayor McLain: THANK YOU, STEVE.
11:01:18 >>Jim Ward: GIVEN THE FACT THAT WE'RE GOING TO BE DEVELOPING
11:01:21 THIS LAND RATHER QUICKLY TO ANTICIPATE THE OPENING OF THE
11:01:28 CHICKEN N PICKLE IN DECEMBER OF '24, WHAT WOULD BE THE TIME
11:01:32 FRAME OF THIS AGREEMENT?
11:01:33 IT WOULD SEEM TO ME IT WOULD BE A PRETTY SHORT TIME FRAME
11:01:37 BEFORE WE NEED TO START DEVELOPING THE LAND.
11:01:39 >>Steven Sarkozy: YEAH, WE'RE HOPING TO KEEP THE DRIVING
11:01:43 RANGE OPEN PROBABLY THROUGH MARCH AND MAYBE EVEN APRIL.
11:01:47 IF WE CAN LEAVE THE DRIVING RANGE IN OPERATION, IT MAKES
11:01:53 MONEY.
11:01:53 SO IT HELPS EVERYBODY.
11:01:55 AND IT'S A NICE ASSET TO HAVE OUT THERE.
11:01:57 BUT THE AGREEMENT WOULD THEN -- THAT'S PART OF THE PROBLEM

11:02:05 HERE IS THAT THEY HAVE DONOR-DIRECTED FUNDS.
11:02:10 OTHER SMALLER AMOUNTS OF MONIES ACTUALLY THAT ARE
11:02:15 CONTRIBUTED BY OTHER PEOPLE.
11:02:17 AND IN ESSENCE IF WE WERE TO GIVE THEM THE TOTAL REVENUES
11:02:22 FOR THE DRIVING RANGE, THAT BECOMES A DONOR-DIRECTED FUND AS
11:02:26 WELL.
11:02:27 SO THAT'S WHERE THE VILLAGE WOULD TAKE A LOOK AT THAT POT OF
11:02:32 MONEY AND WHERE IT WOULD GO.
11:02:35 I DON'T KNOW THAT -- I DON'T THINK YOU WOULD WANT TO CONTROL
11:02:39 THE ALLOCATION OF EVERY DOLLAR, BUT YOU MIGHT WANT TO GIVE
11:02:44 SOME GUIDELINES.
11:02:49 >>Jim Ward: HAS EFF COMMUNICATED TO THE VILLAGE THE EXACT

11:02:52 ISSUES OF CONCERNS WITH THAT LEGAL AGREEMENT PRIOR TO THIS
11:02:56 MORNING?
11:02:58 >>Steven Sarkozy: THEY TOLD US SOME GENERAL COMMENTS, BUT
11:03:03 THIS WAS ALREADY ON THE AGENDA BEFORE WE HEARD SOME OF THOSE
11:03:10 COMMENTS AND I STILL DON'T THINK WE UNDERSTAND FULLY WHAT
11:03:13 THOSE ISSUES WERE.
11:03:14 WE WERE NOT ASKED TO BE AT THEIR MEETING.
11:03:18 >>Jim Ward: I GUESS THE LAST QUESTION I WOULD HAVE, IF WE DO
11:03:20 NOT HAVE AN AGREEMENT WITH EFF, WHAT ARE SOME OF OUR
11:03:24 POTENTIAL ALTERNATIVE OPTIONS?
11:03:28 >>Steven Sarkozy: THAT'S SOMETHING WE CAN CHECK OUT AND
11:03:30 BRING BACK TO YOU.
11:03:31 >>Jim Ward: AS I WAS JUST THINKING ABOUT IT JUST AT THIS

11:03:34 MOMENT, I WAS REMINDED OF THE FGCU PGA PROGRAM.
11:03:39 MAYBE WE CAN GET SOME VOLUNTEERS FROM THAT ORGANIZATION.
11:03:41 THEY ALSO HAVE THE ENTREPRENEURIAL SCHOOL THERE THAT MIGHT
11:03:45 BE ABLE TO PARTICIPATE IN THIS AS WELL.
11:03:47 AGAIN, ALBEIT, IT'S GOING TO BE A RELATIVELY SHORT PERIOD OF
11:03:50 TIME THAT THEY ARE GOING TO BE ABLE TO OPERATE THE FACILITY.
11:03:54 BUT HAVING SAID THAT, THAT'S THE PRIME TIME WHEN THAT
11:03:59 FACILITY WOULD BE USED.
11:04:00 >>Steven Sarkozy: WE'RE NOT ANTICIPATING THE SHUTDOWN OF THE
11:04:04 FACILITY AT ALL IN THE NEXT FEW MONTHS.
11:04:08 >>Mayor McLain: ANY OTHER COMMENTS?
11:04:09 VICE-MAYOR.
11:04:09 >>Vice-Mayor Ribble: THERE'S A LOT OF TALK ABOUT
11:04:12 VILLAGE-OPERATED FUNDS AND NON-VILLAGE OPERATED FUNDS THAT
11:04:15 ARE IN THE ACCOUNT.
11:04:16 DO YOU KNOW THE PERCENTAGE OF ONE VERSUS THE OTHER JUST
11:04:19 ROUGHLY?
11:04:23 >>Steven Sarkozy: I ONLY KNOW APPROXIMATE NUMBERS.
11:04:28 >>Vice-Mayor Ribble: JUST PERCENTAGE?
11:04:31 >>Steven Sarkozy: 80% OF THEIR FUNDS ARE PROBABLY THE
11:04:34 VILLAGE FUNDS.
11:04:35 >>Vice-Mayor Ribble: THERE'S A LOT OF TALK IN THIS AGREEMENT
11:04:37 BETWEEN PRE- AND POST-AGREEMENT.
11:04:39 >>Steven Sarkozy: YES.
11:04:40 >>Vice-Mayor Ribble: WHAT FUNDS WILL BE GENERATED BY THE

11:04:43 VILLAGE VERSUS NON-VILLAGE?
11:04:48 THAT BECOMES OPEN TO INTERPRETATION THAT THEY CAN USE
11:04:53 VILLAGE-GENERATED FUNDS FOR ANYTHING THAT THEY WISH.
11:05:01 I KNOW THE ORIGINAL INTENT OF THE EFF WAS TO USE THE FUNDS
11:05:06 FOR THE ENHANCEMENT OF THE VILLAGE, BUT YET THERE HAVE BEEN
11:05:11 GRANTS GOING OUT TO NON-VILLAGE ASSOCIATED ENTITIES,
11:05:17 WELL-MEANING, WELL-DESERVING, BUT STILL OUTSIDE THE REALM OF
11:05:21 THE VILLAGE.

11:05:22 I THINK THERE NEEDS TO BE SOME KIND OF WORDING FOR THAT.
11:05:29 AND THEN, AGAIN, AS WE GO FORWARD AND THERE IS AN
11:05:33 OPPORTUNITY FOR THE VILLAGE TO COOPERATE WITH THE EFF IN
11:05:39 PROJECTS, I WOULD THINK THERE HAS TO BE A VERY STRICT WORDED
11:05:44 AGREEMENT FOR EACH INDIVIDUAL PROJECTS THAT GOES FORWARD SO
11:05:47 THAT WE, THE VILLAGE KNOWS WHAT TO EXPECT FROM THEM AND THEY
11:05:52 KNOW WHAT TO EXPECT FROM US.
11:05:53 I DIDN'T SEE ANY KIND OF LANGUAGE IN THE AGREEMENT GOING
11:05:57 FORWARD ABOUT THAT.
11:05:59 THOSE ARE MY COMMENTS.
11:06:04 >>George Zalucki: THANK YOU, MAYOR.
11:06:05 I READ OVER THE AGREEMENT AND I CAN SEE A COUPLE OF
11:06:10 DIFFERENT SIDES TO THIS VERY COMPLEX ISSUE.
11:06:12 I THINK IT'S COMPLEX BECAUSE I THINK THE GENESIS OF THE
11:06:16 DRIVING RANGE AND THE OPPORTUNITY FOR THE FOUNDATION TO
11:06:18 RAISE THE MONEY AND OPERATE IT, IT WAS ALL VERY GOOD INTENT
11:06:22 AND STILL IS AND VERY SUCCESSFUL, AS STEVE HAS MENTIONED.

11:06:27 I THINK WHAT WE'RE DOING AT THIS POINT IS WE'RE KIND OF
11:06:29 LOOKING BACK AND SAYING MAYBE SOME OF THOSE DETAILS, TO YOUR
11:06:33 POINT, VICE-MAYOR, MAY HAVE BEEN BETTER SERVED IF THAT WAS
11:06:36 DONE AT THE TIME, WHICH REALLY WASN'T.
11:06:41 I THINK THERE'S AN OPPORTUNITY TO DEFINE THAT SCOPE IN THOSE
11:06:47 MONIES SO THAT CAN BE RECONCILED.
11:06:49 I THINK THERE'S AN OPPORTUNITY TO DO THAT.
11:06:51 AND LET'S SET THAT IN ITS OWN BUCKET.
11:06:54 I THINK THAT IT MAY SERVE THE VILLAGE BEST POSITION AND ALSO
11:06:58 THE EFFs IF EVERY SINGLE PROJECT THAT WE DECIDE TO PARTNER
11:07:05 WITH, THEN WE HAVE ANOTHER AGREEMENT.
11:07:07 SO AS AN EXAMPLE, ESTERO ON THE RIVER OR ANY OTHER PROJECT,
11:07:12 WHAT WOULD THE ROLE OF THE EFF BE?
11:07:16 AND HOW WOULD THAT RELATIONSHIP MOVE FORWARD?
11:07:18 AND IF THERE ARE ANY FUNDS GENERATED, THEN HAVE THE
11:07:21 AGREEMENT HAVE ALL OF THAT IDENTIFIED IN ADVANCE.
11:07:24 SO I THINK IT'S REALLY IMPORTANT -- AND I THINK IT MAKES
11:07:29 SENSE.
11:07:29 IT'S LOGICAL TO SAY THAT WE KIND OF LOOK AT THIS IN A
11:07:33 MODULAR SENSE.
11:07:35 AS WE MOVE FORWARD, EACH PROJECT, STEVE AND THE VILLAGE AND
11:07:38 THE STAFF GETS TOGETHER WITH EFF AND SAY, HERE'S THE SCOPE
11:07:42 OF WHAT WE'LL WORK ON TOGETHER.
11:07:43 HERE'S HOW THE MONIES WILL BE DIVVIED UP AND LET'S GET THE
11:07:46 JOB DONE.

11:07:47 THE AGREEMENT THAT I READ -- AND ROB, OBVIOUSLY, YOU DO A
11:07:54 GREAT JOB BECAUSE THAT'S YOUR WORLD; IT'S NOT MINE -- BUT IT
11:07:59 FEELS LIKE IT'S VERY COMPLEX AND IT FEELS LIKE IT'S SOMEWHAT
11:08:05 CONTROLLING.

11:08:05 SO I UNDERSTAND, AND I HAVE NOT SPOKEN TO MR. QUIN ABOUT
11:08:08 THIS AGREEMENT AT ALL, BUT I CAN UNDERSTAND WHERE HE MAY BE
11:08:13 AND THE BOARD THINKING THAT IT FEELS THAT WAY AND MAYBE
11:08:17 CLEANING THAT LANGUAGE UP TO MAKE IT MORE UNDERSTANDABLE
11:08:21 PERHAPS OR MAKE IT MORE USER FRIENDLY MIGHT BE SOMETHING
11:08:25 THAT WE MAY WANT TO CONSIDER.
11:08:26 THANK YOU.
11:08:30 >>Mayor McLain: ANY OTHER COMMENTS?
11:08:31 ACTUALLY, I'VE GOT A TON OF COMMENTS ON THE AGREEMENT, BUT
11:08:38 AS A CITIZEN, WHEN MY WIFE PASSED AWAY A LITTLE OVER TWO
11:08:42 YEARS AGO, I MADE A DONATION TO THE ESTERO FOREVER
11:08:46 FOUNDATION IN HER MEMORY.
11:08:47 WHEN I DID THAT AND FROM THE WEB PAGE THEY HAD WHERE YOU
11:08:54 COULD MAKE DONATIONS, IT WAS PRETTY CLEAR TO ME THAT THE
11:08:57 MONEY I PUT IN IS GOING TO BE FOR THE VILLAGE OF ESTERO AND
11:09:01 FOR THE IMPROVEMENT OF WHATEVER THAT LOOKS LIKE INTO THE
11:09:04 FUTURE.
11:09:08 WHEN I LOOK AT THIS AGREEMENT I GO, WHY ARE WE SPLITTING
11:09:11 FUNDS UP?
11:09:12 WHY WOULDN'T WE HAVE JUST ONE POT OF MONEY AND HAVE AN
11:09:15 AGREEMENT OF HOW THAT'S GOING TO BE SPENT.

11:09:18 WHEN WE START DIVIDING MONEY UP IN THIS AGREEMENT, BEFORE
11:09:20 THE AGREEMENT, AFTER THE AGREEMENT, I THINK THAT MAKES IT
11:09:23 VERY COMPLEX, AND I THINK THAT WE SHOULD HAVE AN AGREEMENT
11:09:28 -- FIRST OFF, I THINK THEY DO A GREAT JOB.
11:09:30 THE AMOUNT OF EFFORT AND WORK FOR THAT GOLF COURSE TO KEEP
11:09:34 IT RUNNING, AND GEORGE IS VERY FAMILIAR WITH THAT, THERE IS
11:09:38 A LOT OF WORK IN THERE.
11:09:40 AND WE'RE BOTH BENEFITING OF GETTING FUNDS INTO THIS POT OF
11:09:45 MONEY THAT CAN DO US SOME REAL GOOD IN THE FUTURE.
11:09:49 A COUPLE HUNDRED THOUSAND DOLLARS IS NOT INSIGNIFICANT, BUT
11:09:52 IT COULD GROW MUCH LARGER THAN THAT, I BELIEVE, ALSO IN THE
11:09:55 FUTURE IF WE MANAGE THIS PROPERLY.
11:09:57 I DO THINK WHAT GEORGE -- THIS IS TOO MUCH LEGALESE IN HERE
11:10:03 IN MY MIND.
11:10:03 I'D LIKE TO MAKE IT CLEARER, BUT IT SEEMS LIKE WE SHOULD
11:10:07 HAVE A COOPERATIVE AGREEMENT.
11:10:08 I AM ALWAYS CONCERNED ABOUT GIVING BLANK CHECKS TO THE
11:10:14 VILLAGE, TO ANY OF US, OR THOSE THAT WE'RE TRYING TO WORK
11:10:19 WITH.
11:10:20 I THINK THE VILLAGE NEEDS TO BE AWARE -- ONE, WE NEED TO
11:10:24 KEEP TRACK, AND I THINK THIS DOCUMENT DOES, WHAT ARE THE
11:10:27 FINANCIALS, HOW ARE THEY BEING MANAGED, BUT I WOULD LIKE TO
11:10:30 UNDERSTAND WHERE IS THIS MONEY GOING THAT'S BEEN DONATED BY
11:10:34 OUR CITIZENS OR FROM COOPERATIVE EFFORT THAT WE HAVE THAT WE
11:10:39 MAYBE PUT -- IN THE DOCUMENT IT SAYS 5% OF THE FUNDS THAT

11:10:43 THEY HAVE AVAILABLE MAY BE USED FOR ADMINISTRATIVE COSTS,
11:10:46 WHATEVER THAT MAY LOOK LIKE, THE 95% OF IT IS GOING TO BE
11:10:50 FOR THE BENEFIT, THEY TALK ABOUT COMMUNITY.
11:10:54 I'M GOING, THAT'S A LITTLE VAGUE.
11:10:57 I'D RATHER HAVE IT BE THE VILLAGE OF ESTERO SO THAT WE'RE
11:11:00 VERY CLEAR ON WHAT THE COMMUNITY IS THAT WE'RE FOCUSING
11:11:03 THESE DOLLARS ON.
11:11:04 I THINK IT'S GOTTEN A LITTLE COMPLEX, AND I'M NOT AN
11:11:10 ATTORNEY.
11:11:10 I DON'T WANT TO BE -- YOU KNOW, ONE OF THE THINGS, IT SAYS
11:11:15 RIGHT IN THE BEGINNING OF THE MODIFIED AGREEMENT, WHICH YOU
11:11:18 MAY HAVE GOTTEN THIS MORNING, IT SAYS REGARDLESS OF THE DATE
11:11:21 OF EXECUTION, THE TERMS AND CONDITIONS BELOW SHALL COME IN
11:11:26 EFFECT AS OF JANUARY 1st, 2024.
11:11:29 I CAN'T AGREE TO THAT, BECAUSE I DON'T THINK WE HAVE AN
11:11:33 AGREEMENT THAT WE SHOULD PLACE INTO EFFECT UNTIL WE HAVE AN
11:11:35 AGREEMENT.
11:11:36 SO I THINK -- WE'RE NOT VOTING ON THIS TODAY, BUT I THINK
11:11:40 THAT WE SHOULD NOT -- WE SHOULD LEAVE THE ACTIVITIES THAT
11:11:44 WE'RE DOING NOW THAT ARE IN PLACE UNTIL WE CAN COME UP WITH
11:11:47 AN AGREEMENT AND THEN WE ESTABLISH THE EFFECTIVE DATE OF
11:11:50 THAT AGREEMENT.
11:11:52 I ASKED THE ATTORNEY, I'M NOT SURE WHAT A FRAMEWORK OF
11:11:55 COOPERATION IS.
11:11:56 IS THAT A LEGAL TERM?

11:11:58 IS IT AN ENFORCEABLE TERM?
11:12:00 IS THAT THE RIGHT TERMINOLOGY TO BE USING FOR SOMETHING LIKE
11:12:05 THIS?
11:12:06 >>Robert Eschenfelder: MAYOR AND MEMBERS OF COUNCIL, I WANT
11:12:08 TO SAY THAT IN THE SEVERAL MEETINGS THAT I'VE ATTENDED WITH
11:12:13 THE MANAGER, WITH THE REPRESENTATIVES FROM ESTERO FOREVER,
11:12:20 WE HAVE ATTEMPTED TO TALK THROUGH SENTENCE BY SENTENCE WITH
11:12:27 THEM.
11:12:29 THE FIRST MEETING WE HAD, THERE WASN'T EVEN A DOCUMENT IN
11:12:31 PLACE AND WE TALKED ABOUT HOW DO WE MOVE FORWARD FROM THE
11:12:36 VAGUE, SHORT LETTER THAT EXISTS AND AN E-MAIL THAT EXISTS
11:12:42 PRIOR TO THAT.
11:12:44 I TOOK COPIOUS NOTES AND PRODUCED A DOCUMENT THAT WAS DEEMED
11:12:50 TO BE TOO SPECIFIC.
11:12:52 SO WE THEN MET AGAIN AND THIS MORE FRAMEWORK ISSUE CAME UP
11:13:00 WITH THE IDEA BEING THAT THIS FRAMEWORK WOULD BE SORT OF A
11:13:07 MOTHER SHIP UNDER WHICH OTHER MORE PARTICULAR PROJECT
11:13:11 AGREEMENTS COULD OCCUR.
11:13:12 BUT THE FOUNDATION PRESIDENT INDICATED SEVERAL TIMES THAT
11:13:21 THE FOUNDATION HAS LEGAL COUNSEL.
11:13:24 I'VE NEVER HEARD FROM THAT LEGAL COUNSEL.
11:13:26 I'VE NEVER HEARD OBJECTIONS THAT THE DRAFT THAT I PRODUCED

11:13:31 THAT WAS BEFORE YOU WAS OVERLY COMPLEX OR UN-UNDERSTANDABLE.
11:13:39 MR. QUIN IS A VERY EDUCATED MAN.
11:13:42 WHEN WE MET LAST, HE DIDN'T SEEM TO NOT UNDERSTAND.

11:13:46 THE DISCUSSION INSTEAD WAS DISAGREEMENT OVER THE LEVEL OF
11:13:50 INVOLVEMENT OF THE VILLAGE.
11:13:54 AND SO THAT IS LARGELY A POLICY QUESTION, BUT I THINK IT'S A
11:13:59 GOOD POLICY QUESTION AND SEVERAL OF YOU HAVE RAISED, IF THE
11:14:04 VILLAGE IS GOING TO BE DIRECTING OR ALLOWING FUNDS GENERATED
11:14:09 THROUGH THE VILLAGE TO GO TO THE ESTERO FOREVER FOUNDATION,
11:14:13 THE VILLAGE SHOULD HAVE THE OPPORTUNITY TO ENSURE THAT THOSE
11:14:17 FUNDS ARE USED FOR THE VILLAGE AND ITS CITIZENS.
11:14:22 SO THAT'S PART OF WHAT IS ATTEMPTED TO BE ACCOMPLISHED HERE.
11:14:27 BOTH IN MY ROLE AS A MUNICIPAL ATTORNEY AND IN MY ROLE AS A
11:14:31 PRIVATE VOLUNTEER CITIZEN, HAVING BEEN ON THE BOARDS OF MANY
11:14:35 NONPROFITS, AS MANY OF YOU HAVE, THIS IS NOT AN OVERLY
11:14:38 COMPLEX AGREEMENT.
11:14:39 IT SIMPLY CONTAINS TERMS AND CONDITIONS.
11:14:43 BY THE WAY, THE TERMS AND CONDITIONS THAT YOU SEE ARE TERMS
11:14:46 AND CONDITIONS THAT THE MANAGER AND I NEGOTIATED WITH THE
11:14:49 PRESIDENT IN THE CONFERENCE ROOM ON THE SECOND FLOOR OF THIS
11:14:55 BUILDING.
11:14:55 IT'S A BIT FRUSTRATING BECAUSE WHENEVER I FEEL LIKE I HAVE
11:15:00 PRODUCED A DOCUMENT THAT ADDRESSES THE CONCERNS, AND WE ARE
11:15:05 ALL IN THE ROOM AND ALL SAY, OKAY, THIS SOUNDS GOOD, THEN
11:15:10 THERE ARE ADDITIONAL CONCERNS THAT ARE RAISED AFTER THAT
11:15:12 DOCUMENT GETS E-MAILED OUT.
11:15:14 AT SOME POINT I WOULD HOPE THAT THE PERFECTION NOT BE THE
11:15:21 ENEMY OF THE GOOD.

11:15:23 AND IF THE FOUNDATION WANTS TO PARTNER WITH THE VILLAGE, I'M
11:15:27 DISAPPOINTED THAT THEY DIDN'T EVEN COME TO THE WORKSHOP
11:15:31 TODAY TO TALK ABOUT THESE THINGS AND MAYBE HASH SOME OF
11:15:34 THESE THINGS OUT.
11:15:35 WE'RE SHIPS PASSING IN THE NIGHT.
11:15:38 I CERTAINLY TAKE DIRECTION FROM OUR MANAGER.
11:15:42 HE'S BEEN LEADING, AND HE MAINTAINS GOOD RELATIONSHIPS WITH
11:15:45 THE FOUNDATION.
11:15:46 I'LL WRITE WHATEVER I'M ASKED TO WRITE.
11:15:49 MY DUTY AS YOUR LAWYER IS TO MAKE SURE THAT YOU HAVE A
11:15:53 DOCUMENT THAT ADDRESSES THE POINTS THAT NEED TO BE ADDRESSED
11:15:55 AT THE LEVEL OF CLARITY THAT THEY NEED TO BE ADDRESSED SO
11:15:59 THAT, FOR INSTANCE, IF THE AGREEMENT IS AUDITED -- AND I
11:16:03 KNOW THAT'S ONE THING THAT OUR FINANCE DIRECTOR HAS BEEN
11:16:05 CONCERNED ABOUT IS THAT WE REALLY CLARIFY THE AUDIT
11:16:09 SITUATION -- THAT AN AUDITOR IS GOING TO BE ABLE TO LOOK AT
11:16:12 IT AND SAY, "I'VE GOT ENOUGH CLARITY HERE TO SEE WAS THIS
11:16:16 COMPLIED WITH OR NOT."

11:16:17 THE MORE VAGUE AND GENERAL WE ARE, THE LESS THAT'S REALLY
11:16:23 GOING TO HAPPEN.
11:16:23 SO WE'RE NOT THAT LEVEL OF ACCOUNTABILITY FOR THE FUNDS THAT
11:16:27 THE VILLAGE PROVIDES WOULDN'T BE THERE.
11:16:30 I DON'T KNOW, COUNCILMEMBER ZALUCKI, IF THAT RESPONDS TO
11:16:38 WHAT YOU'RE SAYING OR NOT.
11:16:40 I'M NOT TRYING TO BE OVERCOMPLEX, BUT TRYING TO BE THOROUGH.

11:16:43 >>George Zalucki: ROB, THANK YOU.
11:16:45 I AS WELL AS THE OTHERS CERTAINLY APPRECIATE YOUR DETAILS
11:16:48 AND YOU'VE TAKEN CARE OF THOSE MATTERS.
11:16:51 WOULD -- MAYOR, AM I ALLOWED TO ASK SOME QUESTIONS?
11:16:54 THANK YOU.
11:16:55 THIS AGREEMENT THEN, ROB, IS PRIMARILY A FRAMEWORK SAYING
11:17:00 THIS IS WHAT WE'RE GOING TO DO WITH THE MONIES GENERATED
11:17:04 FROM THE DRIVING RANGE PRIMARILY, BUT ISN'T THERE OTHER
11:17:09 LANGUAGE IN HERE THAT ALSO SPEAKS ABOUT THE RELATIONSHIP
11:17:12 MOVING FORWARD AND WHAT IS INCUMBENT UPON THE FOUNDATION TO
11:17:16 WORK WITH THE VILLAGE, IS THAT THE STICKING POINT OR WHAT
11:17:21 SEEMS TO BE SOME OF THE DETAIL STICKING POINTS?
11:17:24 >>Robert Eschenfelder: AGAIN, AND THE MANAGER CAN SPEAK TO
11:17:25 THIS IF HE WANTS TO AS WELL.
11:17:27 WE SAT IN OUR CONFERENCE ROOM AND TALKED ABOUT THIS VERY
11:17:29 LANGUAGE.
11:17:30 I TOOK THOSE NOTES.
11:17:31 I THINK I STILL HAVE MY HANDWRITTEN NOTES.
11:17:34 SO WHEN THE THREE OF US LEFT THAT ROOM, I THOUGHT THAT THE
11:17:39 EFF PRESIDENT WAS AGREEABLE TO THAT.
11:17:42 SO WE COULD TWEAK CERTAIN THINGS.
11:17:45 BUT WHAT I'M SEEING BACK NOW, SO THE DRAFT THAT I PRODUCED
11:17:49 WAS SENT OUT.
11:17:51 THE PRESIDENT HAD SEVERAL RESPONSES RAISING SEVERAL SPECIFIC
11:17:56 CONCERNS.

11:17:56 I MADE EDITS AND SENT THOSE EDITS BACK TO HIM.
11:18:01 I ASKED FOR A PHONE CALL TO TALK ABOUT IT.
11:18:04 HIS RESPONSE WAS I'M NOT HAVING A PHONE CALL.
11:18:06 I ONLY WANT TO DO THIS IN WRITING.
11:18:09 I PRODUCED WHAT I THOUGHT IN RESPONDING TO HIS E-MAILS WERE
11:18:12 ANSWERING EACH OF HIS SPECIFIC CONCERNS AND THEN THE NEXT
11:18:15 RESPONSE WAS, WE'RE JUST NOT GOING TO PARTICIPATE.
11:18:18 ANYTIME YOU HAVE A PARTNER, AS YOU ALL KNOW IN YOUR VARIOUS
11:18:24 ROLES, THAT PARTNER NEEDS TO WORK IN PRODUCTIVE COOPERATIVE
11:18:28 RELATIONSHIP WITH YOU.
11:18:29 AGAIN, COMPLEXITY, I AM MORE THAN HAPPY TO WORK THROUGH
11:18:35 DRAFT NUMBER VERSION 15 TO TRY TO DRILL DOWN IF THE CONCERN
11:18:39 ON THE PART OF THE FOUNDATION IS NON-UNDERSTANDABILITY.
11:18:49 I SIMPLY DON'T THINK THAT'S REALLY THE CONCERN.

11:18:52 I THINK THE CONCERN IS ONE OF, WE DO NOT WANT THE VILLAGE TO
11:18:53 HAVE AS MUCH INPUT AND OVERSIGHT AS THE VILLAGE IS ASKING
11:18:57 FOR.
11:18:58 ULTIMATELY, THAT'S FOR YOU ALL AND THE MANAGER.
11:19:00 I'M JUST YOUR LAWYER.
11:19:01 BUT THAT IS MY PERCEPTION OF WHERE THE STANDOFF REALLY IS.
11:19:06 >>George Zalucki: THANK YOU.
11:19:06 IT SEEMS TO ME THAT THE RESPONSE FROM MR. QUIN IS THAT HE
11:19:09 FEELS THERE'S SOME ENCROACHMENT ON THEIR AUTONOMY TO OPERATE
11:19:14 AS A NONPROFIT.
11:19:15 BUT THIS IS SPECIFIC TO THE RELATIONSHIP WITH THE VILLAGE.

11:19:18 ESSENTIALLY I BELIEVE THE VILLAGE WOULD HAVE AN OPTION TO
11:19:23 WORK WITH THE FOUNDATION ON PROGRAMS OR PERHAPS A
11:19:29 RELATIONSHIP THEY DON'T WORK ON PROGRAMS WITH THE EFF.
11:19:32 I THINK WE ALL RECOGNIZE THE EFF IS NOT AN ARM OF THE
11:19:35 VILLAGE OF ESTERO.
11:19:38 IT'S ITS OWN INDEPENDENT ENTITY AND ITS MOTTO IS WORK WITH,
11:19:43 RAISE MONEY PUBLICLY FOR PROJECTS TO WORK WITH THE VILLAGE
11:19:46 OF ESTERO.
11:19:46 I SAY THIS FROM A SEAT OF SOMEWHAT AUTHORITY SERVING AS THE
11:19:50 CHAIR OF THAT FOUNDATION FOR A COUPLE OF YEARS AND ALSO
11:19:54 BEING A LIAISON.
11:19:55 SO I THINK THERE'S CERTAINLY -- AND ROB, I WOULD CERTAINLY
11:20:00 OFFER MYSELF TO ATTEND ANY MEETINGS IF IT WOULD BE HELPFUL
11:20:03 TO HELP BRIDGE SOME OF THE COMMUNICATION GAPS SO WE CAN WORK
11:20:07 TOGETHER.
11:20:07 I THINK US AND THE FOUNDATION CAN GET GREAT THINGS DONE.
11:20:12 WE HAVE ALREADY PROVEN THAT.
11:20:13 IF IT IS A MATTER OF MAKING CERTAIN FOLKS FEEL COMFORTABLE
11:20:16 ABOUT THE RELATIONSHIP, I THINK WE CAN ACHIEVE THAT, TOO.
11:20:19 AGAIN, I WOULD BE MORE THAN WILLING TO ATTEND ANY MEETINGS
11:20:22 TO HELP MAKE THAT HAPPEN.
11:20:23 THANK YOU FOR ALL THE WORK YOU HAVE DONE AS WELL.
11:20:27 >>Mayor McLain: I HAVEN'T YIELDED MY QUESTIONS YET, BUT I'LL
11:20:30 ASK GEORGE, ONE OF THE CHANGES THAT I RECEIVED JUST
11:20:36 YESTERDAY AFTERNOON WAS THAT THEIR DESIRE, AND I THINK THAT

11:20:40 IS A GOOD ONE FOR THE FOUNDATION, IS TO BE LESS RELIANT ON
11:20:45 US, THE VILLAGE, PROVIDING FUNDS TO THEM.
11:20:48 I THINK THAT'S GOOD.
11:20:50 THEY CAN FIGURE OUT OTHER WAYS TO MAKE MONEY.
11:20:52 BUT THEN IT GOES ON THEY WANT TO ESTABLISH A FORMAL WRITTEN
11:20:56 GRANT SOLICITATION AND APPLICATION PROCESS TO ALLOW
11:20:58 NONPROFIT COMMUNITY ORGANIZATIONS AND OTHER SMALL GROUPS TO
11:21:04 REQUEST GRANTS OR SPONSORSHIP FROM THE FOUNDATION.
11:21:07 I THINK THAT'S FINE ALSO BECAUSE THEY CAN QUALIFY THE NEEDS
11:21:12 FOR THE MONIES.

11:21:14 I GO BACK TO I DON'T LIKE THE WORD COMMUNITY.
11:21:17 I LIKE THE WORD VILLAGE OF ESTERO IN THERE BECAUSE IT JUST
11:21:22 NEEDS TO BE THERE.
11:21:24 THEY GO ON AND THEY TALK ABOUT THE VILLAGE WILL BE INITIALLY
11:21:27 -- THE VILLAGE -- I THINK FUNDS WILL BE INITIALLY SEGREGATED
11:21:31 FROM OTHER FOUNDATION FUNDS AND FURTHER SEGREGATED INTO PRE-
11:21:36 AND POST-AGREEMENT ACCOUNTS.
11:21:39 I THINK THAT GOES BACK TO THE VICE-MAYOR AND MYSELF, WHY THE
11:21:42 SEPARATION?
11:21:43 WHY NOT HAVE JUST ONE FUND?
11:21:45 IT BECOMES AN ACCOUNTING NIGHTMARE, I THINK, TO FIGURE OUT
11:21:50 WHO IS ON FIRST BASE ON THIS THING, AT LEAST IN MY MIND.
11:21:53 I THINK SOMEBODY HAS TO HAVE A SIT-DOWN AGREEMENT TO SAY WHY
11:22:01 DO WE NEED THIS AND HOW DO WE WORK THROUGH THAT IN THE
11:22:05 FUTURE?

11:22:06 I WANT TO GIVE THEM SOME AUTONOMY BUT ALSO DON'T WANT TO
11:22:13 GIVE THEM A CARTE BLANCHE OF OUR CITIZENS DONATING MONEY TO
11:22:16 THEM.
11:22:17 THEY NEED TO UNDERSTAND, IF I GIVE YOU A THOUSAND DOLLARS OR
11:22:19 50,000, WHERE IS THAT GOING TO BE SPENT?
11:22:23 I THINK THE ESTERO FOREVER FOUNDATION ACTUALLY HAS THAT
11:22:28 RESPONSIBILITY THAT I BELIEVE YOU WERE INVOLVED, NOT THE
11:22:32 CHARTER, BUT I THINK IT WAS DIRECTED FOR THE VILLAGE OF
11:22:34 ESTERO.
11:22:35 SO WE NEED TO KEEP THAT UPPERMOST IN THERE AND FIGURE OUT
11:22:39 THE REST OF THE ITEMS OF HOW WE WORK TOGETHER TO MAKE THIS
11:22:42 HAPPEN.
11:22:43 THEY ARE A VALUABLE ORGANIZATION FOR US.
11:22:46 THEY HAVE DONE A WONDERFUL JOB, SO LET'S SEE IF WE CAN KEEP
11:22:49 THEM ACTIVELY INVOLVED AT LEAST THROUGH APRIL AND WE'VE GOT
11:22:52 OTHER OPPORTUNITIES I THINK THEY CAN BE ENGAGED IN.
11:22:55 IT'S GREAT TO HAVE A NETWORK OF VOLUNTEERS.
11:22:58 SO WHAT WE DON'T WANT TO DO IS DETERIORATE THAT RELATIONSHIP
11:23:02 BY SOME KIND OF A LEGAL, QUOTE, LEGAL DOCUMENT.
11:23:05 SO I WOULD ENCOURAGE -- IT TAKES TWO PEOPLE TO TANGLE IN
11:23:10 THIS THING.
11:23:11 WE NEED TO SIT IN SOME FORMAT AND LET THE VILLAGE MANAGER
11:23:15 FIGURE OUT WHAT IS THE BEST WAY FOR US TO SIT DOWN, DEVELOP
11:23:20 THE LANGUAGE THAT WORKS FOR THEM AND FOR US AND ALL OUR
11:23:24 CITIZENS THAT WE REPRESENT.

11:23:25 AND MAKE IT UNDERSTANDABLE SO THAT EVERYBODY UNDERSTANDS
11:23:28 THAT.
11:23:28 STEVE, DO YOU HAVE A COMMENT?
11:23:31 >>Steven Sarkozy: WELL, TOTALLY AGREE.
11:23:33 WHAT WE'RE TRYING TO DO HERE IS CREATE A WIN-WIN SITUATION.
11:23:36 THIS IS JUST A LITTLE POTHOLE IN THE ROAD.

11:23:44 IT'S NOT SOMETHING THAT IS MAJOR.
11:23:46 GIVE US SOME TIME AND WE'LL COME BACK WITH OTHER
11:23:50 MODIFICATIONS HERE.
11:23:51 BUT WE WANT THEM TO BE INCREDIBLY SUCCESSFUL.
11:23:56 THAT WAS THE INTENT WHEN WE STARTED THIS OUT.
11:24:00 COVID AND OTHER THINGS GOT IN THE WAY OF THEIR INITIAL
11:24:05 GROWTH, BUT THIS IS GOING TO BE ONE OF THOSE LEGACY ISSUES
11:24:08 THAT THE VILLAGE WAS INSTRUMENTAL IN FORMING, AND WE WANT --
11:24:13 I THINK WE ALL WANT THIS TO BE SUCCESSFUL AS WE MOVE
11:24:18 FORWARD.
11:24:18 >>Mayor McLain: GOING TO BE A WIN-WIN FOR THE WHOLE VILLAGE.
11:24:20 ANY OTHER COMMENTS FROM COUNCIL?
11:24:21 JIM WARD.
11:24:22 >>Jim Ward: LAST THOUGHT ON THIS, I APPRECIATE ROBERT'S
11:24:25 INSIGHT INTO THE DISCUSSIONS THEY DID HAVE WITH EFF AND HIS
11:24:30 INTERPRETATION OR HIS BELIEF THAT THEY WERE SOMEWHAT IN
11:24:33 AGREEMENT WITH THAT.
11:24:34 GIVES A LITTLE BIT MORE BETTER LIGHT TO THE SITUATION.
11:24:37 I WAS DISAPPOINTED NO ONE FROM EFF STAYED AROUND TO BE PART

11:24:42 OF THIS DISCUSSION.
11:24:43 I INITIALLY HAD THOUGHTS ABOUT ASKING JOHN WHEN HE CAME UP
11:24:46 AND MADE HIS COMMENTS AS TO WHAT HIS SPECIFIC CONCERNS WERE,
11:24:50 BUT I THOUGHT I WOULD BE BETTER TO WAIT UNTIL WE HAD THIS
11:24:54 WORKSHOP TO DISCUSS IT.
11:24:55 WHAT I THINK IS RELATIVELY IMPORTANT HERE IS TWO THINGS.
11:24:59 ONE, WE HAVE A VERY SHORT TIME FRAME BECAUSE JANUARY IS WHEN
11:25:03 WE START THE PEAK SEASON FOR THIS PARTICULAR
11:25:07 REVENUE-GENERATING OPERATION THAT WE OWN.
11:25:09 THE SECOND IS THE POINT THAT THIS IS A VILLAGE ASSET THAT
11:25:14 GENERATES A LOT OF REVENUE, AND IT GENERATES A LOT OF TOP
11:25:18 REVENUE AND IT GENERATES A LOT OF NET REVENUE PRIMARILY
11:25:21 BECAUSE OF THE INTERACTION OF EFF AND THE VOLUNTEERS THAT
11:25:28 THEY GENERATE.
11:25:28 LOOKING BACK AT THE REVENUES THAT ARE GENERATED JANUARY,
11:25:32 FEBRUARY, MARCH OF LAST YEAR, THEY ARE PRETTY -- MY
11:25:37 UNDERSTANDING, BEYOND THE NUANCES THAT YOU CORRECTLY POINT
11:25:39 OUT, ALL WE'RE ASKING THEM TO DO IS SEGREGATE THOSE FUNDS
11:25:43 THAT THEY GENERATE FROM THE DRIVING RANGE AND SPECIFICALLY
11:25:52 USE THOSE FUNDS SO THE VILLAGE BENEFITS AND HAVE A COLLAR
11:25:57 AROUND WHAT THEY CAN USE AS ADMINISTRATIVE EXPENSES.
11:26:00 I DON'T KNOW IF THE COLLAR ON THE ADMINISTRATIVE EXPENSES IS
11:26:03 WHAT SOME OF THE CONCERN IS, BUT THAT'S SOMETHING WE COULD
11:26:06 POTENTIALLY DISCUSS WITH THEM.
11:26:08 BUT I THINK IT'S IMPORTANT FOR US TO RECOGNIZE THAT WE HAVE

11:26:10 A VERY SHORT WINDOW HERE TO GET SOMETHING RESOLVED.
11:26:17 UNLESS WE DO, WE'LL POTENTIALLY LOSE SOME REVENUE.

11:26:20 IF I REMEMBER, $4 MILLION IS WHAT WE SPENT FOR THE DRIVING
11:26:24 RANGE, IS THAT CORRECT?
11:26:27 >>Mayor McLain: 4.2 OR SOMETHING.
11:26:28 >>Steven Sarkozy: I SHOULD KNOW THAT.
11:26:32 >>Jim Ward: I THINK IT WAS IN THAT RANGE.
11:26:34 ANYWAY, THOSE VILLAGE FUNDS THAT WERE SPENT.
11:26:37 SO THERE ARE EXPENSES THAT WE ARE INCURRING AND/OR LOST
11:26:42 REVENUE AS A RESULT OF PURCHASING THAT PROPERTY.
11:26:45 SO WE HAVE EXPENSES OURSELVES.
11:26:50 I ENCOURAGE US TO FIND A SOLUTION TO THIS VERY QUICKLY.
11:26:54 >>Mayor McLain: MAYBE TO WRAP THIS UP, I'LL LET THE
11:26:57 VICE-MAYOR TALK, I THINK OBVIOUSLY WE ALL RESPECT THE
11:27:00 TALENTS THAT WE HAVE IN OUR VILLAGE MANAGER.
11:27:03 THIS IS NOT OVERLY COMPLEX.
11:27:05 WE CAN GET THROUGH THIS.
11:27:06 AND IT IS IMPORTANT THAT WE MAKE IT A WIN-WIN FOR ALL THE
11:27:12 PARTIES THAT CAN BENEFIT FROM A GOOD RELATIONSHIP BETWEEN
11:27:15 PARTIES.
11:27:16 I THINK WE JUST PUT IT IN YOUR HANDS AND WE CAN HELP
11:27:22 INDIVIDUALLY OR WHATEVER, WE'LL DO THAT.
11:27:23 VICE-MAYOR, HAVE YOU GOT --
11:27:25 >>Vice-Mayor Ribble: JUST FOR MY OWN KNOWLEDGE, FROM THE
11:27:29 FIRST DRAFT THAT WE RECEIVED IN OUR PACKET TO THE SECOND

11:27:32 DRAFT THAT WE RECEIVED THIS MORNING AT OUR DESK, I'M
11:27:35 ASSUMING THESE CHANGES WERE AT THE SUGGESTION OF THE EFF.
11:27:40 >>Mayor McLain: YES.
11:27:40 JOHN QUIN PROBABLY.
11:27:42 >>Vice-Mayor Ribble: THEREFORE WHY WOULDN'T HE BE HERE?
11:27:44 IT'S ALL BEEN INCORPORATED IN HERE.
11:27:46 >>Mayor McLain: EXPLAINED THIS MORNING, HE SAID HIS BOARD
11:27:49 DID NOT WANT HIM HERE.
11:27:50 AND THAT IS A QUESTION WHY.
11:27:53 THE WORKSHOP IS A GREAT WAY TO EXCHANGE IDEAS IN AN OPEN
11:27:56 FORMAT AND WE DON'T HAVE THAT ADVANTAGE TODAY AS TO WHY
11:28:02 THESE CONDITIONS ARE PUT IN HERE.
11:28:04 IT WOULD BE NICE TO UNDERSTAND THAT SO WE CAN MAYBE SAY,
11:28:07 YEAH, THAT'S GREAT OR NOT.
11:28:08 WE'RE TODAY JUST DISCUSSING AMONGST OURSELVES AND WE CAN'T
11:28:13 GET MUCH REALLY FORWARD MOTION.
11:28:15 >>Vice-Mayor Ribble: I'M ASSUMING HE STILL IS WILLING TO SIT
11:28:18 DOWN WITH THE VILLAGE AND FURTHER DISCUSS THIS, CORRECT?
11:28:22 >>Steven Sarkozy: I WOULD THINK SO.
11:28:23 AGAIN, WE'RE ALL TRYING TO FIND A WIN-WIN.
11:28:26 THE OPERATION OF A FOUNDATION HAS A GENERAL PURPOSE TO
11:28:34 ASSIST THE VILLAGE IN GENERAL.
11:28:39 BUT YOU CAN ALSO HAVE DONOR-DIRECTED FUNDS.
11:28:44 IT'S A LITTLE BIT LIKE AN UMBRELLA.

11:28:45 THE STEM OF THE UMBRELLA IS THE MAIN PURPOSE OF WHAT IS OUT

11:28:53 THERE, THE BENEFIT TO THE VILLAGE.
11:28:54 BUT THEN EACH SPINE OF THE UMBRELLA THAT COMES DOWN COULD BE
11:28:58 A DONOR-DIRECTED FUND WHICH HAS SOME SPECIFIC CATEGORY THAT
11:29:03 A DONOR WISHES TO DIRECT TO THAT FUNCTION.
11:29:07 SO AS SUCH, THE ESTERO FOREVER FOUNDATION CAN SERVE AS THAT
11:29:13 UMBRELLA ORGANIZATION AND PROVIDE AN OPPORTUNITY FOR ANYONE
11:29:15 TO DONATE MONIES FOR ANY CAUSE, SPECIFIC OR GENERAL, TO THE
11:29:21 VILLAGE OF ESTERO.
11:29:22 THAT'S GREAT.
11:29:24 I'VE SAT ON A COUPLE OF VERY LARGE COMMUNITY FOUNDATION
11:29:31 BOARDS THAT HAVE HUNDREDS OF MILLIONS OF DOLLARS, AND THAT'S
11:29:34 THE WAY THAT THEY WORK.
11:29:37 SO WE'VE GOT THIS FORMATIVE STAGE WHERE WE'RE TRYING TO
11:29:41 FIGURE OUT HOW TO USE, HOW TO BEST CREATE THIS RELATIONSHIP
11:29:48 SO THAT WE CAN BE ACTIVE SUPPORTERS OF THE ESTERO FOUNDATION
11:29:54 KNOWING THAT THE CONCERNS OF THE RESIDENTS ARE BEING
11:30:00 ADDRESSED, BOTH FROM A FINANCIAL STANDPOINT AND ALSO FROM A
11:30:05 MISSION STANDPOINT.
11:30:06 ALL THE PARTIES HERE ARE REASONABLE, AND THEY ARE ALL
11:30:10 FOCUSED ON DOING GOOD FOR ESTERO.
11:30:12 SO I'M CONFIDENT THAT WE CAN BRING SOMETHING BACK THAT'S
11:30:16 GOOD FOR EVERYBODY.
11:30:18 >>Vice-Mayor Ribble: I SAT ON SOME OF THE VERY INITIAL
11:30:20 MEETINGS OF THE EFF, AND THAT WAS THEIR OBJECTIVE, TO HAVE
11:30:24 DONOR SPECIFIC CONTRIBUTIONS.

11:30:30 THE PROBLEM AT THE VERY BEGINNING WAS IDENTIFYING THAT
11:30:33 PROJECT THAT THEY COULD GET DONOR SPECIFIC DONATIONS FOR.
11:30:40 WE'RE STILL IN THE INFANCY STAGES OF THIS FOUNDATION, SO WE
11:30:44 CAN'T GO THERE YET.
11:30:46 NEITHER CAN THE VILLAGE IDENTIFY A PROJECT YET.
11:30:51 BUT HOPEFULLY IN THE FUTURE THAT IS HOW IT WILL DEVELOP.
11:30:58 >>Mayor McLain: I THINK WE CAN DO THAT.
11:31:00 DO WE HAVE ANY PUBLIC SPEAKERS?
11:31:02 >>Carol Sacco: WE DO NOT.
11:31:02 I WANTED TO LET YOU KNOW, MR. QUIN HANDED ME THE COMMENT
11:31:07 CARD, I DID TELL HIM IT WAS AGENDA ITEM 12A AND HE SAID HE
11:31:12 COULD NOT STAY FOR THAT PART OF THE MEETING.
11:31:14 HE WANTED TO SPEAK ANYWAY.
11:31:17 >>Mayor McLain: GARY, DID YOU FILL OUT A CARD?
11:31:21 >> CAN I MAKE A COMMENT?
11:31:22 >>Mayor McLain: YOU GOT TO FILL OUT A CARD, TOO.
11:31:24 YOU CAN DO THAT AFTER THE FACT.
11:31:28 >> GARY ISRAEL.
11:31:31 I WAS A CHARTER DONOR TO THE EFF.
11:31:40 IT WAS PRESENTED TO THE COMMUNITY AS AN OPPORTUNITY TO SAVE

11:31:44 INTO A FUND THAT WOULD ENABLE THE VILLAGE TO PROVIDE
11:31:49 AMENITIES TO THE COMMUNITY THAT WITHOUT USING TAX DOLLARS.
11:31:54 IT WAS EVEN ENCOURAGED TO MAKE A PART OF YOUR WILL TO BE
11:32:05 LEFT -- I KNOW THERE IS A PHRASE FOR THAT -- LEGACY DONATION
11:32:11 THAT AFTER I'M DEAD AND GONE, I HAVEN'T DONE THAT AND I

11:32:15 DON'T KNOW IF ANYBODY DID THAT, BUT IF WE'RE TALKING ABOUT
11:32:18 OBLIGATING PART OF SOMEBODY'S ESTATE DOWN THE ROAD IN THIS,
11:32:24 THEN IT MIGHT HAVE TO KEEP THE FUNDS SEPARATE FROM WHAT'S
11:32:29 COMING IN FROM THE GOLF DRIVING RANGE, WAS INITIALLY
11:32:35 DIRECTED TO THE ESTERO FOREVER FOUNDATION.
11:32:37 I DON'T KNOW IF ENOUGH PEOPLE ARE AWARE OF THAT AND WHERE
11:32:42 THAT STANDS.
11:32:43 I HAVEN'T BEEN ON THE WEBSITE IN A LONG TIME TO SEE IF THERE
11:32:46 IS A BREAKDOWN OF HOW MUCH IS LEGACY AND HOW MUCH IS CASH
11:32:49 AND STOCKS, OR WHATEVER IT MIGHT BE.
11:32:52 TO ME, THAT WOULD BE A PLACE TO START IS TO FIGURE OUT WHAT
11:32:58 KIND OF MONIES THAT ARE IN THIS EFF AND THEN HOW TO DISPENSE
11:33:06 WITH IT.
11:33:07 I HOPE THAT HELPS.
11:33:08 >>Mayor McLain: NO ONE ELSE?
11:33:10 >>Carol Sacco: NO ONE ELSE.
11:33:11 >>Mayor McLain: NO E-COMMENTS.
11:33:12 THERE'S NO VOTING ON THIS TODAY.
11:33:14 SO THE NEXT WORKSHOP IS 12B.
11:33:16 IT IS THE BEN HILL GRIFFIN PROJECT UPDATE.
11:33:20 I KNOW DAVID WILL BE BRIEF ON THIS.
11:33:25 >>Lori Fayhee: MAYOR, CAN I HAVE ONE QUESTION?
11:33:28 I'M SORRY.
11:33:29 WHERE DO WE GO FROM HERE?
11:33:32 >>Mayor McLain: WE PUT IT IN OUR VILLAGE MANAGER'S HANDS.

11:33:35 >>Steven Sarkozy: WE'LL CONTINUE -- WE'LL HOPEFULLY ASK THE
11:33:39 ESTERO FOREVER FOUNDATION TO CONTINUE TO OPERATE THE DRIVING
11:33:42 RANGE TO SECURE INCOME.
11:33:44 WE'LL CONTINUE TO DISCUSS WITH THEM ON SOME TYPE OF
11:33:50 AGREEMENT THAT OUTLINES OUR RELATIONSHIP AND WE'LL CONTINUE
11:33:57 TO BE SUPPORTIVE OF THEIR EFFORTS TO GENERATE MONIES BUT
11:34:01 THEN BRING AN AGREEMENT BACK TO YOU AS EARLY AS POSSIBLE.
11:34:06 >>Lori Fayhee: THANK YOU.
11:34:07 >>Mayor McLain: YOU'RE UP.
11:34:08 >>David Willems: WHAT STAFF WANTED TO DO IS PROVIDE A REAL
11:34:12 QUICK UPDATE ON WHAT'S GOING ON WITH BEN HILL GRIFFIN.
11:34:16 WE'RE GETTING VERY CLOSE TO THE END.
11:34:18 IT'S BEEN SUBMITTED TO LEE COUNTY D.O.T. FOR PERMITTING.
11:34:21 THEY HAD A COUPLE OF COMMENTS AND THAT'S WHAT WE'LL GO OVER
11:34:23 RIGHT NOW, EXACTLY WHAT THE STATUS IS.
11:34:25 THERE'S BEEN SOME MINOR TWEAKS FROM THE ORIGINAL PLAN THAT

11:34:29 COUNCIL HAS SEEN.
11:34:30 JUST REFRESHER, THE LOCATION OF IT, BEN HILL GRIFFIN,
11:34:35 BASICALLY THE ENTIRE SECTION THAT'S LOCATED WITHIN THE
11:34:37 VILLAGE.
11:34:37 IT'S ALONG GRANDEZZA AND HERTZ BETWEEN ESTERO PARKWAY AND
11:34:43 CORKSCREW ROAD.
11:34:43 WHAT WE'RE LOOKING AT DOING, LANDSCAPING AND DOING SOME
11:34:48 CHANGES TO THE PATH.
11:34:50 SOME OF THE CONSTRAINTS THAT WE HAVE TO DEAL WITH, THERE ARE

11:34:54 A LOT OF UTILITIES ON BOTH SIDES OF THE ROAD, SO WE'RE NOT
11:34:57 GOING TO BE ABLE TO DO SOME OF THE TREES LIKE WE DID ON
11:35:00 ESTERO PARKWAY.
11:35:01 THERE'S JUST NOT THE ROOM TO DO THAT.
11:35:02 IN THE MIDDLE, ONE OF THE THINGS WE CAME ACROSS IN THE
11:35:05 PERMITTING THROUGH THE COUNTY IS THAT WHILE THE SPEED LIMIT
11:35:09 IS FINE FROM A LARGE TREE STANDPOINT, THERE'S CURRENTLY NO
11:35:12 CURB ALONG THE MEDIAN.
11:35:14 SO THERE ARE CERTAIN CONSTRAINTS.
11:35:17 WHAT I'LL TALK ABOUT IN A FEW MINUTES ARE SOME OF THE TREES
11:35:20 THAT WE'RE LOOKING TO HAVE TO CHANGE OUT.
11:35:23 WE'LL MEANDER THE SIDEWALK IN A COUPLE OF LOCATIONS ALONG
11:35:25 GRANDEZZA.
11:35:27 WE'RE NOT GOING TO BRING IT 30 FEET OFF THE ROAD, BUT JUST
11:35:31 TO BREAK UP THE SIDEWALK SO IT'S NOT A CONTINUOUS OFFSET OF
11:35:34 THE ROAD.
11:35:34 REALLY, THE IRRIGATION RIGHT NOW, IT'S WELLS.
11:35:38 YOU MAY NOT EVEN NOTICE THAT BECAUSE THE COUNTY IS NOT
11:35:41 REALLY IRRIGATING MUCH.
11:35:44 GENERALLY THE PLANTS ARE REALLY DYING.
11:35:47 BUT WE'LL CHANGE THAT TO BE RECLAIMED WATER COMING OFF OF
11:35:50 CORKSCREW ROAD.
11:35:51 WHAT'S THE CURRENT STATUS?
11:35:55 REALLY, SEEMS LIKE WE ALWAYS HAVE TROUBLE ON THE PROJECTS,
11:35:58 THE EASEMENTS BECAUSE IT'S REALLY ALMOST A FULL-TIME JOB TO

11:36:01 GET PEOPLE TO GRANT EASEMENTS IN A SITUATION WHERE THEY
11:36:05 REALLY -- THEY ARE NOT THE ONES THAT WANT THE EASEMENTS.
11:36:08 WE DO.
11:36:08 SO IT'S DIFFICULT TO GET PEOPLE TO ACT WHEN YOU'RE THE ONE
11:36:11 THAT'S ASKING FOR IT.
11:36:12 WE NEED TWO ENTITIES TO GIVE US EASEMENTS.
11:36:16 ONE IS GRANDEZZA.
11:36:18 WE'VE BEEN WORKING WITH THEM FOR QUITE A LONG TIME.
11:36:20 IT'S TAKEN A REALLY LONG TIME TO GET THEM TO SIGN THE
11:36:24 EASEMENTS.
11:36:24 THE COUNTY NOW WANTS THOSE EASEMENTS TO BE IN THEIR NAME, SO
11:36:29 NOW WE'RE SWITCHING THOSE OUT AND TRYING TO GET GRANDEZZA TO

11:36:33 SIGN THOSE.
11:36:33 THERE'S NO OBJECTION FROM GRANDEZZA.
11:36:35 I THINK THERE WAS A POINT WHERE THEY WERE LOOKING AT
11:36:37 CHANGING OWNERSHIP, SO THERE ARE SOME THINGS GOING ON BEHIND
11:36:40 THE SCENES THAT REALLY DELAYED.
11:36:42 THEY DON'T HAVE AN OBJECTION.
11:36:43 JUST A MATTER OF GETTING THEM SIGNED.
11:36:46 WITH MIROMAR, THERE'S NOT -- WE'RE NOT DOING ANY SIDEWALKS
11:36:49 OR ANYTHING, BUT IN ORDER FOR US TO GET THE IRRIGATION TO
11:36:52 USE RECLAIMED WATER, WE HAVE TO CROSS THE CORNER OF THEIR
11:36:56 PROPERTY DOWN BY THE BANK, RIGHT AT THE INTERSECTION OF BEN
11:37:00 HILL GRIFFIN PARKWAY AND CORKSCREW ROAD.
11:37:02 SO WE NEED TO BRING THE REUSE LINE IN AND ACTUALLY NEED TO

11:37:06 INSTALL A PUMP, AND WE'RE WORKING WITH THEM.
11:37:08 WE MET WITH THEM ONCE TO DISCUSS IT.
11:37:11 WE NEED TO GET THE DOCUMENTS OVER TO THEM TO SIGN IT.
11:37:14 IT SHOULDN'T REALLY IMPACT THEM.
11:37:15 IT'S A GREENSPACE THAT THERE'S REALLY NOTHING THERE.
11:37:18 SHOULDN'T AFFECT ANY OF THEIR OPERATIONS.
11:37:20 THE CHANGE RIGHT NOW IN THE DESIGN, WE'RE KIND OF IN THE
11:37:26 MIDDLE RIGHT NOW.
11:37:27 IT'S JUST A TWO-LANE ROAD, AND THEY DIDN'T PUT CURB IN THE
11:37:30 MIDDLE PARTLY BECAUSE EVENTUALLY IT'S GOING TO BE SIX LANES.
11:37:34 IF THEY PUT THE CURB IN, WHEN THEY WIDEN IT, THEY'LL HAVE TO
11:37:37 TAKE THE CURB OUT.
11:37:38 RIGHT NOW IT'S 45-MILE AN HOUR WITH NO CURB.
11:37:40 SO THE OFFSET IS PRETTY WIDE.
11:37:42 I THINK IT'S 24 FEET.
11:37:44 AND IN MOST CASES, THE MEDIAN IS 50 FEET.
11:37:49 SO YOU REALLY DON'T HAVE ROOM FOR THESE LARGER TREES.
11:37:54 WHAT COULD HAPPEN IN THE FUTURE WHEN THEY DO WIDEN THE ROAD
11:37:57 INTO SIX LANES, THEY WILL LIKELY PUT CURB ALONG THE EDGES.
11:38:02 AND THEN THAT CHANGES THE OFFSET FROM 24 FEET TO 4 FEET.
11:38:06 SO THERE MAY BE AT SOME POINT IN THE FUTURE AN ABILITY TO
11:38:09 CHANGE OUT SOME OF THE SMALLER TREES THAT I'M SHOWING YOU
11:38:13 FOR THE LARGER TREES THAT WE HAVE TO REMOVE WHICH ARE THE
11:38:15 ROYAL PALMS, THE OAK TREES, AND THE BLACK OLIVES.
11:38:20 AND JUST A LITTLE BIT OF BACKGROUND WHY WE ARE PROPOSING

11:38:23 SOME OF THE LARGER TREES, THE RESIDENTS IN GRANDEZZA, THEY
11:38:27 WERE OBVIOUSLY LIVING THERE BEFORE A LOT OF THE COMMERCIAL
11:38:30 DEVELOPMENT WAS DONE ACROSS THE STREET.
11:38:32 AND SOME OF THEM ARE NOW SEEING A LOT OF THE LIGHTS FROM
11:38:35 ACROSS THE STREET, SPECIFICALLY YOU HAVE THE PARKING LOT
11:38:39 LIGHTING, AND THEN YOU ALSO HAVE THE LARGE STORAGE FACILITY.
11:38:42 SO THE HOPE WAS WE WOULD BE ABLE TO PUT IN LARGER TREES IN
11:38:47 THE MIDDLE OF THE MEDIAN THAT WOULD HELP BLOCK THAT VIEW

11:38:51 FROM THEM EVENTUALLY.
11:38:52 IT WOULD TAKE YEARS TO GET THERE, BUT WE'RE NOT GOING TO BE
11:38:55 ABLE TO DO THAT BUT MAYBE WHEN IT'S WIDENED WE CAN COME BACK
11:38:58 AND DO THAT.
11:39:01 I HAD A SECOND PRESENTATION THAT I WANTED TO SHOW.
11:39:04 WHAT THIS IS, THIS IS GOING TO SHOW THE TREES THAT WE'RE
11:39:09 CHANGING.
11:39:10 I THINK MOST ARE UNDERSTANDING OF WHAT THE BLACK OLIVES,
11:39:14 OAKS, AND ROYAL PALMS LOOK LIKE.
11:39:17 IN A FEW YEARS THEY HAVE A REALLY BIG TRUNK.
11:39:20 F.D.O.T. CRITERIA SEES THAT AS A DANGER TO VEHICLES.
11:39:25 WHAT WE'RE LOOKING AT DOING IS ON THE LEFT IS ALEXANDER
11:39:28 PALMS.
11:39:29 THEY ARE A VERY THIN PALM.
11:39:31 WE USE THEM IN A LOT OF PLACES.
11:39:32 THEY ARE ON THE ESTERO PARKWAY AND U.S. 41.
11:39:35 IF GOING UP U.S. 41 NORTH JUST BEFORE YOU HIT ESTERO

11:39:39 PARKWAY, IN THE MEDIAN, THOSE ARE ALEXANDER PALMS.
11:39:41 SO THERE WILL BE A LINE OF THOSE INSTEAD OF ROYAL PALMS FOR
11:39:45 RIGHT NOW.
11:39:45 AND THEN SEVERAL TREES THAT JUST DON'T GROW AS BIG AS THE
11:39:50 OAKS AND THE BLACK OLIVES.
11:39:52 WE'RE GOING TO BE USING A VARIETY OF THOSE.
11:39:55 HERE ARE TWO OF THEM.
11:39:57 ONE IS THE BAY RUM TREE AND THE DAHOON HOLLY.
11:40:01 WE HAVE USED THE DAHOON HOLLY QUITE A BIT ON ESTERO PARKWAY.
11:40:05 IT'S ALSO ON U.S. 41 AT THE VERY NORTH END WHERE WE HAVE THE
11:40:09 LANDSCAPING ON BOTH SIDES OF THE ROAD.
11:40:12 THOSE TREES ARE DAHOON HOLLY.
11:40:14 SO THERE WILL BE SOME OF THOSE IN THE MEDIAN AND THEN TWO
11:40:17 MORE TREES THAT WE'RE LOOKING AT DOING, WHICH IS A SILVER
11:40:21 BUTTONWOOD.
11:40:23 A TREE WITH A LITTLE BIT DIFFERENT COLOR.
11:40:25 IT'S NOT JUST A GREEN.
11:40:26 MORE OF A SILVERY GREEN AND THE SIMPSON STOPPER.
11:40:30 WHAT BRUCE IS DOING, HE'S CHANGING THOSE OUT AND WORKING TO
11:40:33 GET COUNTY APPROVAL FOR THOSE.
11:40:35 WITH THAT, I CAN ANSWER ANY QUESTIONS YOU HAVE.
11:40:38 >>Mayor McLain: HAS THE MPO GOT A DATE WHEN THEY MIGHT
11:40:41 EXPAND FROM FOUR TO SIX?
11:40:44 >>David Willems: I HAVE NOT HEARD TALK OF THAT EXPANDING.
11:40:49 THE BIGGER NEED IS LIKELY CORKSCREW ROAD BETWEEN THREE OAKS

11:40:52 AND I-75.
11:40:54 THAT'S PROBABLY LIKELY TO BECOME SIX LANES BEFORE THIS AREA.
11:40:58 >>Mayor McLain: I THINK WE SHOULD PROBABLY LOOK AT THAT
11:41:00 BEFORE WE SPEND A LOT OF MONEY.

11:41:04 BECAUSE OF THE ALICO INTERCHANGE UP THERE WITH THREE OAKS,
11:41:10 LET'S SEE, THIS IS BEN HILL GRIFFIN.
11:41:13 >>David Willems: IT'S ON THE OTHER SIDE.
11:41:14 >>Mayor McLain: IT'S ALREADY THERE.
11:41:16 >>David Willems: THE DESIGN ACTUALLY TAKES INTO ACCOUNT THE
11:41:18 WIDENING.
11:41:20 SO WE'RE NOT PUTTING ANY TREES.
11:41:23 THE SOD WILL HAVE TO BE TORN UP AND MAYBE GROUND COVER,
11:41:27 MAYBE SMALL SHRUBS, BUT NOT THE TREES.
11:41:29 THAT WAS PART OF THE DESIGN IS TO MAKE SURE THAT THEY ARE
11:41:32 NOT HAVING TO BE TAKEN OUT WITH WHAT HAPPENED WITH AN
11:41:35 EXPANSION IN THE FUTURE.
11:41:36 >>Mayor McLain: ANY OTHER QUESTIONS?
11:41:40 >>Jim Ward: INTERESTING NOTE THAT YOU MENTIONED THE HEIGHT
11:41:42 OF THE TREES AND THE LIGHTING.
11:41:44 THAT'S ACTUALLY A HUGE ISSUE RIGHT NOW IN THE BROOKS CDD
11:41:49 WHERE THE LIGHTING IS NOW BEING BLOCKED BY THE HEIGHT OF THE
11:41:53 TREES AND THE DOWNCAST OF THE LIGHTING IS NOT JUST
11:41:56 SUFFICIENT.
11:41:57 THAT IS AN ISSUE THERE CURRENTLY ADDRESSING.
11:42:00 BUT YOU MENTIONED IT WILL TAKE A WHILE, QUOTE, UNQUOTE.

11:42:04 A WHILE COMES VERY QUICKLY THESE DAYS.
11:42:08 >>David Willems: YES, TRUE.
11:42:08 >>George Zalucki: DAVID, THANK YOU FOR THE UPDATE.
11:42:11 INTERESTING OBSERVATION, THERE ARE SPRINKLER HEADS,
11:42:14 BRAND-NEW ONES, STUBBED OUT IN THE MEDIAN BETWEEN MIROMAR
11:42:17 AND GRAND OAKS.
11:42:19 OBVIOUSLY IT'S NOT PART OF OUR PROJECT, BUT FOR SOME REASON
11:42:23 SPRINKLER HEADS.
11:42:25 >>David Willems: NEW ONES.
11:42:26 >>George Zalucki: THEY LOOK NEW.
11:42:28 TERRY IS IN THE AUDIENCE.
11:42:30 >>David Willems: I KNOW SPRINKLER HEADS IN THE MEDIAN HAVE
11:42:33 BEEN THERE A WHILE.
11:42:34 THE REASON YOU MAY NOT HAVE NOTICED THEM IS BECAUSE THERE
11:42:38 USED TO BE SHRUBS AROUND THEM.
11:42:39 THE SHRUBS DIED, AND THEY PULLED THEM OUT, AND NOW ALL YOU
11:42:43 SEE IS A SPRINKLER HEAD.
11:42:47 >>Larry Fiesel: CLARIFICATION, I THOUGHT I HEARD YOU SAY
11:42:50 THAT THE EXISTING TREES HAVE TO BE REMOVED.
11:42:53 >>David Willems: IN THE DESIGN.
11:42:55 SORRY.
11:42:56 THE DESIGN OF THE PLAN.
11:42:57 WE HAVEN'T INSTALLED ANY TREES.
11:43:01 >>Larry Fiesel: I THOUGHT WE WERE TAKING THE TREES IN THERE
11:43:02 --

11:43:03 >>David Willems: THERE WILL BE SOME TREES ALREADY IN THERE
11:43:06 THAT WILL BE TAKEN OUT BECAUSE THEY ARE NOT IN GOOD
11:43:08 CONDITION.
11:43:08 THERE'S NO WAY TO SALVAGE THEM.
11:43:11 IF YOU DRIVE DOWN BEN HILL GRIFFIN, THERE ARE A LOT OF TREES
11:43:14 JUST MANGLED AND WE'RE GOING TO REMOVE AND REPLACE THOSE.
11:43:18 >>Larry Fiesel: NOT WITH THIS PARTICULAR PROJECT AND WE HAVE
11:43:21 QUITE A TIMELINE ON THIS PROJECT.
11:43:22 WE STARTED BACK IN FEBRUARY OF '22 WITH A WORKSHOP AND I'M
11:43:25 KIND OF ANXIOUS.
11:43:27 I WANT TO SEE STUFF GET STARTED.
11:43:29 ARE WE GETTING CLOSE TO --
11:43:31 >>David Willems: WE'RE VERY CLOSE.
11:43:33 THE TREES WAS REALLY THE QUESTION THE COUNTY HAD.
11:43:38 SEEMED LIKE A LOT OF PROJECTS, THE EASEMENTS ARE VERY
11:43:40 TIME-CONSUMING.
11:43:42 >>Larry Fiesel: WE HAVE TALKED ABOUT LANDSCAPING THE ROAD
11:43:44 FROM THE INTERSTATE TO BEN HILL GRIFFIN ON CORKSCREW AROUND
11:43:48 THE INTERSTATE, EXIT THE STATE DIDN'T DO.
11:43:53 AND YOU JUST MENTIONED THE CORKSCREW FROM THE INTERSTATE TO
11:43:56 THREE OAKS.
11:43:59 MY CONCERN, I CONSIDER CORKSCREW THE ENTRY POINT TO THE
11:44:04 VILLAGE OF ESTERO WHEN PEOPLE COME OFF THE INTERSTATE.
11:44:07 AND FROM THE INTERSTATE TO 41 IT LOOKS REALLY BAD.
11:44:11 DO WE HAVE ANYTHING PLANNED?

11:44:14 I KNOW IT'S NOT OUR ROAD, BUT DO WE HAVE ANY PLANS TO
11:44:18 LANDSCAPE THE REST OF CORKSCREW TO MATCH UP WITH ESTERO
11:44:21 PARKWAY AND BEN HILL GRIFFIN AND EAST CORKSCREW?
11:44:25 >>David Willems: THE C.I.P. INCLUDES LANDSCAPING EVERY ROAD
11:44:28 IN ESTERO.
11:44:29 NOW, AS CURRENTLY SHOWN, THERE IS NOT FUNDING TO DO THAT
11:44:35 WITHIN THE NEXT FIVE YEARS.
11:44:37 IT'S A PROJECT.
11:44:38 IT'S JUST NOT FUNDED WITHIN THE NEXT FIVE YEARS.
11:44:43 >>Larry Fiesel: PUT A FENCE AROUND THE ESTERO ON THE RIVER
11:44:45 PROPERTY, I THINK, AND THAT'S GOING TO MAKE THE REST OF
11:44:49 CORKSCREW LOOK A LITTLE BAD, OR WORSE THAN IT IS.
11:44:55 IT LOOKS PRETTY, I DON'T KNOW WHAT WORDS YOU WANT TO --
11:44:59 >>David Willems: THERE ARE SECTIONS THAT I THINK ARE OKAY.
11:45:01 LIKE THE SECTION RIGHT HERE WITH THE PALMETTOS AND TREES IT
11:45:04 LOOKS OKAY.
11:45:05 YEAH, A LOT OF THE SECTIONS, THERE'S NOTHING.
11:45:06 IT'S JUST GRASS OR TREES THAT AREN'T VERY HEALTHY.
11:45:10 >>Larry Fiesel: AND A LACK OF A CURB KIND OF KEEPS IT FROM
11:45:13 LOOKING FORMAL.
11:45:14 >>David Willems: CORRECT.
11:45:15 >>Larry Fiesel: THANK YOU.

11:45:16 >>Mayor McLain: ANY OTHER COUNCIL?
11:45:18 >>Vice-Mayor Ribble: PIGGY BACKING OFF WHAT LARRY SAID, WE
11:45:25 KNOW IT'S COMING BEFORE PLANNING AND ZONING, THE TOWNHOMES

11:45:28 IN THAT SECTION NEXT TO SANDY LANE, COULD NOT WE ASK THE
11:45:33 DEVELOPER TO CONTRIBUTE TO WHAT COULD HAPPEN IN THE MEDIAN
11:45:36 THERE AT THAT PORTION OF CORKSCREW ROAD?
11:45:39 >>David Willems: YEAH, I CAN TALK TO MARY ABOUT THAT.
11:45:41 WE'VE DONE THAT ON OTHER PROJECTS.
11:45:44 >>Vice-Mayor Ribble: WE HAVE, YEAH.
11:45:46 >>Mayor McLain: MADAM CLERK, DO WE HAVE ANY --
11:45:49 >>Carol Sacco: WE DO NOT, MAYOR.
11:45:50 >>Mayor McLain: LET'S MOVE ON TO ITEM -- WORKSHOP ITEM 12C,
11:45:56 THE WORKSHOP RELATES TO CENTER FOR THE ARTS OF BONITA
11:46:00 SPRINGS.
11:46:01 STEVE, WOULD YOU INTRODUCE THIS?
11:46:02 >>Steven Sarkozy: THANK YOU, MAYOR, MEMBERS OF COUNCIL.
11:46:04 THIS ITEM WAS ASKED BY A MEMBER OF COUNCIL THAT THIS BE ON
11:46:09 THE AGENDA.
11:46:10 IT DEALS WITH THE CENTER FOR THE ARTS OF BONITA SPRINGS THAT
11:46:15 HAS A NEW EXECUTIVE DIRECTOR THAT WE KNOW WELL.
11:46:19 THEY ALSO SERVE ESTERO RESIDENTS.
11:46:24 I WOULD LIKE TO MAYBE, GEORGE, IF YOU WANT TO PROVIDE --
11:46:32 >>George Zalucki: ABSOLUTELY.
11:46:33 I HAVE BROUGHT THIS UP AND ADVISED THE COUNCIL ABOUT ARTS
11:46:37 BONITA.
11:46:38 THEY ACTUALLY CHANGED THEIR NAME.
11:46:39 I'M NOT GOING TO STEAL ALYONA'S THUNDER.
11:46:44 WHEN I DISCOVERED THAT ALYONA, SHE WAS DOING WHAT SHE'S

11:46:47 DOING NOW ON THE EAST COAST, SHE CAME BACK HERE AND THEN WE
11:46:50 CONNECTED, AND SHE GAVE ME A GREAT TOUR OF THE FACILITY.
11:46:56 A LITTLE LIGHT WENT ON THAT WE NEED TO REALLY COLLABORATE
11:46:59 WITH BONITA, ESTERO, AND OUR REGION, OUR AREA FOR PERFORMING
11:47:03 ARTS.
11:47:04 IT'S A WONDERFUL ASSET THAT'S LOCAL, THAT'S PAID FOR, THAT'S
11:47:09 BUILT, THAT WE AND OUR RESIDENTS CAN UTILIZE.
11:47:13 WE'VE HAD SEVERAL DISCUSSIONS ABOUT HOW TO COLLABORATE
11:47:16 TOGETHER.
11:47:18 I DO SERVE ON THE BOARD AS A COMMUNITY LIAISON, NOT ON
11:47:21 BEHALF OF THE VILLAGE, BUT ON BEHALF OF THE COMMUNITY, TO
11:47:26 HAVE THESE DISCUSSIONS AND HOW WE CAN ENHANCE ARTS AND THE
11:47:29 AWARENESS OF THIS GREAT ASSET THAT'S JUST A FEW MILES AWAY.
11:47:32 WITH THAT, MAYOR, ALYONA.
11:47:37 >> THANK YOU SO MUCH.
11:47:37 MAY I DISTRIBUTE SOME INFORMATION ABOUT THE ORGANIZATION TO
11:47:41 YOU?
11:47:43 >>Mayor McLain: GIVE IT TO THE CLERK.

11:47:49 >> THANK YOU FOR THE INTRODUCTION.
11:47:51 I'VE BEEN HERE A LITTLE BIT OVER SIX MONTHS.
11:47:54 >>Mayor McLain: YOU'VE GOT TO GET BY THE SPEAKER SO PEOPLE
11:47:57 VIEWING OUTSIDE WILL GET YOU.
11:47:59 >> GOOD AFTERNOON.
11:48:00 SO I JUST WANTED TO SAY I'VE BEEN HERE FOR A LITTLE BIT OVER
11:48:03 SIX MONTHS, AND I'M STILL LEARNING ABOUT THE ORGANIZATION.

11:48:05 I BROUGHT AN EXPERT WITH ME WHO HAS BEEN WITH US ABOUT EIGHT
11:48:11 YEARS.
11:48:12 LORETTA MENUEZ IS OUR DIRECTOR OF OPERATIONS.
11:48:13 SHE WILL TELL YOU EVERYTHING WHERE WE HAVE BEEN, AND I WILL
11:48:16 PICK UP AND TELL YOU WHERE WE WOULD LIKE TO GO.
11:48:19 >> HI.
11:48:20 THANKS FOR HAVING US TODAY.
11:48:21 I'M LORETTA MENUEZ.
11:48:24 I'VE BEEN, AS ALYONA SAID, WITH THE ORGANIZATION FOR EIGHT
11:48:28 YEARS.
11:48:30 I AM OUR HISTORIAN.
11:48:32 I DON'T KNOW HOW THAT HAPPENED BUT I AM OUR HISTORIAN.
11:48:34 BACK IN 1960, 15 PEOPLE GOT TOGETHER AND THEY DECIDED THAT
11:48:40 THEY WANTED TO PAINT TOGETHER.
11:48:42 AND IT GREW AND IT GREW.
11:48:44 BACK IN THE EARLY '90s, THE GROUP GREW SO LARGE THEY MET
11:49:07 AT THE COMMUNITY CENTER IN BONITA SPRINGS IS WHERE THEY DID
11:49:11 ALL THEIR CLASSES.
11:49:12 THEY HAD ONE CLASS THAT HAD 60 STUDENTS, ONE TEACHER, AND A
11:49:15 MEGAPHONE.
11:49:17 THAT IS WHEN THEY DECIDED THAT IT WAS TIME THAT THEY HAD
11:49:19 THEIR OWN PLACE.
11:49:20 THEY DID A CAPITAL CAMPAIGN AND IN 1996, WE, AS YOU CAN SEE
11:49:28 FROM THE SLIDE, WE ACQUIRED 9.3 ACRES AT THE INTERSECTION OF
11:49:33 OLD 41 AND IMPERIAL PARKWAY.

11:49:35 AND THEN SURROUNDING ACREAGE CAME AVAILABLE TO US, SO WE
11:49:41 HAVE 11 ACRES OF LAND.
11:49:46 MOST OF IT IS BUILDINGS AND THEN THERE IS A PRESERVE BEHIND
11:49:49 US.
11:49:50 IN 1999, THE ART LEAGUE OF BONITA SPRINGS, SO THAT WAS THE
11:49:55 OFFICIAL NAME FOR THE GROUP, ART LEAGUE OF BONITA SPRINGS,
11:50:00 THEY CREATED THE NONPROFIT.
11:50:03 AND IN 2020 -- IN 1999 THEY BROKE GROUND ON THE BUILDINGS.
11:50:10 IN 2020 PHASE ONE WAS BUILT, WHICH IS ACTUALLY THE BUILDING
11:50:14 THAT YOU SEE THERE ON THE RIGHT.
11:50:16 AND PHASE THREE IS THE BUILDING YOU SEE ON THE LEFT AND THEN
11:50:24 THERE IS ONE MORE BUILDING THAT SITS BEHIND IT.
11:50:27 THAT'S PHASE TWO.
11:50:28 IN 2009 WE CHANGED OUR NAME FROM ART LEAGUE TO THE CENTER

11:50:36 FOR THE ARTS OF BONITA SPRINGS.
11:50:39 I NEED DO MY SPIEL THE WAY I KNOW MY SPIEL.
11:50:48 IN 2014, THE LIVING WATERS, I KNOW THEM AS OCEAN CHURCH NOW,
11:50:56 BUT THE LIVING WATERS CHURCH OVER ON BONITA BEACH ROAD CAME
11:51:00 AVAILABLE.
11:51:00 WE DID A CAPITAL CAMPAIGN.
11:51:02 WE RAISED MONEY.
11:51:03 WE WERE GOING TO BUILD OUR OWN PERFORMING ARTS CAMPUS
11:51:06 TOWARDS THE PRESERVE AT THE OLD 41 LOCATION.
11:51:10 BUT IT WAS LESS EXPENSIVE FOR US TO BUY THE EXISTING
11:51:14 BUILDING AND IT WAS SET UP WITH WHAT WE NEEDED TO EXPAND OUR

11:51:18 PROGRAMMING TO THE PERFORMANCE ARENA.
11:51:22 LIVING WATERS WAS GOING OUT ONE DOOR AS WE WERE COMING IN
11:51:28 ANOTHER DOOR, AND WE WERE THERE FOR A SHORT PERIOD OF TIME
11:51:32 TOGETHER.
11:51:32 NOW AT BONITA BEACH, SO ON OLD 11 IS WHERE ALL OF OUR ADULT
11:51:38 VISUAL ARTS IS DONE AND ON BONITA BEACH ROAD WE DO OUR YOUTH
11:51:43 EDUCATION AND OUR PERFORMANCES.
11:51:44 IN 2014, THE NAME CHANGED AGAIN FOR THE THIRD TIME TO THE
11:51:49 CENTERS -- SHE'S STILL LEARNING.
11:51:54 SO WE CHANGED OUR NAME FOR THE THIRD TIME AND BECAME THE
11:51:57 CENTERS FOR THE ARTS OF BONITA SPRINGS.
11:52:00 LAST JANUARY, OUR PRESIDENT RETIRED.
11:52:06 SHE WAS WITH US FOR 23 YEARS, AND THAT IS WHERE MS. ALYONA
11:52:11 COMES IN.
11:52:12 I ALWAYS FORGET ABOUT THE FESTIVALS.
11:52:14 I SHOULDN'T BECAUSE I'M OUR FESTIVAL DIRECTOR.
11:52:16 WE HAVE THREE NATIONAL ART FESTIVALS.
11:52:19 THIS YEAR WE WILL BE CELEBRATING NUMBER 58, 59, AND 60.
11:52:24 WE DO THREE FESTIVALS EVERY YEAR.
11:52:26 ONE IN JANUARY, FEBRUARY, AND MARCH.
11:52:29 WE WOULD LIKE TO AT SOME POINT TALK ABOUT ESTERO.
11:52:33 AND WE RAISE FUNDS AT THE FESTIVALS SO THAT WE CAN
11:52:38 SCHOLARSHIP CHILDREN TO THE ARTS PROGRAM.
11:52:40 ALL THE MONEY THAT WE TAKE IN AT THE GATES, THAT'S WHERE ALL
11:52:46 THAT MONEY GOES IS TO THE ARTS PROGRAM.

11:52:48 IN 2023, NOW WE ARE UP TO ALYONA.
11:52:54 WE DID AN EXECUTIVE SEARCH WITH THE ARTS CONSULTING GROUP.
11:52:58 THEY ARE OUT OF GEORGIA, RIGHT?
11:53:04 OUT OF NEW YORK.
11:53:05 THEY FOUND THIS WONDERFUL WOMAN FOR US.
11:53:08 SHE HAS BEEN WITH US SINCE MAY OF 2023.
11:53:11 YOU CAN READ HER BIO, OR SHE CAN TELL YOU ABOUT IT.
11:53:16 >> MY BIO IS NOT IMPORTANT.
11:53:18 WHAT'S AHEAD IS WHAT COUNTS.
11:53:21 WHEN I GOT HERE IN MAY, I SAW THIS AMAZING ORGANIZATION THAT

11:53:24 I JUST INHERITED THAT HAS AN INCREDIBLE FOUNDATION.
11:53:27 OUR OFFICIAL NAME WAS THE CENTERS FOR THE ARTS BONITA
11:53:30 SPRINGS PERFORMING ARTS CENTER AND VISUAL ARTS CENTER.
11:53:32 THE FIRST THING THAT CAME TO MIND, WHY IS THE NAME SO LONG
11:53:35 AND WHAT ARE WE?
11:53:37 WHAT DOES OUR NAME REALLY REPRESENT?
11:53:37 ARTS BONITA WAS BORN FOR A SIMPLE REASON.
11:53:40 WE'RE MORE THAN BUILDINGS, MORE THAN CAMPUSES.
11:53:42 WE'RE ALL ABOUT BRINGING THE COMMUNITY TOGETHER.
11:53:45 THAT'S WHY THE NAME CHANGED AGAIN.
11:53:47 OUR E-MAIL ADDRESS AND WEBSITE IS ARTSBONITA.ORG.
11:53:55 SO IT WAS A SIMPLE TRANSITION FOR US TO MAKE.
11:53:56 OFFICIALLY WE ARE ARTS BONITA.
11:53:58 WITH THAT, WE ARE COMMITTED TO CREATING A CULTURAL
11:54:01 LANDSCAPE.

11:54:01 WE HAVE WONDERFUL NEIGHBORS TO THE NORTH, INCREDIBLE
11:54:03 NEIGHBORS TO THE SOUTH, BUT SOMETHING IS MISSING BETWEEN.
11:54:07 I THINK WE NEED TO WORK TOGETHER TO CREATE SOMETHING THAT IS
11:54:11 OURS THAT IS BETWEEN NAPLES AND FORT MYERS.
11:54:15 WE ARE DETERMINED TO CREATE A VIBRANT AND DISTINCT CULTURAL
11:54:22 DESTINATION.
11:54:23 NURTURING A CULTURAL LANDSCAPE IS MOST IMPORTANT THING WE
11:54:26 CAN DO.
11:54:28 WE CAN BRING ARTISTS TO US FROM ALL OVER THE WORLD.
11:54:31 I THINK A LOT OF ORGANIZATIONS ARE DO THAT ALREADY.
11:54:33 IF WE NURTURE OUR OWN INCREDIBLE TALENT, THEN WE HAVE
11:54:37 SOMETHING AUTHENTIC AND GENUINE.
11:54:40 WE STARTED THE RESIDENCY PROGRAM.
11:54:42 WE HAVE ABOUT SIX OR SEVEN RESIDENT ARTISTS AND/OR
11:54:45 ORGANIZATIONS.
11:54:46 WE'RE THRILLED WITH THE HELP OF GEORGE TO BRING THE
11:54:50 GULFSHORE OPERA TO THE FAMILY.
11:54:52 THIS WEEK WE'RE ALSO MEETING WITH THE ESTERO ARTS LEAGUE.
11:54:57 THANK YOU FOR THAT, SIR.
11:54:59 ART WALKS IS A VERY POPULAR CONCEPT THROUGHOUT MAJOR CITIES.
11:55:06 THE REASON THEY ARE SO POPULAR IS BECAUSE THEY DO BRING THE
11:55:08 COMMUNITY OUT AND BRING THE ARTS INTO THE STREETS.
11:55:11 SO WE'RE WORKING WITH THE CITY OF BONITA TO MAKE SURE WE DO
11:55:13 IT THERE, BUT WE WOULD ALSO LOVE TO TALK TO YOU ABOUT THE
11:55:16 POSSIBILITY OF COLLABORATING ON THAT END AS WELL.

11:55:18 ECONOMIC IMPACT, CULTURAL VIBRANCY, ACTIVATION OF PUBLIC
11:55:22 SPACES, PROVIDES CIVIC PRIDE AND, OF COURSE, THE QUALITY OF
11:55:27 LIFE.
11:55:27 THE NEXT THING IS THE THEME OF BRINGING THE COMMUNITY
11:55:30 TOGETHER, DETERMINING AND DEVELOPING DIFFERENT FESTIVALS.
11:55:33 THREE SUCCESSFUL FESTIVALS ALREADY.

11:55:35 DONE IT 60 YEARS.
11:55:37 NATIONAL FESTIVALS.
11:55:38 ARTISTS FROM ALL OVER THE WORLD.
11:55:40 PLEASE CHECK US OUT.
11:55:41 WHAT OTHER THINGS CAN WE DO HERE?
11:55:44 WE WANT TO DO FESTIVALS WITH LOCAL ARTISTS FOLLOWING THE
11:55:47 SAME THEME.
11:55:48 JAZZ, COLLABORATING WITH FGCU TO SEE HOW WE CAN WORK WITH
11:55:51 THEM AS WELL.
11:55:52 BLUES FESTIVALS, COUNTRY, ARTS FESTIVALS AND ART OF
11:55:56 MINDFULNESS.
11:55:57 THAT'S SOMETHING WE'LL DO THIS NOVEMBER, THE IDEA BRINGING
11:56:00 ARTS AND MINDFULNESS TOGETHER.
11:56:02 THE TWO GO HAND IN HAND ESPECIALLY IN TODAY'S ERA WHERE WE
11:56:06 ARE SO GLUED TO THE COMPUTERS, LIVING IN THE MOMENT,
11:56:09 BREATHING, AND MAKING SURE WE'RE ALL TOGETHER IS WHAT
11:56:12 MINDFULNESS IS ALL ABOUT.
11:56:14 EDUCATION.
11:56:15 THAT IS A HUGE PASSION OF MINE.

11:56:18 I'LL GIVE YOU A QUICK STORY ABOUT WHAT I'VE DONE IN THE
11:56:23 PAST.
11:56:24 MY FIRST JOB WAS RUNNING A THEATER COMPANY.
11:56:26 WE DEVELOPED AN EDUCATION OUTREACH PROGRAM WHERE WE WORKED
11:56:28 WITH KIDS UNDERSERVED.
11:56:30 WE WENT IN AND TRICKED THEM INTO LEARNING BY DEVELOPING IN
11:56:35 PLAY.
11:56:36 EVERYBODY LOVED IT.
11:56:38 SCORES SKYROCKETED.
11:56:39 MORE IMPORTANTLY, YEARS LATER THE PRINCIPAL TOLD ME THEY
11:56:42 COULD IDENTIFY THE KIDS THAT WENT THROUGH THE PROGRAM
11:56:44 BECAUSE OF THEIR SELF-ESTEEM, THEIR CONFIDENCE, THE WAY THEY
11:56:47 WERE ABLE TO COMMUNICATE.
11:56:48 THE KIND OF TOOLS WE'RE INSTILLING IN OUR KIDS BY INFUSING
11:56:54 ARTS AND CULTURAL INTO THE EDUCATION PROGRAMS IS SECOND TO
11:56:57 NONE.
11:56:58 EXTREMELY COMMITTED TO THAT.
11:57:01 WE DON'T WANT TO DO A BAND-AID APPROACH.
11:57:03 WE WANT TO GO INTO SCHOOLS AND WORK WITH THE KIDS THROUGHOUT
11:57:06 THE ENTIRE YEAR AND THEN WORK WITH THE SAME KIDS THE
11:57:08 FOLLOWING YEARS IN BUILDING THOSE TALENTS.
11:57:10 BONITA SPRINGS ELEMENTARY IS THE FIRST SCHOOL WE'RE WORKING
11:57:13 WITH.
11:57:14 THEY GET 50 CENTS PER STUDENT PER YEAR FOR ART SUPPLIES.
11:57:18 SO WE'RE GOING THERE AND MAKE SURE THEY GET ALL THE ARTS

11:57:21 EDUCATION THEY NEED IN ADDITION TO VISUAL ARTS AND
11:57:24 PERFORMING ARTS, IMPROV AND MUSIC AND ALL THAT STUFF, ALSO

11:57:27 INTRODUCING THE IMPORTANCE OF CONSERVATION BY HAVING OUR
11:57:30 KIDS WORK WITH UPCYCLED AND RECYCLED MATERIALS SO THEY CAN
11:57:34 BEGIN TO UNDERSTAND THE IMPACT THEY HAVE ON THE PLANET AND
11:57:37 REALLY BEGIN TO BUILD THE LOVE AND PASSION FOR IT SO THEY
11:57:39 CAN NURTURE IT AS THEY GROW UP AS WELL.
11:57:42 ALL RIGHT.
11:57:46 NOW WE ARE TO BE ARTS.
11:57:49 B IS FOR BONITA, E IS FOR ESTERO.
11:57:53 CAN BE THEATER, CREATIVE, ANYTHING YOU WANT TO BE.
11:57:56 WE TOGETHER CAN BE SOMETHING AMAZING.
11:57:58 WITH THAT, I WANT TO THANK YOU.
11:58:02 >>Mayor McLain: ANY QUESTIONS FROM COUNCIL?
11:58:05 >>George Zalucki: I HAVE A COMMENT, MAYOR.
11:58:07 THANK YOU, LORETTA AND ALYONA FOR COMING HERE.
11:58:13 I WOULD SPECULATE MANY OF US DIDN'T KNOW THE SCOPE OF WHAT
11:58:16 IS RIGHT DOWN THE STREET.
11:58:18 WHAT EXCITES ME MORE THAN ANYTHING ARE THE EDUCATIONAL
11:58:21 OPPORTUNITIES FOR OUR YOUTH TO BECOME ENGAGED WITH THE ARTS.
11:58:24 I THINK THAT'S VERY POWERFUL.
11:58:26 I LOVE YOUR LASER FOCUS ON THAT AS WELL.
11:58:29 AND ALSO FOR THE COMMUNITY IN GENERAL.
11:58:31 THANK YOU FOR COMING HERE AND SHARING AND LOOK FORWARD TO
11:58:34 WORKING WITH YOU AND BRINGING BACK SOME MORE EXCITING

11:58:36 INFORMATION TO OUR COMMUNITY.
11:58:38 >> THANK YOU.
11:58:38 ONE MORE THING BEFORE I GO.
11:58:40 IN THE PACKET, THERE'S A WHOLE BUNCH OF INFORMATION.
11:58:43 A VOLUNTEER FIRM, MEMBERSHIP PROGRAM.
11:58:47 THIS IS OUR PERFORMANCE.
11:58:49 YOU'LL SEE LOTS OF OUR RESIDENT ARTISTS IN HERE AS WELL AND
11:58:53 THE DIFFERENT KIND OF ACTIVITIES AND THE GENRES THAT WE ARE
11:58:56 OFFERING.
11:58:57 OFF THE WALL IS THE MAJOR FUND-RAISING EVENT WE'RE DOING IN
11:59:00 JANUARY THIS YEAR.
11:59:01 ALL THE PROCEEDS GO TO SCHOLARSHIPS AND EDUCATIONAL
11:59:03 OUTREACH.
11:59:04 WE GIVE OVER A HUNDRED THOUSAND DOLLARS A YEAR FOR
11:59:07 SCHOLARSHIPS TO OUR STUDENTS.
11:59:08 THIS IS THE CURRICULUM FOR VISUAL ARTS PROGRAM.
11:59:13 RIDICULOUS AMOUNT OF VISUAL ARTS ACTIVITIES THAT WE OFFER.
11:59:17 I'M DONE NOW.
11:59:18 THANK YOU SO MUCH.
11:59:21 >>Mayor McLain: YES, GO AHEAD.
11:59:23 >> IF THERE IS A SCHOOL IN ESTERO THAT YOU FEEL THAT WE
11:59:29 SHOULD GO INTO AND START THERE, START THE PROGRAM THERE, WE
11:59:34 WOULD LOVE TO KNOW ABOUT THAT.
11:59:35 >>Mayor McLain: AND YOU WOULD COME TO ESTERO TO DO THAT.

11:59:38 >> WE ACTUALLY SEND TEACHERS INTO THE SCHOOL TO DO THE ART

11:59:42 PROGRAMS WITH THE KIDS.
11:59:45 >> IF I CAN ADD TO THAT QUICKLY, WE WORK WITH THE
11:59:47 PRINCIPALS, THE STUDENTS, THE TEACHERS TO MAKE SURE THE
11:59:50 PROGRAM WE DEVELOP IS APPROPRIATE FOR THAT PARTICULAR
11:59:52 SCHOOL, THAT PARTICULAR CLASS AND IDENTIFYING WHAT THE
11:59:56 SKILLS OF THE TEACHERS ARE.
11:59:57 THE SUSTAINABILITY COMPONENT OF THIS PROGRAM IS THAT WE
11:59:59 TEACH THE TEACHERS AS WELL.
12:00:01 SO IT'S A REALLY COMPREHENSIVE PROGRAM AND WE REALLY THINK
12:00:05 THROUGH IT VERY CAREFULLY.
12:00:06 >>Mayor McLain: THANK YOU.
12:00:07 MADAM CLERK, DO WE HAVE ANY PUBLIC SPEAKERS?
12:00:09 >>Carol Sacco: WE DO NOT, MAYOR.
12:00:11 >>Mayor McLain: OKAY.
12:00:11 WELL, THEN, I WOULD ENTERTAIN A MOTION TO ADJOURN.
12:00:14 >>Larry Fiesel: SO MOVED.
12:00:16 >>Mayor McLain: COUNCILMAN FIESEL AND SECONDED BY COUNCILMAN
12:00:20 LOPEZ.
12:00:21 [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.



International Institute of Municipal Clerks

Hereby Confers The Title of

Certified Municipal Clerk

upon

Carol Sacco, CMC

who has completed the requirements prescribed by the International Institute of Municipal Clerks for Certification.

(You must remain an active member for IIMC to recognize your CMC)

Certified This 21 Day Of September A.D. 2023

Mary Ann Heas
IIMC President

Chris Shaltz
IIMC Director of Education

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 REGULAR MEETING

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

November 15, 2023 9:30 a.m.

1. CALL TO ORDER

INVOCATION

Father Tony Gilborges of Our Lady of Light Church

PLEDGE OF ALLEGIANCE

ROLL CALL

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

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

2. PRESENTATION

(a) The Coccoloba Chapter of the Florida Native Plant Society River Oaks Preserve

Presentation/Information by
Marlene Rodak, Coccoloba

Council Questions or Comments
Councilmember Zalucki and Mayor McLain

Public Comments
None.

3. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

Motion: Motion to approve agenda.

.

Motion by: Councilmember Fiesel
Seconded by: Vice Mayor Ribble

Action: Approved agenda.

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

4. PUBLIC COMMENT ON NON-AGENDA ITEMS
In-Person
Pat Douglas, Shadow Wood
Allan Bowditch, Engage Estero
Gary Israel, Estero Rotary

eComment
Patrick Douglas, Shadow Wood

5. COUNCILMEMBER'S REQUEST TO ATTEND REMOTELY

Councilmember Lopez was in attendance at the meeting.

6. CONSENT AGENDA

(a) November 1, 2023 Council Meeting Minutes

Motion: Motion to approve consent agenda.
.

Motion by: Councilmember Ward
Seconded by: Councilmember Zalucki

Action: Approved consent agenda.

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

7. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA
None.

8. ACTION ITEMS

(a) Estero Entertainment Center Construction Management Services – RFP 2024-01

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

Presentation/Information by
Robbie Powell, Wright Construction

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

Public Comments
None.

Motion: Motion to approve the ranking of construction management firms for RFP 2021-01 as recommended by the Village's selection committee. 1 – Wright Construction, 2 - Seagate, 3 - Manhattan, 4 – Brooks & Freund and authorize Village Staff to negotiate a contract with the top ranked firm.

.

Motion by: Councilmember Fayhee
Seconded by: Councilmember Lopez

Action: Approved the ranking of construction management firms for RFP 2021-01 as recommended by the Village's selection committee. 1 – Wright Construction, 2 - Seagate, 3 - Manhattan, 4 – Brooks & Freund and authorize Village Staff to negotiate a contract with the top ranked firm.

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

(b) Sandy Lane Design & Permitting Contract Change Order

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

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

Public Comments
None.

Motion: Motion to approve Change Order Number 2 in the amount of $159,754.77 for Atkins to provide additional services to complete the design and permit of the Sandy Lake Bike/Ped Improvements.

.

Motion by: Vice Mayor Ribble
Seconded by: Councilmember Fiesel

Action: Approved Change Order Number 2 in the amount of $159,754.77 for Atkins to provide additional services to complete the design and permit of the Sandy Lake Bike/Ped Improvements.

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

9. FIRST READINGS

(a) Ordinance No. 2023-08 First Reading of Ordinance No. 2023-08 amending the Land Development Code to correct parking standards for hotel/motel use.

An Ordinance of the Village Council of the Village of Estero, Florida, Amending § 5-204 of the Village Land Development Code to Revise the Standards for Hotel Parking; Making Related Findings; and Providing for Severability, Codification and an Effective Date.

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

Council Questions or Comments
None.

Public Comments
None.

Motion: Motion to pass first reading and set second reading for December 6, 2023.

.

Motion by: Councilmember Lopez
Seconded by: Councilmember Ward

Action: Passed first reading and set second reading for December 6, 2023.

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

Abstentions:

(b) Ordinance No. 2023 -09 First Reading of Ordinance No. 2023-09 amending the Land Development Code to revise standards for day care centers.

An Ordinance of the Village Council of the Village of Estero, Florida, Amending § 4-216 of the Village Land Development Code to Revise the Standards for Day Care; Making Related Findings; and Providing for Severability, Codification and an Effective Date.

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

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

Public Comments
eComment
Justin Mihalik, Celebree School

Motion: Motion to pass first reading and set second reading for December 6, 2023.

.

Motion by: Councilmember Lopez
Seconded by: Councilmember Fayhee

Action: Passed first reading and set second reading for December 6, 2023.

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

10. SECOND READING AND PUBLIC HEARING

(a) Ordinance No. 2023-03 amending the Land Development Code to revise standards for detached residential garages.

An Ordinance of the Village Council of the Village of Estero, Florida, Amending § 4-302 of the Village Land Development Code to Revise the Standards for Detached Residential Garages; Making Related Findings; and Providing for Severability, Codification, and an Effective Date

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

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

Public Comments
None.

Motion: Motion to pass second reading of Ordinance No. 2023-03 with the recommended changes from the Planning Zoning and Design Board of changes from the Planning Zoning and Design Board of changing the size of the accessory garage to 580 square feet instead of 500 square feet, strike the language "may not exceed two doors and two bays", and on page 2 number 2 change 240 square feet to 280 square feet.

Motion by: Councilmember Fayhee
Seconded by: Vice Mayor Ribble

Action: Passed second reading of Ordinance No. 2023-03 with the recommended changes from the Planning Zoning and Design Board of changing the size of the accessory garage to 580 square feet instead of 500 square feet, strike the language "may not exceed two doors and two bays", and on page 2 number 2 change 240 square feet to 280 square feet.

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

11. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

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

12. VILLAGE ATTORNEY'S REPORT

Robert Eschenfelder, Village Attorney

13. VILLAGE MANAGER'S REPORT

None.

Adjourn Regular Session at 11:23 am and Convene Workshop Item 11:23 am.

14. WORKSHOP

(a) Williams Road Sports Park Update

Staff Presentation/Comments
Steve Sarkozy, Village Manager

Presentation/Information by
Michael Comparato, Vieste, LLC

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

Public Comments
None.

15. ADJOURNMENT at 11:44 am

Motion by Councilmember Fiesel and seconded by Councilmember Lopez.

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
December 6, 2023

Agenda Item:

Second Reading of Ordinance No. 2023-09 amending the Land Development Code to revise standards for day care centers.

Approve Ordinance No. 2023-09.

Background:

The Village of Estero Land Development Code was adopted in January, 2021. The Code contains provisions in Chapter 4 relating to child day care centers. After review, it was discovered that the calculation for outdoor play area was substantially more restrictive than the State requirements. As such, staff recommends the 75-square-foot requirement per child be removed from the Code, with a reference to the State requirements instead.

Summary of Council First Reading

At the Council first reading on November 15th, there were questions about the outdoor play area calculation and fence height. Staff has checked the fence height requirements of the State, which under Section 3.5 E and F of the Department of Children and Families Handbook, requires fencing by local ordinance, or 4 feet. The Village Ordinance lists 3 ½ feet. Staff recommends that number be changed to 4 feet to be consistent with State standards.

Council also questioned the recommended reduction of the calculation for outdoor play area from 75 s.f. minimum per child in the Village Code to 45 s.f. for one-half the licensed capacity (minus children aged 1 and under). An alternative suggestion would be to require a minimum of 50 square feet for one-half the licensed capacity excluding children aged 1 and under.

Council also requested that staff check with Bonita Springs and Fort Myers to see what their Land Development Codes require. Neither city has any requirement, which would then default to the State requirement.

Description:

Revisions to the Land Development Code must be by ordinance. The ordinance has been reviewed by the Planning Zoning and Design Board on November 14, 2023 and they recommended approval.

Action Requested:

Approve Ordinance 2023-09.

Process and Timeline:

- Planning Zoning and Design Board review November 14, 2023
- Council first reading November 15, 2023
- Council second reading December 6, 2023

Financial Impact:

Minor cost for newspaper advertisement.

Prepared By: Mary Gibbs

Attachment:

1. Ordinance No. 2023-09
2. E-Comment from First Reading
3. Letter to Estero-Playground usage

ORDINANCE NO. 2023 - 09

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, AMENDING § 4-216 OF THE VILLAGE LAND DEVELOPMENT CODE TO REVISE THE STANDARDS FOR DAY CARE CENTER; MAKING RELATED FINDINGS; AND PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

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

WHEREAS, § 4-216 of the Code provides additional standards applicable to Child Day Care Centers; and

WHEREAS, § 4-216.B.2.A provides standards for the outdoor play area of 75 square feet per child; and

WHEREAS, it was brought to staff's attention that the State requirements (i.e., Section 3.4.4.A of the Florida Department of Children and Families' "Child Care Facility Handbook," October 2021, incorporated by reference into Rule 65C-22.001, Florida Administrative Code) for outdoor play areas serving Child Day Care Centers requiring 45 square feet per child, one year of age and older, for at least one-half (½) of the licensed capacity of the program (the "State calculation"); and

WHEREAS, staff recommends that the State calculation be used in lieu of the 75 square feet per child as currently provided under the Village Land Development Code; and

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

WHEREAS, the Village Council has considered the recommendations of staff and the Planning, Zoning and Design Board and finds that the provisions in this Ordinance are in the best interests of the Village's residents.

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

Section 1. Section 4-216.B.2.A (Child Day Care) of the Village Land Development Code is hereby amended as follows:

B. **Child day care**. A child day care shall comply with the following standards:

1. Comply with all relevant state and federal laws.

2. Have an outdoor play area that complies with the following:
   A. Includes a minimum ~~of 75 square feet per child~~ size per State law.

   B. Has a fence that is at least three and one-half feet in height that completely encloses the play area.

   C. Is designed so all persons entering the play area are within direct line of sight from the child day care classroom areas.

   D. Does not locate play equipment within the required setback.

3. Have parking areas and vehicular circulation patterns that comply with the following:

   A. Be designed to enhance the safety of children as they arrive and leave the facility.

   B. Have a designated pickup and delivery area that is located adjacent to the child day care facility in such a way that children do not have to cross vehicular traffic to enter or exit the facility.

   C. Have a minimum of one parking space for every 20 children cared for that is provided in addition to the requirements for all day cares in section 5-204, Off-Street Parking Standards.

4. Not conduct outdoor play activities after 7:00 p.m.

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

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

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

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

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

ADOPTED ON SECOND AND FINAL READING by the Village Council of the Village of Estero, Florida on the 6th day of December, 2023.

VILLAGE OF ESTERO, FLORIDA

By:_____
Jon McLain, Mayor

Attest:

By: _____
Carol Sacco, Village Clerk

PUBLIC COMMENT CARD : Entry # 50178

Agenda Item No. 9.b

Comments

I am the corporate architect for Celebree School, under contract to purchase the current Goodwill Retail & Donation Center site at 10351 Corkscrew Commons Drive, and am in full support of the proposed amendment to the Land Development Code for daycare playground standards. I specialize in the design of daycare centers around the country, and in our experience a requirement of 75 square feet per child for the full licensing of a daycare center is extremely overburdensome due to the fact that the total number of children are not using the playground at the same time, as may be the case with a K-12 school. Generally, on average, approximately 40-60 children may be on the playground at any one time during the day as a function of having similarly aged children utilizing the playground at one time and as a function of the required teach-to-student ratios per the State. That amount equates to approximately 2 to 4 classrooms that alternate usage of the playground during a typical day. Having designed multiple daycare centers in Florida, and more than 200 nationally, we have found that the State's requirements are more than sufficient for the safe operation of a playground and do provide for a large enough space for all outdoor activities that are typical for a daycare center. In fact, we find the state's requirement to be more consistent with other state requirements, which is not the case with the current Land Development Code requirement. Generally, other states that require 75 square feet per child, are for "at the time of use," not for the entire licensing of the daycare center. Under the State's requirements, the proposed Celebree School would require a minimum of 4,000 square feet of playground space. If the requirement was for 75 sf per child at the time of use, based on the average number of children on the playground at any one time, the requirement would be 4,500 square feet. Therefore, this shows that the current State requirement is generally in line with the larger area requirement specifically at the time of use. Keeping the Village's current heightened standard for playgrounds serving child daycare uses, by comparison, would make in-fill redevelopment for daycare uses nearly impossible without a corresponding request to reduce parking and/or allow placement of the playground to encroach into a required buffer area.

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added 21 hours ago

WordPress successfully passed the notification email to the sending server.

PUBLIC COMMENT CARD : Entry # 50178

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Village Council Meeting

Name

Justin Mihalik

Address

373 Route 46 West
Building D, Suite 240
Fairfield 07004
United States
Map It

Community

Village of Estero

Email

jmihalik@jam-arch.com

Phone

(973) 291-3730

Representing

Celebree School

Date

11/13/2023

Agenda Item No. or Topic

Michael Thompson
Vice President | Operation & Development
Speranza Consulting and Investments, LLC
8065 Rowan Rd., Cranberry Twp, Pa 16066

November 27, 2023

Village of Estero
Planning Zoning and Design Board
Attn: Mary Gibbs
via email to: gibbs@estero-fl.gov

Re: Land Development Code - Ordinance 2023-09 (Section 4-216)

Ms. Gibbs:

I am writing this letter regarding the proposed minor modification of Ordinance 2023-09. As currently written, the Village of Estero requires seventy-five square feet of playground per child. The present Florida state requirement is forty-five square feet of playground for half of the student population. Also, the state does not include children under the age of one in that count. I would like to take this opportunity to explain how we operate the playground at The Goddard School. I am hopeful this will provide some insight as to why we believe Florida came about their minimum requirement, and why we believe it is reasonable.

Operations of the Goddard School have hours of 7 a.m. - 6 p.m. Monday through Friday. Twice a day each classroom receives their own 30-minute scheduled times outside. Starting after 9 a.m. through 12 p.m. and then again in the afternoon between 3 p.m. - 5 p.m. We have two different age-appropriate playground areas that separate any two groups being outside at the same time. Therefore, the number of children outside at one time would be less than 40 of the 184 students at all times of the day.

The Goddard School prides itself on the selective process of choosing school locations. They currently have more than six hundred schools, throughout the United States, and each franchise owner goes through a thorough process before receiving approval in their respective market. We are very excited about the opportunity to operate in the Village of Estero. We appreciate the efforts that have been made to continually improve and distinguish this community and would like very much to be a part of that progress.

Respectfully,

Michael Thompson

Michael Thompson

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
December 6, 2023

Agenda Item:

Second Reading of Ordinance No. 2023-08 amending the Land Development Code to correct parking standards for hotel/motel use.

Approve Ordinance No. 2023-08 with an effective date of October 1, 2026.

Background:

The Village of Estero Land Development Code was adopted in January, 2021. The Code contains provisions in Chapter 5 relating to parking requirements. Upon further review, staff discovered that the parking calculation for hotel/motel was transposed in the Code. The correct number is 1.2 spaces per hotel room.

Summary of First Reading

There were no comments received from the public for the first reading. Subsequently, an email was received from an attorney for Miromar (attached) explaining that pursuant to Senate Bill 250, more restrictive amendments to the Comprehensive Plan or Land Development regulations cannot be enacted by certain counties and cities affected by Hurricane Ian or Nicole (including Lee County and its cities) before October 1, 2024. Staff just became aware that new legislation was passed in an appropriations bill (HB1C) on November 14, 2023 that extends the date to October 1, 2026. Consequently, staff recommends that the effective date of the Ordinance be revised to October 1, 2026.

Description:

Revisions to the Land Development Code must be by ordinance. The Ordinance was reviewed by the Planning Zoning and Design Board on November 14, 2023 and they recommend approval.

Action Requested:

Approve Ordinance No. 2023-08.

Process and Timeline:

- Planning Zoning and Design Board review November 14, 2023
- Council first reading November 15, 2023
- Council second reading December 6, 2023

Financial Impact:

Minor cost for newspaper advertisement.

Prepared By: Mary Gibbs

Attachment:

1. Ordinance No. 2023-08
2. Email Letter from Hogan Lovells, dated November 17, 2023

ORDINANCE NO. 2023 - 08

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, AMENDING § 5-204 OF THE VILLAGE LAND DEVELOPMENT CODE TO REVISE THE STANDARDS FOR HOTEL PARKING; MAKING RELATED FINDINGS; AND PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

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

WHEREAS, § 5-204 of the Code provides standards applicable to off-street parking; and

WHEREAS, § 5-204.B.1. provides standards for the minimum number of off-street parking spaces; and

WHEREAS, staff review discovered that the parking calculation for hotel/motel had been incorrectly transposed from the Transitional Land Development Code and was not correct; and

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

WHEREAS, notwithstanding that the revision to the Land Development Code set forth in this Ordinance is to correct an unintended error in drafting the initial ratio, since § 14 of Chapter Law 2023-304 prohibits a local government from adopting a more restrictive or burdensome amendment to its land development regulations before October 1st 2026, the effective date of the change created by this Ordinance will become effective as of that date; and

WHEREAS, the Village Council has considered the recommendations of staff and the Planning, Zoning and Design Board and finds that the provisions in this Ordinance are in the best interests of the Village's residents.

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

Section 1. Section 5-204.B.1. (Off-Street Parking Standards) of the Village Land Development Code is hereby amended as follows:

Use Type	**Minimum Number of Vehicular Parking Spaces**
Hotels/Motels	~~1 per 1.2 guest rooms~~ 1.2 per guest room

Section 2. Pursuant to § 14 of Chapter Law 2023-304, the revision to the Village Code set forth in Section 1 of this Ordinance shall become effective on October 1st 2026.

Section 3. For purposes of codification of any existing section of the Village of Estero Code herein amended, words **underlined** represent additions to original text, words ~~**stricken**~~ are deletions from the original text, and words neither underlined nor stricken remain unchanged.

Section 4. If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of the Ordinance shall withstand any severed provision, as the Village Council would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

Section 5. The Codifier shall codify the substantive amendments to the Village of Estero Code contained in Section 1 of this Ordinance as provided for therein and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 6. Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

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

ADOPTED ON SECOND AND FINAL READING by the Village Council of the Village of Estero, Florida on the 6th day of December, 2023.

VILLAGE OF ESTERO, FLORIDA

By:_____
Jon McLain, Mayor

Attest:

By: _____
Carol Sacco, Village Clerk

Hogan Lovells US LLP
600 Brickell Avenue
Suite 2700
Miami, FL 33131
T +1 305 459 6500
F +1 305 459 6550
www.hoganlovells.com

November 17, 2023

Via Email: mclain@estero-fl.gov; jribble@estero-fl.gov; fiesel@estero-fl.gov; fayhee@estero-fl.gov; lopez@estero-fl.gov; ward@estero-fl.gov; zalucki@estero.fl-gov; gibbs@estero-fl.gov; nstroud@nstroudpa.com; sarkovy@estero-fl.gov

Mr. Jon McLain
Mayor
Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928

Ms. Joanne Ribble
Vice Mayor
Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928

Mr. Larry Fiesel
Councilmember District 2
Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928

Ms. Lori Fayhee
Councilmember District 4
Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928

Mr. Rafael Lopez
Councilmember District 5
Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928

Nancy Stroud
Land Use Attorney
Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928

Mr. Jim Ward
Councilmember District 6
Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928

Mr. George Zalucki
Councilmember District 7
Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928

Mr. Steve Sarkovy
Village Manager
Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928

Ms. Mary Gibbs
Director of Community Development
Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928

RE: Village Council Meeting, November 14, 2023

Dear Sir/Madam,

Item 9 of the November 14, 2023 Village Council Meeting Agenda proposes an amendment to the Village of Estero Land Development Code ("LDC") increasing the number of parking spaces required for a hotel use. The current code provides for 1 parking space for every 1.2 rooms. The proposal is

Hogan Lovells US LLP is a limited liability partnership registered in the state of Delaware. "Hogan Lovells" is an international legal practice that includes Hogan Lovells US LLP and Hogan Lovells International LLP, with offices in: Alicante Amsterdam Baltimore Beijing Birmingham Boston Brussels Colorado Springs Denver Dubai Dusseldorf Frankfurt Hamburg Hanoi Ho Chi Minh City Hong Kong Houston Johannesburg London Los Angeles Luxembourg Madrid Mexico City Miami Milan Minneapolis Monterrey Munich New York Northern Virginia Paris Philadelphia Rome San Francisco São Paulo Shanghai Silicon Valley Singapore Sydney Tokyo Warsaw Washington, D.C. Associated Offices: Budapest Jakarta Riyadh Shanghai FTZ Ulaanbaatar. Business Service Centers: Johannesburg Louisville. Legal Services Center: Berlin. For more information see www.hoganlovells.com

to increase the parking requirement to 1.2 spaces for every room. This amendment to the LDC represents a 30% increase in the required parking spaces.

The Miromar Development Corporation ("Miromar") hotel project located at the Miromar Outlets is zoned for 135 rooms. The required parking spaces would increase from 113 to 162 parking spaces under the proposed amendment to the LDC. It is our understanding that there are only two proposed projects in the Village that this amendment effects. One being the Hilton Garden Inn on Sweetwater Ranch Boulevard and the other is the Miromar Outlet Mall hotel.

The Miromar development team and its hotel architect met on September 27, 2023, with the Village Staff to review the site requirements and proposed submission for the hotel project. Notwithstanding the Village's intimate knowledge of the Miromar hotel project and the impact of this proposed amendment to the LDC, Miromar only received notice of this proposed change late afternoon on November 14, 2023. Given the fact that there are only 2 projects in the Village under consideration, this proposal is viewed as squarely increasing the parking burden on the Miromar project for no apparent reason. It goes without saying that the lack of communication or notice and giving Miromar an opportunity to address this issue appears to be an intentional act to change the parking requirement for some unknown benefit to the Village.

Moreover, the proposed amendment is in direct violation of SB 250 that specifically prohibits a local government from proposing or adopting any more restrictive or burdensome regulation than currently exists within 100 miles of where either hurricanes Ian or Nicole caused damage.

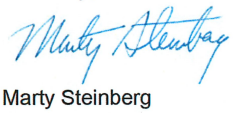
Section 14 of SB 250 clearly states:

> Section 14. (1) A county or municipality located entirely or partially within 100 miles of where either Hurricane Ian or Hurricane Nicole made landfall shall not propose or adopt any moratorium on construction, reconstruction, or redevelopment of any property damaged by Hurricane Ian or Hurricane Nicole; **propose or adopt more restrictive or burdensome amendments to its comprehensive plan or land development regulations**; or propose or adopt more restrictive or burdensome procedures concerning review, approval, or issuance of a site plan, development permit, or development order, to the extent that those terms are defined by s. 163.3164, Florida Statutes, before October 1, 2024, and any such moratorium or restrictive or burdensome comprehensive plan amendment, land development regulation, or procedure shall be null and void ab initio. This subsection applies retroactively to September 28, 2022.

Obviously, the proposed increase in parking spaces is significantly more restrictive and burdensome. Miromar believes that procedurally the proposed amendment to the LDC cannot be considered until after October 1, 2024.

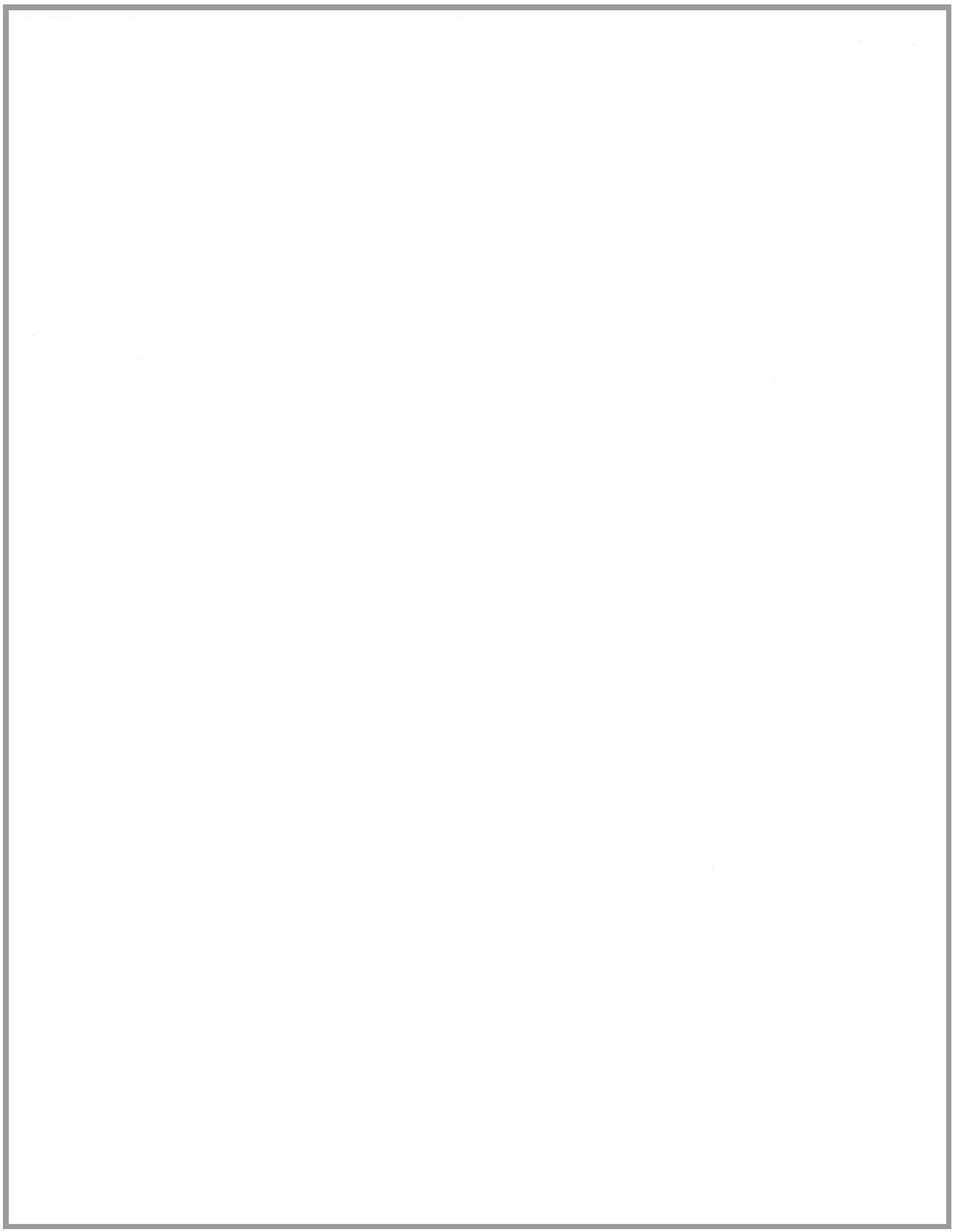
This letter serves as Miromar's formal object to the proposed amendment. We believe that SB 250 prohibits the adoption of the amendment to increase the parking requirement for hotels/motels. In addition, there is no substantive rationale for increasing the parking requirement that has been articulated by the Village staff to support this amendment and therefore the Village Council should reject adoption of this proposed amendment.

Sincerely,



Marty Steinberg

Partner
marty.steinberg@hoganlovells.com
D 305 459 6629



AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
December 6, 2023

Agenda Item:

Lee County MPO Citizen Advisory Committee Appointment (CAC)

Description:

The Citizens Advisory Committee is a committee of the Lee County Metropolitan Planning Organization (MPO). Bringing the public's perspective to the decision-making process, the CAC's members make recommendations to the MPO board about project priorities for state and federal funding in FDOT's five-year work program, proposed long-range transportation plans, project plans, program plans, and other transportation issues. The CAC usually meets on the first Thursday of the month at 3:00 p.m. in the Green Room of the Cape Coral Public Works Building, 815 Nicholas Parkway East, Cape Coral, FL.

The Village of Estero currently has one vacant spot on the MPO's Citizen Advisory Committee. Predecessor, Mr. Patrick Hiltman was the last CAC representative appointed by the Village of Estero in 2020. The MPO does not solicit members for the CAC to fill the vacancies of local jurisdictions. It is the responsibility of the local jurisdiction to appoint a representative of their choice. Once the local jurisdiction has appointed a representative, the appointment will go to the MPO Board for approval. Estero resident, Mark Novitski has sent an application to Lee County MPO. The Village can appoint or solicit for other applications.

Action Requested: Make the motion to support and encourage the applicant, Mark Novitski, to represent Village of Estero at the Lee County MPO Citizen Advisory Committee Application (CAC).

Financial Impact: N/A

Prepared by: _____

Attachments:

1. Citizen Advisory Committee Application (Mark Novitski)

LEE COUNTY MPO
METROPOLITAN PLANNING ORGANIZATION

Citizen Advisory Committee Application

Return Application to: Lee County Metropolitan Planning Organization
Calandra Barraco
P.O. Box 150045
Cape Coral, Florida 33915-0015
Phone: (239) 330-2243 Fax: (239) 790-2695
Email: cbarraco@leempo.com

Please note: Your application will remain active in the MPO's Office for one (1) year. Resumes may be included; however, the application MUST still be completed. Read "Important Information" section on the second page of the application, then sign and date the application. (Use additional pages as needed.)

PLEASE TYPE OR PRINT IN INK

Date: __11/19/2023_____ Commission District #/City _Estero_____

Name: _Novitski_____Mark_____Joseph
Last First Middle

Address: __21101 Palese Dr_____

City: __Estero_____ Florida Zip: ____33928_____

Cell Telephone: 239-250-9536_____ Contact Time: _09:00 – 21:00_____

Email Address: __marker21101@gmail.com_____

Referred By: _____ Date Available: _Dec 1st, 2023_____

Please list any Advisory Boards/Committees to which you are currently appointed:

1. _____ 3. _____

2. _____ 4. _____

Occupation (Or if retired, please indicate): _Retired_____

Employer: _____

Address: _____

Phone: _____ Contact Time: _____

Application for Citizen Advisory Committee (Attach additional sheets or a resume if necessary)

Complete the following: (Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee. Please list all public involvement activities you been involved in (include efforts outside the local area). Should you feel it appropriate, you may include academic, vocational, and skill training; diplomas, degrees and certification; licenses and other background information).

Education

BS in Business Management, University of Maryland, 1983
MA in Administration, Central Michigan University, 2001

Work Experience

Cold War Veteran, Enlisted, Air Force (AF), Oct 75 – Sep 85, Honorable Discharge
Disbursement Accounting Specialist and Manager
Department of the AF Civilian, Dec 85 – Apr 12, Financial Management, Retired (01 May 2012)
Financial Analyst – Monitor AF R&D Contracts for cost, schedule, and performance
Budget Analyst – Supervised a staff of 30 to develop, justify, & seek approval for a $4B budget
Cost and Economic Analyst – Developed cost estimates for AF R&D programs
Forensic Accountant – Researched budget items to determine how they supported the AF Mission
Contracting Officers Representative – Monitored contractor performance and approved/rejected invoices
Project Manager – Commanders Resource Integrated System (CRIS)
Trusted Leader – Briefed AF Leadership on budget execution (budget vs actual cost) and explained any variances
Mentor – Worked with and mentored numerous trainees/interns and journeyman throughout my career

I have attended and spoken at Lee County BOCC, MPO, Lee District Schools Board meetings, and Village of Estero council meetings. Positive relationship with Commissioner Mann, Commissioner Sandelli and Commissioner Pendergrass. Attended MPO community briefs and spoke with MPO Chair Don Scott.

Review and ask questions/provide comments to Lee County Parks and Recreation and Conservation 2020 meetings. Written over 100 correspondence advocating for parks and recreation improvements and enhancements, including acquisition of lands.

I follow and monitor Proposed Florida bills, both in the Florida Senate and House. I correspond with my Florida (mostly SW Florida Delegation) on a regular basis advocating for causes I believe in – Veterans, Workforce Housing, Good Schools, BERT, The Sun Trail, and Rail to Trails.

I review every BOCC meeting for items of interest. I attend in person when I can. I review Village of Estero Council meetings for items of interest and either attend and speak or send an e-comment card. I review every Lee District Schools Board workshop and meeting for items of interest and provide comments to the Superintend or a school board member.

Please describe any public involvement or community service you've been involved in either locally or otherwise.

Greater Estero Community Involvement

Estero Fire/Rescue Pension Board (2013 to 30 Jun 2020)
Lee District Schools Financial Advisory Committee (FAC) (Jul 2021 – Jun 2023)
Bonita Estero Rail Trail (BERT) member and advocate

East Corkscrew Alliance (Jan 2023 to date)
Habitat (Bella Terra) Community Development District (CDD) board (Aug 2014 -Nov 2022), Chair (Nov 2014 to Jun 2021)
Engage Estero (Previously Estero Council of Community Leaders)
Bella Terra Representative (2013 to 2017)
Chief Operating Officer (COO), (2019 to Jun 2022)
Corkscrew Road Service Advisory (CRSA) member (2013-2014)
Member Financial Committee, Bella Terra Master and SFH HOA Transition Committee (2012)

Would you be willing to serve on other advisory boards? ____YES_____

IMPORTANT INFORMATION:

• Florida State Statute 119.07 designates that this application as a public document be made available for anyone requesting to view it.

Applicant's Signature: _____

Date Signed: _____November 19th, 2023_____

Are you related to any member of the Lee County MPO?
_____ YES _____**XX**____ **NO**

A LIST OF SAMPLE ELIGIBILITY REQUIREMENTS OR DESIRED QUALIFICATIONS FOR MEMBERSHIP ON THE CITIZEN ADVISORY COMMITTEE

To assist the Lee County MPO in its selection process, please check as many of the following categories that apply to you:

1. Year-round resident of:

a. Lee County (Unincorporated area)	_____
b. City of Cape Coral	_____
c. City of Fort Myers	_____
d. City of Bonita Springs	_____
e. City of Sanibel	_____
f. Town of Fort Myers Beach	_____
g. Village of Estero	__X___

2. Member of one of the following organizations or group:

a. Florida Engineering Society	_____
b. Chamber of Commerce	_____
c. NAACP	_____
d. Historical Preservation Society	__X___
e. A Homeowners' Association	__X___
f. A Local Environmental Group	_____
g. Home Builders Association	_____
h. Lee County School Board	_____
i. Agricultural Community	_____
j. Other _____	_____
Civic Advocacy	__X___

3. Representative of one of the following:

a. Persons with Disabilities	_____
b. Public Libraries	_____
c. Education	_____
d. Florida Department of HRS	_____
e. United Way	_____
f. Elderly Health Care Consumers	__X__
g. Nongovernmental Health Care Consumers	_____
h. Consumers of Regular Bus Service	_____
i. Developmental Disability Services	_____
j. The Elderly	__X__
k. Veterans	__X__
l.. Criminal Justice	_____
m. Health and Rehabilitative Services	_____
n. Other _____	_____

4. Professional/Career Credentials:

a. Registered Architect	_____
b. Licensed Attorney	_____
c. Licensed Engineer	_____
d. Licensed Building Contractor	_____
e. Licensed Electrical Contractor	_____
f. Licensed General Contractor	_____
g. Licensed Heating/Air Conditioning Contractor	_____
h. Licensed Plumbing Contractor	_____
i. Fire Official	_____
j. Geologist	_____
k. Licensed Health Professional	_____
l. Realtor	_____
m. Subcontractor (especially in building trades)	_____
n. Owner or Operator of Motel/Hotel, etc.	_____
o. Licensed Veterinarian	_____
p. Judge of the Family Law Division	_____
q. Land Surveyor	_____
r. Other __CDFM, CGFM_____	__X__

5. Knowledge, training, background, interest or experience in:

a. Natural Sciences: Ecology, Biology, Botany, etc.	_____
b. Education	__X__
c. Banking or Finance	__X__
d. Real Estate	__X__
e. Planning, Engineering, Environment	__X__
f. The Development Industry	__X__
g. Technical Codes (Building Codes)	_____
h. Archaeological, Historical Matters	_____
i. Architectural Development and Planning	_____
j. Historical Preservation	__X__
k. Rehabilitation (related to health matters)	_____
l. Tourist Industry	_____
m. Child Advocate	_____
n. Agriculture	_____
o. Other _____	_____

The Lee County MPO strives to ensure equal access for minorities, women, low income and those with disabilities to serve on advisory boards/committees.

The information below is voluntary only:

6. Ethnic Background:

a. African American _____
b. Asian American _____
c. American Woman _____
d. Hispanic American _____
e. Native American _____
f. Multi-lingual _____
g. Other White Male __X___

7. Family Income Level:

a. Less than $20,000 per year _____
b. Between $20,001 and $40,000 _____
c. Between $40,001 and $60,000 _____
d. Greater than $60,000 per year __X__

8. Family Size

a. One or two people __X_
b. Three or four people ____
c. Five or six people ____
d. Greater than six people ____

Resume Attached

Mark J. Novitski



21101 Palese Dr, (Bella Terra), Estero FL 33928 (Year-Round Resident - May 2012)

Phone: 239 250-9536 **E-mail: marker21101@gmail.com**

Spouse: Ramona (30+ years)

2 Sons, Eric Shank (Amy), Todd Shank, Granddaughter Tyler, Grandson Mason

World Traveler, 60+ countries, 50 states

Education & Certifications

BS in Business Management, University of Maryland, 1983

MA in Administration, Central Michigan University, 2001

Certified Defense Financial Manager (CDFM), 2002

Certified Government Financial Manager (CGFM), 2003

Work Experience

Cold War Veteran, Enlisted, Air Force (AF), Oct 75 – Sep 85, Honorable Discharge

Disbursement Accounting Specialist and Manager

Department of the AF Civilian, Dec 85 – Apr 12, Financial Management, Retired (01 May 2012)

Financial Analyst – Monitor AF R&D Contracts for cost, schedule, and performance

Budget Analyst – Supervised a staff of 30 to develop, justify, & seek approval for a $4B budget

Cost and Economic Analyst – Developed cost estimates for AF R&D programs

Forensic Accountant – Researched budget items to determine how they supported the AF Mission

Contracting Officers Representative – Monitored contractor performance and approved/rejected invoices

Project Manager – Commanders Resource Integrated System (CRIS)

Trusted Leader – Briefed AF Leadership on budget execution (budget vs actual cost) and explained any variances

Mentor – Worked with and mentored numerous trainees/interns and journeyman throughout my career

Greater Estero Community Involvement

Estero Fire/Rescue Pension Board (2013 to 30 Jun 2020)

Lee District Schools Financial Advisory Committee (FAC) (Jul 2021 – Jun 2023)

East Corkscrew Alliance (Jan 2023 to date)

Bonita Estero Rail Trail Member and Advocate (Sep 2022 to date)

Habitat (Bella Terra) Community Development District (CDD) board (Aug 2014 -Nov 2022), Chair (Nov 2014 to Jun 2021)

Engage Estero (Previously Estero Council of Community Leaders)

Bella Terra Representative (2013 to 2017)

Chief Operating Officer (COO), (2019 to Jun 2022)

Corkscrew Road Service Advisory (CRSA) member (2013-2014)

Member Financial Committee, Bella Terra Master and SFH HOA Transition Committee (2012)

Volunteering

Eagle Scout '73; Scout Leader, Merit Badge Counselor, Panther District Commissioner (2014 - 2017); Panther District Unit Commissioner (2013 to 30 Jun 2020, Eagle Scout Board of Review Member (2012 to 2015); Panther District 2013 FOS Campaign Presenter.

Estero Historical Society member (2016 – date)

Board Member (May 2020 to July 2022)

SW FL Junior Achievement (2017 to 2020)

Trainer, Junior (High School) ROTC (1998 to 2003)

Current as of 19 November 2023

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
December 6th 2023

Agenda Item:

Approval of Construction Manager At Risk agreement between Village and Wright Construction Group, Inc.

Motion to approve Construction Manager At Risk agreement between Village of Estero and Wright Construction Group, Inc. and to authorize the Village Manager to execute the agreement and any related documents or amendments as may be necessary, except for the Guaranteed Maximum Price amendment, which will be approved by Council, at a later date.

Background:

The Village owns an approximately 20.8-acre parcel located at 9000 Williams Road, Estero (the Property) and the Council has already approved of the improvement of the Property to provide recreational opportunities for Village residents including the inclusion of several private-sector entertainment venue operators.

As part of its negotiations with the private providers of entertainment options who are slated to be part of the entertainment options on the Property, the Village will be conveying certain parcels within the Property to the private providers in a "pad-ready" state for those providers to perform vertical construction of their respective venues. The Village will be undertaking the creation of pickleball courts and the various common area infrastructure (such as parking lots, stormwater management, and water/wastewater lines).

Florida Statutes § 255.103 authorizes a governmental entity to select a construction management entity, pursuant to the process provided by Florida Statutes § 287.055, which is to be responsible for construction project scheduling and coordination in both preconstruction and construction phases and generally responsible for the successful, timely, and economical completion of public construction projects.

Pursuant to that authority, in September the Village issued RFP 24-01 seeking proposals from qualified companies capable of providing construction management services for the Project. The Village received five proposals, all of which were evaluated and ranked based on the statutory criteria. At its November 15th 2023 meeting, the Village Council agreed

with staff's determination that Wright Construction Group, Inc., was the most qualified proposer, and authorized the Village Manager to finalize negotiations with Wright.

The parties have completed their negotiations and the attached Agreement for Construction Management At Risk Services is ready for Council approval.

Description:

This agenda item is to obtain approval of the CMAR agreement between Wright Construction Group, Inc., and the Village to facilitate the construction of the common area amenities described above.

Action Requested:

Motion to approve Construction Manager At Risk agreement between Village of Estero and Wright Construction Group, Inc. and to authorize the Village Manager to execute the agreement and any related documents or amendments as may be necessary, except for the Guaranteed Maximum Price amendment, which will be approved by Council, at a later date.

Process and Timeline:

It is anticipated that that the CMAR will begin providing services expeditiously once the Council approves the agreement so as to meet the Village's timeline for the project.

Financial Impact:

The final Guaranteed Maximum Price for the project, including all design and inspections services, will likely be back for final Village Council approval in January 2024.

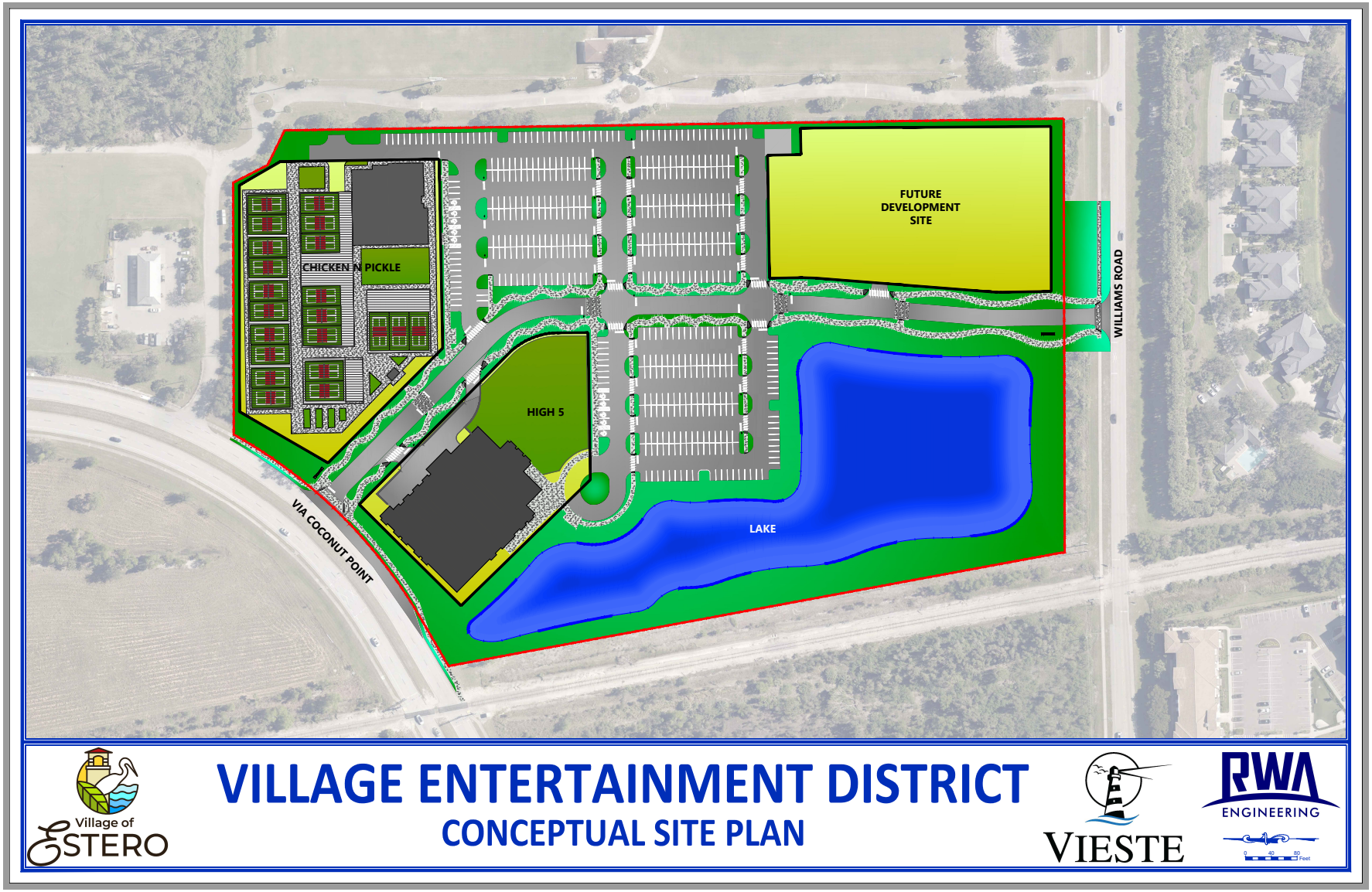
Prepared by:

David Willems, Public Works Director, and Robert Eschenfelder, Village Attorney

Attachments:

1. Location Map
2. Site Plan
3. Construction Manager At Risk agreement between Village of Estero and Wright Construction Group, Inc.


S Tamiami Trail
Via Coconut Point
Williams Rd
Bodge Blvd
Block Ln
Arenga Ln
River Ranch Rd
Horne Ln
Springlake Cir
Silvercreek Ct
Palmetto Ridge Dr
Chartwell Breeze Dr
Indigo Isle Ct
Knollview Blvd
Windswept Dr
Via Villagio
Via Garibaldi Cir


FUTURE
DEVELOPMENT
SITE
CHICKEN N PICKLE
HIGH 5
LAKE
VIA COCONUT POINT
WILLIAMS ROAD
Village of
ESTERO
VILLAGE ENTERTAINMENT DISTRICT
CONCEPTUAL SITE PLAN
VIESTE
RWA
ENGINEERING

AGREEMENT

for

CONSTRUCTION MANAGEMENT AT RISK SERVICES

between

VILLAGE OF ESTERO (AS OWNER)

and

WRIGHT CONSTRUCTION GROUP, INC.
(AS CONSTRUCTION MANAGER)

AGREEMENT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
ENTERTAINMENT CENTER HUB SITE DEVELOPMENT

THIS AGREEMENT ("Agreement") is made and entered into this ___ day of December, 2023 (the "Effective Date"), by and between the Village of Estero, a Florida municipal corporation, referred to herein as "Owner", and Wright Construction Group, Inc. a Florida corporation, referred to herein as "Construction Manager."

WHEREAS, the Village owns an approximately 20.8-acre parcel located at 9000 Williams Road, Estero (described in the attached survey) (the Property) with the intent of improving the Property to provide recreational opportunities for Village residents; and

WHEREAS, the Property, which currently houses a golf driving range, a stormwater pond, wooded property, is contiguous to public properties owned by Lee County and the Lee School District, both of which have current recreational uses or designations; and

WHEREAS, the Village envisioned the creation of enhanced recreational activities for residents and e is completing negotiations with private providers of entertainment options and as part of those negotiations, the Village will be transferring ownership of certain parcels within the Property to the private providers, in a pad-ready state for those providers to perform vertical construction of their respective venues; and

WHEREAS, Florida Statutes § 255.103 authorizes a governmental entity to select a construction management entity, pursuant to the process provided by Florida Statutes § 287.055, which is to be responsible for construction project scheduling and coordination in both preconstruction and construction phases and generally responsible for the successful, timely, and economical completion of the construction project; and

WHEREAS, pursuant to this statutory authority, the Village issued RFP 24-01 seeking proposals from qualified companies capable of providing construction management services for the Project; and

WHEREAS, the Village received five proposals which were evaluated and ranked based on the statutory criteria; and

WHEREAS, the Village Council determined that Construction Manager was the most qualified Proposer and authorized the Village staff to negotiate the terms of a final agreement with Construction Manager; and

WHEREAS, the Parties have agreed on the terms of this Agreement.

NOW THEREFORE, the Owner and the Construction Manager, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE 1
GENERAL PROVISIONS

1.1 RELATIONSHIP OF PARTIES. The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement, and covenants with the Owner to furnish the Construction Manager's reasonable skill and judgment and to cooperate with the Architect/Engineer in furthering the interests of the Owner. The Construction Manager shall furnish construction administration and management services and use the Construction Manager's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Architect/Engineer, Construction Manager and other persons or entities employed by the Owner for the Project.

1.2 GENERAL CONDITIONS. The general conditions of this Agreement shall be the attached General Conditions of the Construction Agreement, which is incorporated herein by reference. The term "Contractor" as used in the General Conditions shall mean the Construction Manager. The term "Contract Sum" as used in the General Conditions shall mean Guaranteed Maximum Price (GMP).

1.3 CONTRACT DOCUMENTS. The Contract Documents shall consist of the following:

This Agreement including the General Conditions
Addenda 1-3 to RFP 24-01
RFP 24-01
Construction Manager's Proposal

In the event of a conflict between any of the foregoing documents, the earlier listed document shall control over a later listed document.

ARTICLE 2
CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager shall perform the services described in this Article. The services to be provided under Sections 2.1 and 2.2 constitute the Preconstruction services. If the Owner and Construction Manager agree, after consultation with the Architect/Engineer, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases will proceed concurrently.

2.1 PRECONSTRUCTION PHASE.

A. PRELIMINARY EVALUATION. The Construction Manager shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other.

B. CONSULTATION. The Construction Manager, with the Architect/Engineer, shall jointly schedule and attend regular meetings with the Owner. The Construction Manager shall consult with the Owner and Architect/Engineer regarding site use

and improvements and the selection of materials, building systems and equipment. The Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets and possible economies.

C. PRELIMINARY PROJECT SCHEDULE. When Project requirements described in Section 3.1.A have been sufficiently identified, the Construction Manager shall prepare, and periodically update, a preliminary Project schedule for the Architect/Engineer's review and the Owner's approval. The Construction Manager shall obtain the Architect/Engineer's approval of the portion of the preliminary Project schedule relating to the performance of the Architect/Engineer's services. The Construction Manager shall coordinate and integrate the preliminary Project schedule with the services and activities of the Owner, Architect/Engineer and Construction Manager. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price (GMP) proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect/Engineer.

D. PHASED CONSTRUCTION. The Construction Manager shall make recommendations to the Owner and Architect/Engineer regarding the phased issuance of Project Plans and Specifications to facilitate phased construction of the Work, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities.

E. PRELIMINARY COST ESTIMATES.

1. When the Owner has sufficiently identified the Project requirements and the Architect/Engineer has prepared other basic design criteria, the Construction Manager shall prepare, for the review of the Architect/Engineer and approval of the Owner, a preliminary cost estimate utilizing area, volume or similar conceptual estimating techniques.

2. When schematic design documents have been prepared by the Architect/Engineer and approved by the Owner, the Construction Manager shall prepare, for the review of the Architect/Engineer and approval of the Owner, a more detailed estimate with supporting data. During the preparation of the design development documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect/Engineer and Construction Manager.

3. When design development documents have been prepared by the Architect/Engineer and approved by the Owner, the Construction Manager shall prepare a detailed estimate with supporting data for review by the Architect/Engineer and approval by the Owner. During the preparation of the construction documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect/Engineer and Construction Manager.

4. If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect/Engineer.

F. SUBCONTRACTORS AND SUPPLIERS. The Construction Manager shall seek to develop Subcontractor interest in the Project and shall furnish to the Owner and Architect/Engineer for their information a list of possible Subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Architect/Engineer will promptly reply in writing to the Construction Manager if the Architect/Engineer or Owner know of any objection to such Subcontractor or supplier. The receipt of such list shall not require the Owner or Architect/Engineer to investigate the qualifications of proposed Subcontractors or suppliers, nor shall it waive the right of the Owner or Architect/Engineer later to object to or reject any proposed Subcontractors or suppliers.

G. LONG-LEAD-TIME ITEMS. The Construction Manager shall recommend to the Owner and Architect/Engineer a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead-time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the Owner's acceptance of the Construction Manager's GMP proposal, all contacts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall expedite the delivery of long-lead-time items.

H. EXTENT OF RESPONSIBILITY. The Construction Manager does not warrant or guarantee estimates and schedules except as may be included as part of the GMP. The recommendation and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and the Owner's professional consultants. It is not the Construction Manager's responsibility to ascertain that the Project Plans and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Construction Manager recognizes that portions of the Project Plans and Specifications are at variance therewith, the Construction Manager shall promptly notify the Architect/Engineer and Owner in writing.

I. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION. The Construction Manager shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs.

2.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME.

A. TIMING. When the Project Plans and Specifications are sufficiently complete, the Construction Manager shall propose a GMP, which shall be the sum of the estimated Cost of the Work and the Contractor's Fee.

B. FURTHER DEVELOPMENT OF PROJECT PLANS AND SPECIFICATIONS. As the Project Plans and Specifications may not be finished at the time the GMP proposal is prepared, the Construction Manager shall provide in the GMP for further development of the Project Plans and Specifications by the Architect/Engineer that is consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, as required, shall be incorporated by Change Order.

C. CONTIGENCY. The estimated Cost of the Work shall include the Construction Manager's contingency, a sum established by the Construction Manager for the Construction Manager's exclusive use to cover costs arising under Section 2.2.B and other costs which are properly reimbursable as Cost of the Work but not the basis for a Change Order.

D. BASIS OF GUARANTEED MAXIMUM PRICE. The Construction Manager shall include with the GMP proposal a written statement of its basis, which shall include:

1. A list of the Project Plans and Specifications, including all addenda thereto and the Conditions of the Contract, which were used in preparation of the GMP proposal.

2. A list of allowances and a statement of their basis.

3. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the GMP proposal to supplement the information contained in the Project Plans and Specifications.

4. The proposed GMP, including a statement of the estimated costs organized by trade categories, allowances, contingency, and other items and the Fee that comprise the GMP.

5. The Date of Substantial Completion upon which the proposed GMP is based, and a schedule of the construction documents issuance dates upon which the date of Substantial Completion is based.

E. MEETING OF CONSTRUCTION TEAM. The Contractor shall meet with the Owner and Architect/Engineer to review the GMP proposal and the written statement of its basis. In the event the Owner or Architect/Engineer discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the GMP proposal, its basis, or both.

F. ACCEPTANCE. Unless the Owner accepts the GMP proposal in writing on or before the date specified in the proposal for such acceptance and so notifies the Construction Manager, the GMP proposal shall not be effective without written acceptance by the Construction Manager.

G. NO COSTS IN ADVANCE. Prior to the Owner's acceptance of the Construction Manager's GMP proposal and issuance of a Notice to Proceed, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing.

H. GMP ADDENDUM. Upon acceptance by the Owner of the GMP proposal, the GMP and its basis shall be set forth in the GMP Addendum. The GMP shall be subject to additions and deductions by a change in the Work as provided in the Contract Documents, and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

I. REVISIONS TO PROJECT PLANS AND SPECIFICATONS. The Owner shall authorize and cause the Architect/Engineer to revise the Project Plans and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the GMP Addendum. Such revised Project Plans and Specifications shall be furnished to the Construction Manager in accordance with schedules agreed to by the Owner, Architect/Engineer and Construction Manager. The Construction Manager shall promptly notify the Architect/Engineer and Owner is such revised Project Plans and Specifications are inconsistent with the agreed-upon assumptions and clarifications.

J. TAXES. The GMP shall include in the Cost of the Work only those taxes which are enacted at the time the GMP is established.

2.3 CONSTRUCTION PHASE.

A. GENERAL.

1. The Construction Phase shall commence on the earlier of:

   i. the Owner's acceptance of the Construction Manager's GMP proposal and issuance of a Notice to Proceed, or

   ii. the Owner's first authorization to the Construction Manager to:

      (a) award a Subcontract,

      (b) undertake construction Work with the Construction Manager's own forces, or

      (c) issue a purchase order for materials or equipment required for the Work.

B. ADMINISTRATION.

1. Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under Subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated to a special design for the Work from the list previously reviewed and, after analyzing such bids, shall deliver such bids to the Owner and Architect/Engineer. The Owner will then determine, with the advice of the Construction Manager and subject to the reasonable objection of the Architect/Engineer, which bids will be accepted. The Owner may designate specific persons or entities from whom the Construction Manager shall obtain bids; however, if the GMP has been established, the Owner may not prohibit the Construction Manager from obtaining bids from other qualified bidders. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

2. If the GMP has been established, and a specific bidder among those whose bids are delivered by the Construction Manager to the Owner and Architect/Engineer (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid which conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a change in the Work be issued to adjust the Contract Time and the GMP by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the Subcontract or other agreement actually signed with the person or entity designated by the Owner.

3. Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Sections 7.1.H and 7.1.I and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.

4. The Construction Manager shall schedule and conduct a meeting at which the Owner, Architect/Engineer, Construction Manager and appropriate Subcontractors can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.

5. Promptly after the Owner's acceptance of the GMP proposal, the Construction Manager shall prepare a schedule in accordance with Section 2.3 of the General Conditions, including the Owner's occupancy requirements.

6. The Construction Manager shall provide monthly written reports to the Owner and Architect/Engineer on the progress of the entire Work. The Construction Manager shall maintain a daily log containing a record of weather,

Subcontractors working on the Project Site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Architect/Engineer.

7. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect/Engineer at regular intervals.

2.4 PROFESSIONAL SERVICES. Sections 2.1 and 2.2 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

2.5 HAZARDOUS MATERIALS. Sections 2.4.U and 5.5 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3
OWNER'S RESPONSIBILITIES

3.1 INFORMATION AND SERVICES.

A. GENERAL INFORMATION. The Owner shall provide full information in a timely manner regarding the requirements of the Project, including a program which sets forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

B. BUDGET. The Owner shall establish and update an overall budget for the Project, based on consultation with the Construction Manager and Architect/Engineer, which shall include contingencies for changes in the Work and other costs which are the responsibility of the Owner.

C. STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS AND REPORTS. In the Preconstruction Phase, the Owner shall furnish the following with reasonable promptness and at the Owner's expense. Except to the extent that the Construction Manager knows of any inaccuracy, the Construction Manager shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings and tests described in subsections 1 through 4, below, but shall exercise customary precautions relating to the performance of the Work.

1. Reports, surveys, drawings and tests concerning the conditions of the Project Site which are required by law.

2. Surveys describing physical characteristics, legal limitations and utility locations for the Project Site, and a written legal description of the Project Site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures;

adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Project Site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark.

3. The services of a geotechnical engineer when such services are requested by the Construction Manager. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolations tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

4. Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.

5. The services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Construction Manager.

3.2 OWNER'S DESIGNATED REPRESENTATIVE. The Owner shall designate in writing its Owner's Project Representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. This Representative shall have the authority to make decisions on behalf of the Owner concerning estimates and schedules, construction budgets, and changes in the Work, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 5.2 of the General Conditions, the Architect/Engineer does not have such authority.

3.3 ARCHITECT/ENGINEER. The Owner shall retain an Architect/Engineer to provide Basic Services, including normal structural, mechanical and electrical engineering services, other than cost estimating services, described in Article VI of the General Conditions. The Owner shall authorize and cause the Architect/Engineer to provide those additional services requested by the Construction Manager which must necessarily be provided by the Architect/Engineer for the Preconstruction and Construction Phases of the Work. Such services shall be provided in accordance with time schedules agreed to by the Owner, Architect/Engineer and Construction Manager. Upon request of the Construction Manager, the Owner shall furnish to the Construction Manager a copy of the Owner's Agreement with the Architect/Engineer.

3.4 LEGAL REQUIREMENTS. The Owner shall determine and advise the Architect/Engineer and Construction Manager of any special legal requirements relating specifically to the Project which differ from those generally applicable to construction in the jurisdiction of the Project. The Owner shall furnish such legal services as are necessary to provide the information and services required under Section 3.1.

ARTICLE 4
COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION SERVICES

The Owner shall compensate and make payments to the Construction Manager for Preconstruction Services as follows:

4.1 COMPENSATION.

A. PRECONSTRUCTION SERVICES. For the Preconstruction Services described in Section 2.1, the Construction Manager's compensation shall be calculated in the manner set forth in **Exhibit 1** (Wright Construction Group Preconstruction Proposal) attached hereto and incorporated herein.

B. ADJUSTMENT. Compensation for Preconstruction Services shall be equitably adjusted if such services extend beyond Three Hundred Sixty-Five (365) days from the date of this Agreement or if the originally contemplated scope of services is significantly modified.

C. PERSONNEL EXPENSE. If compensation is based on a multiple of Direct Personnel Expense, "Direct Personnel Expense" shall mean the direct salaries of the Construction Manager's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

4.2 PAYMENTS.

A. TIMING. Subject to the requirements of Article III of the General Conditions, payments for Preconstruction Services shall be made monthly following presentation of the Construction Manager's invoice and, where applicable, shall be in proportion to services performed.

B. DUE DATES. Payments shall be made by Owner in accordance with the requirements of Florida Statutes §218.735.

ARTICLE 5
COMPENSATION FOR CONSTRUCTION PHASE SERVICES

The Owner shall compensate the Construction Manager for Construction Phase services as follows:

5.1 COMPENSATION. For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager in current funds the

Contract Sum consisting of the Cost of the Work as defined in Article 6 and the Construction Manager's Fee determined as follows: **Eight percent (8%) of actual cost**.

5.2 GUARANTEED MAXIMUM PRICE. The sum of the Cost of the Work and the Construction Manager's Fee are guaranteed by the Construction Manager not to exceed the amount provided as the GMP in the GMP Addendum, subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum as adjusted by approved changes in the Work is referred to in the Contract Documents as the GMP. Costs which would cause the GMP to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

5.3 COST SAVINGS. In the event the actual Cost of the Work, together with the Construction Manager's Fee, is less than the Guaranteed Maximum Price, the Construction Manager and the Owner agree that any such savings below the GMP shall be shared in the following percentages: seventy five percent (75%) to the Owner and twenty five percent (25%) to the Construction Manager. Such savings shall be recognized by Change Order at Substantial Completion and approved for payment on the succeeding application for payment.

5.3 CHANGES IN THE WORK

A. ADJUSTMENTS TO GMP. Adjustments to the GMP on account of changes in the Work subsequent to the execution of the GMP Addendum may be determined by any of the methods listed in Article V of the General Conditions.

B. "COST". In calculating adjustments to Subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the Owner and Construction Manager shall proceed in accordance with Section 5.6 of the General Conditions. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts. In calculating adjustments to the Agreement, the terms "cost" and "costs" as used in the above-referenced General Conditions shall mean the Cost of the Work as defined in Article 6 of this Agreement.

C. CONSTRUCTION MANAGER'S FEE. If no specific provision is made in Section 5.1. for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such that, in the aggregate, the application of the adjustment provisions of Section 5.1. will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the basis of the Fee established for the original Work.

ARTICLE 6
COST OF THE WORK FOR CONSTRUCTION PHASE

6.1 COSTS TO BE REIMBURSED

A. COST OF WORK. The term "Cost of the Work" shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such

costs shall be at rates not higher than those customarily paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 6.

B. LABOR COSTS.

1. Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the Project Site or, with the Owner's agreement, at off-site workshops.

2. Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the Project Site with the Owner's agreement.

Classification	Name
President	Fred Edman
Executive Vice President	Andy Powell
Vice President of Civil Operations	Andrew Powell
Vice President of Pre-construction	Robbie Powell
Senior Project Manager	Alex Slaibe P.E.
Project Estimator	Ruan Hill
Project Assistant	Jonathan Owens
Project Assistant	Cole Fulton
General Superintendent	Julio Jimeniz

3. Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

4. Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under Sections 6.1.B.1 through 6.1.B.3.

C. SUBCONTRACT COSTS. Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the Subcontracts.

D. COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION.

1. Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

2. Costs of materials described in the preceding Section 6.1.D.1 in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager; amounts realized, if any, from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

E. COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS.

1. Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the Project Site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager. Cost for items previously used by the Construction Manager shall mean fair market value.

2. Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the Project Site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the Owner's prior approval. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item.

3. Costs of removal of debris from the Project Site, including proper and legal disposal of same.

4. Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone at the Project Site and reasonable petty cash expenses of the Project Site office.

5. That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.

F. MISCELLANEOUS COSTS.

1. That portion directly attributable to this Contract of premiums for insurance and bonds.

(If charges for self-insurance are to be included, specify the basis of reimbursement.)

2. Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.

3. Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

4. Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work other than that for which payment is permitted by Section 6.1.H.2, reproduction costs, costs of postage and express delivery charges, Project Site communications equipment, and reasonable petty cash expenses of the Project Site office.

5. Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent; provided, however, that such costs of legal defenses; judgment and settlements shall not be included in the calculation of the Construction Manager's Fee or the GMP and provided that such royalties, fees and costs are not excluded by the Contract Documents.

6. Costs for electronic equipment and software, directly related to the Work and with the Owner's prior approval.

7. Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.

8. Legal, mediation and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work and with the Owner's written permission, which permission shall not be unreasonably withheld.

9. Expenses incurred in accordance with Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.

10. Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

G. EMERGENCIES AND REPAIRS TO DAMAGED OR NONCONFORMING WORK. The Cost of the Work shall also include costs described in Section 6.1.A which are incurred by the Construction Manager:

1. In taking action to prevent threatened damage, injury or loss in case of emergency affecting the safety of persons and property, as provided in Section 2.4.P of the General Conditions.

2. In repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers, provided that such damage or nonconforming Work was not caused by the negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement or by the Construction Manager's foremen, engineers or superintendents, or other supervisory, administrative or managerial personnel of the Construction Manager, or by the failure of the Construction Manager's personnel to supervise adequately the Work of the Subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recoverable by the Construction Manager from insurance, sureties, Subcontractors, suppliers or others.

H. COSTS TO BE INCLUDED. The costs described in Sections 6.1.A through 6.1.G shall be included in the Cost of the Work notwithstanding any provisions of the General Conditions which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.2.

6.2 COSTS NOT TO BE REIMBURSED. The Cost of the Work shall not include:

1. Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the Project Site office, except as specifically provided in Sections 6.1.B.2 and 6.1.B.3.

2. Expenses of the Construction Manager's principal office and offices other than the Project Site office, except as specifically provided in Section 6.1.

3. Overhead and general expenses, except as may be expressly included in Section 6.1.

4. The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.

5. Rental costs of machinery and equipment, except as specifically provided in Section 6.1.E.2.

6. Except as provided in Section 6.1.H.2, costs due to the negligence of the Construction Manager or to the failure of the Construction Manager to fulfill a specific responsibility to the Owner set forth in this Agreement.

7. Costs incurred in the performance of Preconstruction Services.

8. Except as provided in Section 6.1.F.10, any cost not specifically and expressly described in Section 6.1.

9. Costs which would cause the GMP to be exceeded.

10. Costs for services performed during the Preconstruction Phase.

6.3 DISCOUNTS, REBATES AND REFUNDS

A. ACCURAL TO OWNER. Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.

B. DEDUCTION FROM COST OF WORK. Amounts which accrue to the Owner in accordance with the provisions of Section 6.3.A shall be credited to the Owner as a deduction from the Cost of the Work.

6.4 ACCOUNTING RECORDS. The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, in order to substantiate all costs incurred under this Agreement. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants or other Owner-authorized personnel shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7
CONSTRUCTION PHASE

7.1 PROGESS PAYMENTS.

A. PROGRESS PAYMENTS. Subject to the requirements of Article III of the General Conditions, based upon Applications for Payment submitted to the Architect/Engineer by the Construction Manager and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the GMP to the Construction Manager as provided below and elsewhere in the Contract Documents.

B. PERIOD COVERED. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

C. DATE OF PAYMENT. Payments shall be made by Owner in accordance with the requirements of Florida Statutes § 218.735.

D. SUPPORTING DOCUMENTATION. With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner or Architect/Engineer to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed (1) progress payments already received by the Construction Manager; less (2) that portion of those payments attributable to the Construction Manager's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

E. SCHEDULE OF VALUES. Each Application for Payment shall be based upon the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire GMP among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer may require. This schedule, unless objected to by the Architect/Engineer, shall be used as a basis for reviewing the Construction Manager's Application for Payment.

F. Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the GMP allocated to that portion of the Work in the schedule of values.

G. COMPUTATION. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 5.6 of the General Conditions, even though the GMP has not yet been adjusted by Change Order.

2. Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the Project Site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the Project Site at a location agreed upon in writing, supported by paid receipts.

3. Add the Construction Manager's Fee, less retainage of ten percent (10%). The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Sections at the rate stated in Section 5.1. or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount which bears the same ratio to that fixed-sum Construction

Manager's Fee as the Cost of the Work in the two preceding Sections bears to a reasonable estimate of the probable Cost of the Work upon its completion.

4. Subtract the aggregate of previous payments made by the Owner.

5. Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.D to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner in such documentation.

6. Subtract amounts, if any, for which the Architect/Engineer has withheld or nullified a Certificate for Payment as provided in Section 3.3.C of the General Conditions.

H. SUBCONTRATOR RETAINAGE. Except with Owner's prior approval, per Florida Statutes § 255.078, Subcontractor payments shall be subject to retention of not less than five percent (5%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for Subcontracts.

I. REDUCTION IN RETAINAGE. Notwithstanding the foregoing, upon completion of at least fifty percent (50%) of the Work, as determined by the Architect/Engineer and Owner, the Owner shall reduce to three percent (3%) the amount of retainage withheld from the Construction Manager's Fee in each subsequent progress payment.

J. NO ADVANCE PAYMENTS. Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the Project Site.

K. RELIANCE ON INFORMATION. In taking action on the Construction Manager's Applications for Payment, the Architect/Engineer shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect/Engineer has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.D or other supporting data, that the Architect/Engineer has made exhaustive or continuous on-site inspections or that the Architect/Engineer has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner acting in the sole interest of the Owner.

7.2 FINAL PAYMENT.

A. CONDITIONS OF FINAL PAYMENT. Final payment shall be made by the Owner to the Construction Manager when (1) the Agreement has been fully performed by the Construction Manager except for the Construction Manager's responsibility to correct nonconforming Work, as provided in Section 2.4.C of the General Conditions, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Construction Manager and reviewed by the Owner; and (3) a final Certificate for Payment has

then been issued by the Architect/Engineer; such final payment shall be made by the Owner not more than thirty (30) days after the issuance of the Architect/Engineer's final Certificate for Payment, or as follows:

B. CALCULATION. The amount of the final payment shall be calculated as follows:

1. Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the GMP.

2. Subtract amounts, if any, for which the Architect/Engineer withholds, in whole or in part, a final Certificate for Payment as provided in Section 2.4.C of the General Conditions or other provisions of the Contract Documents.

3. Subtract the aggregate of previous payments made by the Owner.

If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner. Failing reimbursement by the Construction Manager and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall have the right to bring a direct action in the Circuit Court to recover such overpayment.

C. REVIEW. The Owner's fiscal staff will review and report in writing on the Construction Manager's final accounting within thirty (30) days after delivery of the final accounting to the Architect/Engineer by the Construction Manager. Based upon such Cost of the Work as the Owner's fiscal staff report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.A have been met, the Architect/Engineer will, within seven days after receipt of the written report of the Owner's fiscal staff, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager or notify the Construction Manager and Owner in writing of the Architect/Engineer's reasons for withholding a certificate as provided in Section 3.5.C of the General Conditions.

D. ISSUANCE. If the Owner's fiscal staff report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with Article 9 without a further decision of the Architect/Engineer. Unless agreed to otherwise, a demand for mediation or arbitration of the disputed amount shall be made by the Construction Manager within sixty (60) days after the Construction Manager's receipt of a copy of the Architect/Engineer's final Certificate for Payment. Failure to make such demand within this 60-day period shall result in the substantiated amount reported by the Owner's fiscal staff becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect/Engineer's final Certificate for Payment.

E. ADDITIONAL REIMBURSEMENTS. If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1 and

not excluded by Section 6.2, (1) to correct nonconforming Work or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the GMP. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8
INSURANCE AND BONDS

8.1 INSURANCE. If and to the extent required by the RFP documents, the Construction Manager shall furnish insurance coverage for (but not necessarily limited to) workers' compensation, commercial general liability, auto liability, excess liability, and builder's risk. The Construction Manager shall furnish the Owner all appropriate policies and Certificate(s) of Insurance. Upon the agreement of a GMP, the Construction Manager will negotiate a Builder's Risk Insurance Policy. The negotiation will consider exclusions and deductibles and the Owner will approve the policy prior to binding coverage. Both the owner and the construction manager shall be named insured on the policy and the Owner will bear the risk for all exclusions and any deductibles associated with a property loss during the construction process.

8.2 PAYMENT AND PERFORMANCE BOND.

A. BOND REQUIRED. The Construction Manager shall post a Payment and Performance Bond in the amount of the GMP, in a form provided and approved by the Owner.

B. DELIVERY. The Construction Manager shall file in the county records and deliver a recorded version of the required bond to the Owner at least three days before the commencement of any Construction Phase services.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 DISPUTE RESOLUTION. During both the Preconstruction and Construction Phases, claims, disputes or other matters in question between the parties to this Agreement shall be resolved as provided in Article VIII of the General Conditions.

9.2 OTHER PROVISIONS. Unless otherwise noted, the terms used in this Agreement shall have the same meaning as those in the General Conditions.

9.3 EXTENT OF CONTRACT. This Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager. Except as provided in Section 9.13 below, if

anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

9.4 OWNERSHIP AND USE OF DOCUMENTS. Section 10.4 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

9.5 GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of Florida. Venue for any petition for writ of certiorari or other court action allowed by this Agreement shall be in the Circuit Court of the 12th Judicial Circuit in and for Lee County, Florida.

9.6 ASSIGNMENT. The Owner and Construction Manager respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Agreement as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Agreement.

9.7 SUBSTANTIAL COMPLETION DEFINED. Substantial Completion shall be defined as provided in Article I of the General Conditions. In the event a temporary certificate of occupancy or completion is issued establishing Substantial Completion, the Construction Manager shall diligently pursue the issuance of a permanent certificate of occupancy or completion.

9.8 PROJECT MEETINGS. During the Construction Phase, there shall be project meetings, at the jobsite or other location acceptable to the parties, on a regularly scheduled basis. The meetings will be attended by a representative of the Construction Manager, Architect/Engineer and Owner. These representatives shall be authorized to make decisions that are not otherwise contrary to the requirements of this Agreement.

9.9 WEATHER. During the Construction Phase, any rainfall, temperatures below 32 degrees Fahrenheit or winds greater than 25 m.p.h. which actually prevents Work on a given day, shall be considered lost time and an additional day added to the Contract Time, provided no work could be done on site, and provided written notice has been submitted to the Owner by the Construction Manager documenting same.

9.10 SHOP DRAWINGS; CRITICAL SUBMITTALS. In consideration of the impact of timely review of submittals and shop drawings on the overall progress of the Work, it is hereby agreed that the Owner shall cause his agents and design professionals to accomplish the review of any particular "critical" submittals and/or shop drawings and return same to the Construction Manager within fourteen (14) days.

9.11 PUNCH LIST. Within 30 days after obtainment of Substantial Completion, the Owner shall generate a "punch list" of all work items requiring remedial attention by the Construction Manager. Within 5 days thereafter the Architect/Engineer shall assign a fair value to the punch list items, which sum shall be deducted from the next scheduled progress payment to the Construction Manager. Upon satisfactory completion of the punch list items, as certified

by the Architect/Engineer, the previously deducted sum shall be paid to the Construction Manager.

9.12 CLOSEOUT DOCUMENTATION. Within 30 days after obtainment of Substantial Completion and before final payment, Construction Manager shall gather and deliver to Owner all warranty documentation, all manufacturer's product and warranty literature, all manuals (including parts and technical manuals), all schematics and handbooks, and all as-built drawings.

9.13 GOVERNING PROVISIONS; CONFLICTS. In the event of a conflict between this Agreement and the Specifications or General Conditions, this Agreement shall prevail. In the event of a conflict between the Specifications and the General Conditions, the Specifications shall govern. In the event of a conflict between any of the foregoing documents and the Construction Manager's proposal, the foregoing documents shall prevail.

9.14 IMMIGRATION COMPLIANCE; E-VERIFY. Construction Manager 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 Construction Manager's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Construction Manager shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Owner. Pursuant to Florida Statutes § 448.095(2), Construction Manager shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Construction Manager's contract with the Owner cannot be renewed unless, at the time of renewal, Construction Manager certifies in writing to the Owner that it has registered with and uses the E-Verify system. If Construction Manager enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Construction Manager shall maintain a copy of such affidavit for the duration of the contract. If Construction Manager 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) Construction Manager shall terminate the contract with the subcontractor. If the Owner develops a good faith belief that Construction Manager 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) Owner 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.

9.15 INDEPENDENT CONTRACTOR. The Construction Manager acknowledges that it is functioning as an independent contractor in performing under the terms of this Agreement, and it is not acting as an employee of the Owner.

9.16 WAIVERS. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

9.17 AUTHORITY. Each of the Owner and Construction Manager represents and warrants to the other its respective authority to enter into this Agreement.

9.18 COVENANT TO DEFEND. Neither the validity of this Agreement nor the validity of any portion hereof may be challenged by any party hereto, and each party hereto hereby waives any right to initiate any such challenge. Furthermore, if this Agreement or any portion hereof is challenged by a third party in any judicial, administrative, or appellate proceeding (each party hereby covenanting with the other party not to initiate, encourage, foster, promote, cooperate with, or acquiesce to such challenge), the parties hereto collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial determination or other resolution, unless all parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating this Agreement or any portion thereof.

9.19 DISCLAIMER OF THIRD-PARTY BENEFICIARIES; SUCCESSORS AND ASSIGNS. This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof. This Agreement shall be binding upon, and its benefits and advantages shall inure to, the successors and assigns of the parties hereto.

9.20 HEADINGS AND CAPTIONS. The headings and captions of articles, sections, and paragraphs used this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

9.21 OWNER DIRECT PURCHASES. As authorized by Florida Statutes § 212.08(6), Florida Administrative Code § 12A-1.094, and Florida Department of Revenue Tax Information Publication 13A01-01, the Owner reserves the right to require the Contractor to assign some or all of its subcontracts or other agreements with material suppliers directly to the Town. This process will be referred to as Owner Direct Purchases (ODP) and is a method that may be utilized to create savings for the Owner. The Owner saves the amount of the sales tax when it purchases material/equipment required for a construction project directly from the manufacturer/supplier (material/equipment cost only), and simultaneously decreases the amount of the contract for the cost of the materials/equipment plus the sales tax. If the Owner elects to

invoke this process, the contract cost reduction will be accomplished through the issuance of a deductive change order.

9.22 LEGAL REFERENCES. All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

9.23 SEVERABILITY. The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid term or provision should not affect the validity of any other term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

9.24 ATTORNEY'S FEES AND COSTS. In any claim dispute procedure or litigation arising from this Agreement, each party hereto shall be solely responsible for paying its attorney's fees and costs regardless of the outcome of any such procedure or litigation, including related appellate and dispute resolution proceedings.

9.25 NOTICES. All notices, comments, consents, objections, approvals, waivers, and elections under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

To the Owner:
David Willems, P.E., Public Works Director
9401 Corkscrew Palms Circle
Estero, FL 33928
willems@estero-fl.gov

To the Construction Manager:
Fred Edman, President
Wright Construction Group, Inc.
5811 Youngquist Rd.
Fort Myers, Florida 33912
Email: fred.edman@wcgfl.com

Notices, comments, consents, objections, approvals, waivers and elections shall be deemed given when received by the party for whom such communication is intended at such address herein specified, or such other physical address or email address as such party may have substituted by notice to the other.

ARTICLE 10
TERMINATION OR SUSPENSION

10.1 TERMINATION PRIOR TO ESTABLISHING GUARANTEED MAXIMUM PRICE.

A. RIGHT OF TERMINATION. Prior to execution by both parties of the GMP Addendum, the Owner may terminate this Agreement at any time without or without cause pursuant to Sections 14.1 and 14.2 of the General Conditions, and the Construction Manager may terminate this Agreement for any of the reasons described in Section 14.6 of the General Conditions.

B. COMPENSATION FOR PRECONSTRUCTION SERVICES. If the Owner or Construction Manager terminates this Contract pursuant to this Section 10.1 prior to commencement of the Construction Phase, the Construction Manager shall be equitably compensated for Preconstruction Services performed prior to receipt of notice of termination; provided, however, that the compensation for such services shall not exceed the compensation set forth in Section 4.1.A.

C. ADDITIONAL COMPENSATION FOR CONSTRUCTION SERVICES. If the Owner or Construction Manager terminates this Agreement pursuant to this Section 10.1 after commencement of the Construction Phase, the Contractor shall, in addition to the compensation provided in Section 10.1.B, be paid an amount calculated as follows:

1. Take the Cost of the Work incurred by the Contractor.

2. Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, of the Construction Manager's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as to Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion.

3. Subtract the aggregate of previous payments made by the Owner on account of the Construction Phase.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.C.1. To the extent that the Owner elects to take legal assignment of Subcontracts and purchase orders (including rental agreements), the Construction Manager shall as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such Subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such Subcontracts or purchase orders.

Subcontracts, purchase orders and rental agreements entered into by the Construction Manager with the Owner's written approval prior to the execution of the GMP Addendum shall contain provisions permitting assignment to the Owner as described above. If the Owner accepts such assignment, the Owner shall reimburse or indemnify the Construction Manager with respect to all costs arising under the Subcontract, purchase order or rental agreement except those which would not have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner elects not to accept the assignment of any Subcontract, purchase order or rental agreement which would have constituted a Cost of the Work had this Agreement not been terminated, the Construction Manager shall terminate such Subcontract, purchase order or rental agreement and the Owner shall pay the Construction Manager the costs necessarily incurred by the Construction Manager by reason of such termination.

10.2 TERMINATION SUBSEQUENT TO ESTABLISHING GUARANTEED MAXIMUM PRICE. Subsequent to execution by both parties of the GMP Addendum, the Agreement may be terminated as provided in Article 14 of the General Conditions.

A. LIMITATION ON PAYMENT; TERMINATION BY OWNER. In the event of such termination by the Owner, the amount payable to the Construction Manager pursuant to Section 14.2 of the General Conditions shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Sections 10.1.B and 10.1.C of this Agreement.

B. LIMITATION ON PAYMENT; TERMINATION BY CONSTRUCTION MANAGER. In the event of such termination by the Construction Manager, the amount to be paid to the Construction Manager under Section 14.6 of the General Conditions shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Sections 10.1.B and 10.1.C above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, including a reasonable estimate of the Cost of the Work for Work not actually completed.

10.3 SUSPENSION. The Work may be suspended by the Owner as provided in Section 14.3 of the General Conditions. In such case, the term "Contract Sum" in that Section shall be understood to mean Cost of the Work.

WHEREFORE, the Parties hereto have entered into this Agreement as of the Effective Date.

Wright Construction Group, Inc.

By: _____
Fred Edman, President

VILLAGE OF ESTERO,
a Florida municipal corporation

By: _____
Steve Sarkozy, Village Manager

GUARANTEED MAXIMUM PRICE (GMP) ADDENDUM
to
AGREEMENT
for
CONSTRUCTION MANAGEMENT AT RISK SERVICES

THIS GUARANTEED MAXIMUM PRICE (GMP) ADDENDUM TO THE AGREEMENT FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES ("GMP Addendum") is made and entered into this ___ day of _____, 2024 (the "Effective Date"), by and between the Village of Estero, a Florida municipal corporation, referred to herein as "Owner", and the firm of Wright Construction Group, Inc., a Florida corporation, referred to herein as "Construction Manager."

WHEREAS, Owner and Construction Manager entered into the Agreement for Construction Management at Risk Services (the "Agreement") under which Construction Manager is providing the professional construction management services requisite to the implementation of the construction of the infrastructure improvements related to the Village Entertainment Hub project (as further defined in the Agreement as the "Project"); and

WHEREAS, the Agreement provides that prior to commencement of the Construction Phase, Construction Manager and Owner must agree upon a Guaranteed Maximum Price (GMP) for the construction of the Project, to be established and memorialized in an addendum supplementing the Agreement; and

WHEREAS, the Project has been designed and permitted to a point sufficient that Construction Manager and Owner have agreed upon a GMP, as set forth herein.

NOW THEREFORE, Owner and Construction Manager, in consideration of the mutual covenants hereinafter set forth, and the mutual covenants set forth in the Agreement, the sufficiency of which is hereby acknowledged, agree as follows:

1. Establishment of GMP. Pursuant to Article 5 of the Agreement, the Owner and Construction Manager establish a GMP and Contract Time for the Work as set forth below. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Contract Documents and in the General Conditions.

2. GMP; Contract Documents. The Construction Manager's GMP for the Work, including the estimated Cost of the Work ($_____) and the Construction Manager's Fee (_____), is a total of _____ dollars ($_____). This price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Addendum and marked Exhibits A through J, as follows:

(a) Exhibit A. Project Plans and Specifications, addenda and General, Supplementary and other Conditions of the Agreement on which the GMP is based, pages _____ through _____, dated _____;

(b) Exhibit B. Allowance items, pages _____ through _____ , dated _____;

(c) Exhibit C. Assumptions and Clarifications made in preparing the GMP, pages _____ through _____, dated _____;

(d) Exhibit D. Project Schedule, pages _____ through _____, dated _____;

(e) Exhibit E. Alternate Prices, pages _____ through _____, dated _____; and

(f) Exhibit F. Unit Prices, pages _____ through _____, dated _____.

(g) Exhibit G. Affidavit of No Conflict;

(h) Exhibit H. Certificate(s) of Insurance;

(i) Exhibit I. Payment and Performance Bond;

(j) Exhibit J. Standard Forms:
1- Application for Payment
2- Certificate of Substantial Completion
3- Final Reconciliation/Warranty/Affidavit
4- Change Order

Additional Contract Documents include the Agreement and attached General Conditions of the Construction Agreement, Addenda issued prior to execution of the Agreement, the Request for Proposal, the Construction Manager's proposal, permits, notice of intent to award, Notice to Proceed, purchase order(s), written amendments, Change Order(s), Work Directive Change(s) and Field Directive(s). No other documents shall be considered Contract Documents. In case of conflict, the earliest listed document shall prevail over later listed documents.

3. Contract Time; Liquidated Damages. The Construction Manager shall achieve Substantial Completion of the entire Work within _____ (__) days of receipt of the Notice to Proceed. Time is of the essence in the Contract Documents and all obligations thereunder. If the Construction Manager fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Construction Manager, as liquidated damages and not as a penalty, the sum of $_____ per calendar day, commencing on the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion.

Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Construction Manager under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Construction Manager shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

4. Effect of GMP. This Addendum shall constitute the GMP Addendum for purpose of satisfying the requirements of Article 5 of the Agreement, and shall supplement and amend the Agreement such that all references to the GMP shall be construed to refer to the GMP set forth herein, as such GMP may be adjusted pursuant to the terms of the Agreement. All terms of the Agreement, as supplemented hereby, shall remain in full force and effect.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this GMP Addendum to be duly executed by their authorized representatives:

Wright Construction Group, Inc.

By: _____
Fred Edman, President

VILLAGE OF ESTERO,
a Florida municipal corporation

By: _____
Steve Sarkozy, Village Manager

Scope of Service

Pre-GMP (Pre-construction GMP Development Phase 1 "Demo, Clear, & Fill"

1. **Progress Meetings**
   a. Bi-weekly
      i. 3 months (6 meetings virtually or in person)

2. **Project Plan Review (Constructability/ RFI / Cost Efficiency Options)**
   a. 60% / Permit Design Set (includes updated budget)

3. **Utility Coordination**
   a. Utility Owner Meetings
   b. Develop Utility Work Schedule
   c. Establish Utility Schedule and Required Submittals

4. **Develop Site Utilization Plan**
   a. Ingress and Egress Plan / Access for Third Party Developers
   b. Staging Plan

5. **Bid Scope Development**
   a. Develop Bid Packages
   b. Develop Subcontractor Pre-qualification Criteria.
   c. Schedule Development

6. **Bid Advertisement**
   a. Public Advertisement
   b. WCG Database Advertisement
   c. Q&A Coordination and Addendum Submission
   d. Pre-bid (Coordinate Location of Pre-bid with Village of Estero)

7. **GMP Development**
   a. Accept Bids / Review and Qualify Proposals
   b. Prepare GMP and recommendations for Village of Estero Review
   c. Meet with City for Final Review and GMP Submission

WRIGHT CONSTRUCTION GROUP

5811 Youngquist Rd, Fort Myers, FL 33912 | wcgfl.com | 239.481.5000
1404 Dean St, Ste 201, Fort Myers, FL 33901 | 660 Charlotte St, Ste 8, Punta Gorda, FL 33950

Scope of Service

Pre-GMP (Pre-construction GMP Development Phase 2 "Balance of Work"

8. **Progress Meetings**
    a. Bi-weekly
        i. 3 months (6 meetings virtually or in person)

9. **Project Plan Review (Constructability/ RFI / Cost Efficiency Options)**
    a. 90% / Design Set Page turn meeting

10. **Bid Scope Development**
    a. Develop Bid Packages
    b. Develop Subcontractor Pre-qualification Criteria.
    c. Schedule Development

11. **Final Plan, Permit and Specification Review 100%**

12. **Bid Advertisement**
    a. Public Advertisement
    b. WCG Database Advertisement
    c. Q&A Coordination and Addendum Submission
    d. Pre-bid (Coordinate Location of Pre-bid with Village of Estero)

13. **GMP Development**
    a. Accept Bids / Review and Qualify Proposals
    b. Prepare GMP and recommendations for Village of Estero Review
    c. Meet with City for Final Review and GMP Submission

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Scope of Service

Pre-GMP (Pre-construction GMP Development Phase 1 "Early Work"

1.	**Progress Meetings**	**$2,006.00**
2.	**Project Plan Review (60% Constructability/ RFI / Cost Efficiency)**	**$11,642.00**
3.	**Utility Coordination**	**$22,000.00**
4.	**Develop Site Utilization Plan**	**$3,828.00**
5.	**Bid Scope Development**	**$7,656.00**
6.	**Bid Advertisement**	**$4,087.00**
7.	**GMP Development**	**$6,527.00**

Scope of Service

Pre-GMP (Pre-construction GMP Development Phase 2 "Balance of Work"

8.	**Progress Meetings**	**$2,006.00**
9.	**Project Plan Review (90% Constructability/ RFI / Cost Efficiency Options)**	**$3,880.00**
10.	**Bid Scope Development**	**$10,331.00**
11.	**Final Plan, Permit and Specification Review 100%**	**$1,885.00**
12.	**Bid Advertisement**	**$4,087.00**
13.	**GMP Development**	**$6,527.00**

Total Pre-GMP Phase 1 and 2 **$86,462.00**

WRIGHT
CONSTRUCTION GROUP

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1404 Dean St, Ste 201, Fort Myers, FL 33901 | 660 Charlotte St, Ste 8, Punta Gorda, FL 33950

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
December 6, 2023

Agenda Item:

River Oaks Preserve Preliminary Design Contract

Motion to approve award of Supplemental Task Authorization 02 to Contract EC 2022-35 to Kimley Horn to provide preliminary design services for the River Oaks Preserve for $97,900.

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

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

Background:

The Village of Estero purchased the approximately 10.0 ac of property at the eastern end of Broadway Ave. East in 2022. The property is currently known as River Oaks Preserve. The property is currently used and maintained by the Native Plant Society.

The Village of Estero has requested State funding to improve the River Oaks Preserve property by adding trails, a pedestrian bridge over the Estero River, a garage, restrooms, and extending water, sewer, and reclaimed water to the property.

Description:

Village Staff is proposing to hire Kimley Horn to prepare a preliminary design for the River Oaks Preserve property. The Kimley Horn Project Manager has previously worked with the Village on several project including the Parks and Open Space Master Plan as well as park concepts for the Estero High School property.

The final design, permitting and construction of the proposed improvements will require future approvals by Village Council.

Action Requested:

Motion to approve award of Supplemental Task Authorization 02 to Contract EC 2022-35 to Kimley Horn to provide preliminary design services for the River Oaks Preserve for $97,900.

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

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

Process and Timeline:

The Village's consultant is expected to provide preliminary site plans within 13 weeks of the contract notice to proceed. Those plans will be presented to Village Council for review and input. The consultant will then finalize the project plan.

Financial Impact:

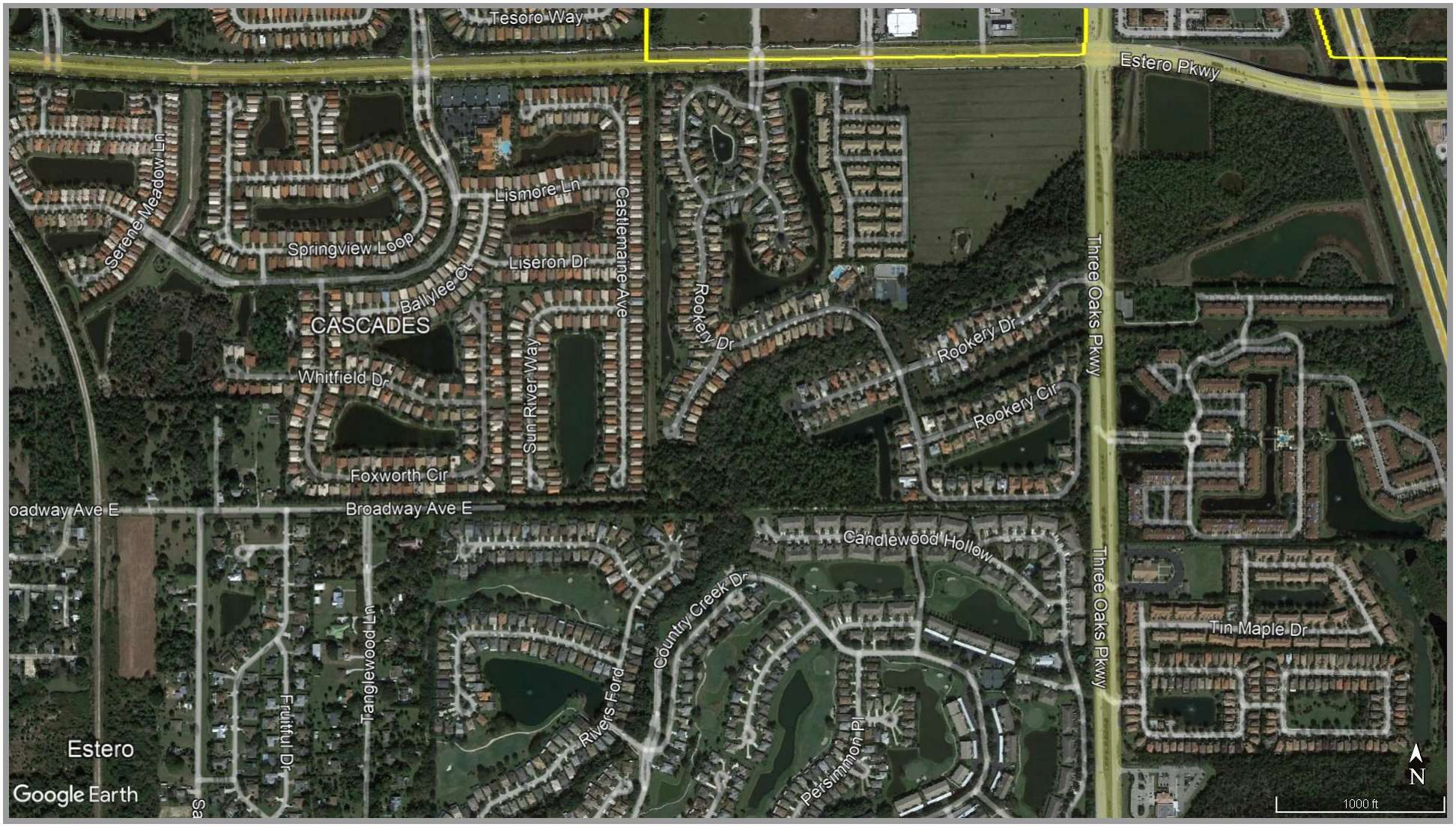
The project's financial impact is $107,900 ($97,900 plus $10,000 contingency).

The Village of Estero Fiscal Year 2023-2024 budget does not include funding specifically for the River Oaks Preserve Project. Funding for this project will be provided through unallocated general funds.

Prepared by: David Willems, P.E.

Attachments:

1. Location Map
2. Contract EC 2022-32 STA -02
3. Ownership Disclosure Form


Tesoro Way
Estero Pkwy
Serene Meadow Ln
Springview Loop
Lismore Ln
Liseron Dr
Castlemaine Ave
Ballylee Ct
CASCADES
Whitfield Dr
Sun River Way
Rookery Dr
Rookery Dr
Rookery Cir
Three Oaks Pkwy
Foxworth Cir
oadway Ave E
Broadway Ave E
Candlewood Hollow
Country Creek Dr
Three Oaks Pkwy
Tin Maple Dr
Tanglewood Ln
Fruitful Dr
Rivers Ford
Persimmon Pl
Estero
Google Earth
N
1000 ft

Misc. Professional Services

EC 2022-32

STA No. 02

Project Name: River Oaks Preserve Preliminary Design

Consultant: Kimley Horn & Associates

Elisabeth Manley elisabeth.manley@kimley-horn.com

Village of Estero Contract No.: 2022-32

Village of Estero Account Number:

Brief Description: Prepare preliminary design for improvements to the River Oaks Preserve property.

Total Fees: $97,900

The Consultant shall perform the services outlined in the attached Exhibit A – Scope of Services and Fees, under the terms and conditions outlined in the above referenced Village of Estero Contract No. EC 2022 .

Consultant: Kimley Horn & Associates

By:

Name:

Title:

Date:

Village of Estero

By:

Name: Steve Sarkozy

Title: Village Manager

Date:

Attachments:
Exhibit A – Scope of Services and fees

Kimley»Horn

INDIVIDUAL PROJECT ORDER

This Individual Project Order describes a specific agreement between Kimley-Horn and Associates, Inc. ("Kimley-Horn"), and the Village of Estero (the "Client") pursuant to the Master Agreement for Continuing Professional Services dated June 1, 2022, which is incorporated herein by reference.

Identification of Project:

Project:	River Oaks Preserve Preliminary Design
Project Manager:	C. Elisabeth Manley, PLA
Date:	December 1, 2023

Project Understanding

The Village of Estero wishes to add improvements to their existing River Oaks Preserve site, an approximately 10-acre site located at 9514 Broadway Avenue East, Estero (tax parcel no's 27-46-25-E2-U2064.2496, 27-46-25-E2-U2064.2491, and 27-46-25-E2-U2064.2494, zoned 'Agriculture'). The site is undeveloped, primarily wooded, and includes a portion of the Estero River. The site also includes wetland areas associated with the river's edge, and gopher tortoise have been observed on the site. The local Native Plant Society has an existing nursery on site that will remain. Proposed improvements include trails, a pedestrian bridge over the Estero River, a small parking area, an entry gate, a combination restroom/pavilion/barn/storage building, utility extension of the existing reclaimed line to serve irrigation for the existing garden/nursery, and utility extension of the existing water and sewer to the proposed building. The project has a construction budget of $2.5 million. The Village has a survey for the site that can be utilized for the below due diligence and planning services. Subconsultants to Kimley-Horn for the below scope includes MHK Architecture for architectural design.

The following scope assumes below regarding the proposed restroom/pavilion/barn/storage building:

- The below architectural program is met within one building that is approximately 5,000SF total.
- The building will be custom build versus prefabricated. It will have power and lighting but will be unconditioned.
- It will include enclosed and unconditioned restrooms and assumes including no more than three women's water closets and the corresponding required male fixtures for the men's restroom.
- It will include enclosed and non-conditioned storage.
- And it will include an open-air covered area that can be utilized as a picnic pavilion.

Specific Scope of Basic Services

<u>Task 1 – Due Diligence Environmental Consulting Services</u>

Kimley-Horn will provide professional environmental consulting services in support of due diligence efforts on the subject parcel related to listed wildlife species and jurisdictional wetlands and surface waters.

A. Visit the site for the purpose of performing a preliminary listed species evaluation survey including GPS location of potentially occupied gopher tortoise burrows.

B. Delineate the boundaries of onsite wetlands in accordance with Chapter 62-340 Florida

Administrative Code. This scope does not include agency verification or the processing of a formal Jurisdictional Determination application with the state.

C. Prepare maps and exhibits depicting the approximate limits of wetlands and surface waters and habitats onsite in accordance with the Florida Land Use, Cover, and Forms Classification System (FLUCCS), and any listed species nests or burrows located within the project area.

D. Prepare a report summarizing above findings.

Task 2 – Schematic Design

A. Receive the survey from the Client in AutoCAD format.

B. Coordinate with the local utility provider to receive utility maps of existing utilities adjacent to the site.

C. Research the Village's Land Development Code to determine applicable site, utility, and architectural design standards.

D. Following completion of Task 1, above, coordinate an on-site kick off meeting with the Client to review findings of Task 1, analyze existing conditions, discuss proposed project goals and program, and review project issues. Following this meeting and on the same day, conduct one on-site meeting with stakeholders as determined and invited by the Client, including the Native Plant Society. This stakeholder meeting is assumed as a small group meeting consisting of 10-15 people at most.

E. Prepare a draft schematic package that includes one draft schematic site plan; one draft schematic building floor plan and front elevation for the combination restroom/pavilion/barn/storage building; comparable images of proposed improvements; and an order of magnitude construction cost estimate for site development per the plans. Plans will be drawn to scale, lightly rendered, and labeled.

F. Participate in up to three (3) virtual meetings with the Client to discuss the draft schematic package and gain input. Discuss and include phasing as needed.

G. Revise the draft schematic plan up to three (3) times based on input from the above meetings. Update images and the estimate in each round of revisions as well.

H. Prepare a presentation and present to Village Council in person up to two (2) times. Update information between the first and second presentation.

I. Make one final revision based on final Council input and Client confirmation of input. Update the site plan, floorplan and elevation, comparable images, and estimate. Include phasing lines if applicable. Include a brief narrative summarizing the above process and listing general considerations for future design and implementation.

Additional Services If Required

Services not specifically listed in the scope of services above are not included but can be provided as additional services if authorized by the Client. Compensation for additional services will be agreed to prior to their performance. Additional services we can provide include, but are not limited to, the following:

1. Additional survey
2. Detailed design or engineering
3. Preparation of technical, construction, or permitting documents
4. Bidding and construction phase services
5. Arboriculture services or tree surveying or inventory services
6. LEED or other sustainability rating calculations
7. Additional visits, meetings, or presentations
8. Preparation of 3-D or perspective images of proposed design

Schedule:
Kimley-Horn will provide the Scope of Services as expeditiously as practicable with the goal of meeting a mutually agreeable schedule. The following timeframes are anticipated for submittals:

Task 1 – Due Diligence Environmental Consulting Services ..... within 6 weeks of notice to proceed

Task 2 – Schematic Design

- Kick off Meeting ..... within 3 weeks of completion of Task 1
- Draft schematic package ..... 4 weeks following the kickoff meeting
- Three virtual meetings, three rounds of revisions, and two presentations to Council ..... 6 months assumed, since the Client will schedule Council presentations
- Final revision ..... within 3 weeks of final Council presentation and/or final Client input

Fee and Billing

Kimley-Horn will perform the services in Tasks 1 -2 on a labor fee plus expense basis with the maximum labor fee shown below.

Task Description	***Hourly Not To Exceed Fee***
Task 1 – Due Diligence Environmental Consulting Services	$13,700.00
Task 2 – Schematic Design	$77,300.00
Expenses	$6,900.00
Total Fee, Not to Exceed:	***$97,900.00***

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. Expenses also include a ten percent (10%) markup for subconsultant fees.

All permitting, application, and similar project fees will be paid directly by the Client.

Services provided under this IPO will be invoiced monthly. All invoices will include a description of the services provided. Approval from the City shall be required for all invoiced travel expenses and meetings. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Attachments: Rate Schedules

ACCEPTED:

THE VILLAGE OF ESTERO	KIMLEY-HORN AND ASSOCIATES, INC.
BY: _____	BY: _____ Chris Towne, P.E.
TITLE: _____	TITLE: Associate
DATE: _____	DATE: December 1, 2023

K:\GVL_MISC\New Business\Public Sector\Village of Estero\2023-11_River Oaks Preserve\IPO_Village of Estero_River Oaks Preserve 2023-11-28.docx

Kimley»Horn

KIMLEY-HORN AND ASSOCIATES, INC.

HOURLY RATE SCHEDULE

Classification	Rate
Analyst	$155 - $215
Professional	$215 - $280
Senior Professional I	$260 - $360
Senior Professional II	$350 - $380
Senior Technical Support	$170 - $265
Support Staff	$125 - $150
Technical Support	$150 - $180

Effective through December 31, 2023; Subject to adjustment thereafter.

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

kimley-horn.com | 800 SW 2nd Avenue, Suite 100, Gainesville, FL 32601 | 352 374 3274

BR00PRTST.A.000

MHK
ARCHITECTURE

December 1, 2023

CLIENT: C. Elisabeth Manley, PLA
Kimley-Horn
800 SW 2nd Avenue
Suite 100
Gainesville, Florida 32601
352 363 5296
Elisabeth.Manley@kimley-horn.com

ARCHITECT: MHKAP LLC
DBA / MHK ARCHITECTURE
2059 Tamiami Trail East
Naples, Florida 34112

PROPERTY: **ARCHITECTURE AND ENGINEERING SERVICES FOR IMPROVEMENTS TO RIVER OAKS PRESERVE IN THE VILLAGE OF ESTERO, FLORIDA**

Dear Ms. Manley

MHK ARCHITECTURE is pleased to submit this proposal for Architectural and Engineering Services for Improvements to River Oaks Preserve in The Village of Estero, Florida.

COMPENSATION METHOD / FEE STRUCTURE:
MHK ARCHITECTURE proposes to provide the above outlined scope of services on an hourly basis per the hourly rate schedule below: Fees.

HOURLY RATES:
MHK PRINCIPAL / OWNER ..... $ 225 / HOUR
MHK DIRECTOR ..... $ 200 / HOUR
MHK SENIOR ARCHITECT ..... $ 185 / HOUR
MHK SENIOR ARCHITECTURAL ASSOCIATE ..... $ 185 / HOUR
MHK ARCHITECTURAL ASSOCIATE ..... $ 165 / HOUR
MHK ASSISTANT ARCHITECTURAL ASSOCIATE ..... $ 150 / HOUR
MHK ADMINISTRATION..... $ 90 / HOUR
STRUCTURAL OR MEP ENGINEER.....DIRECT REIMBURSABLE EXPENSE PLUS 15%

2059 Tamiami Trail East
Naples, FL 34112
239.331.7092
mhkarchitecture.com

CN No.: CN 2023-01

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: EC 2022-32 STA 02

Project Name: River Oaks Preserve Preliminary Design

Please check as appropriate:

_____	I am the sole proprietor/owner. The company is not publicly held.
X	The company is not publicly held. The names and addresses of the owners having a greater than 5% interest is attached.
_____	The company is publicly held. The names and addresses of the owners having a greater than 5% interest is attached.

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

Signed: _____
Vendor

Printed Name: Chris Towne, PE - Associate

Company Name: Kimley-Horn and Associates, Inc.

Date: December 1, 2023

CN No.: CN 2023-01

NAMES & ADDRESSES OF OWNERS

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

No shareholder of Kimley-Horn owns more than 5% interest.

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
December 6, 2023

Agenda Item:

Review of Framework for Cooperation between Village and the Estero Forever Foundation

Description:

The Estero Forever Foundation (EFF) became incorporated on July 9th 2019. Its Articles of Incorporation and most recent bylaws provide that its purpose is "to mobilize financial resources by encouraging and facilitating generosity in order to fund projects that develop and improve the community of Estero."

On July 22nd 2022, the Village initially agreed to authorize the EFF to operate the Village-owned golf driving range located at 9000 Williams Road, with the EFF benefitting from funds derived from the driving range operations. This approval also contemplated the development of a more formal framework for cooperation between the Village and the EFF.

As the EFF and the Village look to the future of their cooperative relationship, the administrative heads of both parties worked together to develop a more formal Framework of Cooperation. That Framework, which is the subject of this workshop item, has been developed and is attached.

Prior to placing the Framework on the Council's agenda for approval, the Village staff wish to allow Council the opportunity to review its terms and hear from EFF's leadership as to how the relationship will continue to progress and evolve so as to best serve the needs of the Estero community through strong public-private collaboration.

Financial Impact:

No new financial impact is created by adoption of the Framework.

Prepared by: Robert Eschenfelder, Village Attorney

Attachment:

Framework of Cooperation Between the Village of Estero and the Estero Forever Foundation

DRAFT

FRAMEWORK OF COOPERATION BETWEEN THE VILLAGE OF ESTERO AND THE ESTERO FOREVER FOUNDATION

THIS FRAMEWORK OF COOPERATION is agreed to between the Parties this 3rd day of January, 2023 (the "Effective Date") by and between the Village of Estero, a Florida municipal corporation (hereinafter referred to as the "Village") located at 9401 Corkscrew Palms Circle, Estero, FL 33928, and the Estero Forever Foundation, Inc., a Florida not for profit corporation, FEIN: 84-2466890 (hereinafter referred to as the "Foundation"), located at 20791 Three Oaks Parkway, Unit 763, Estero, FL 33929.

WHEREAS, the Foundation's purpose is to mobilize financial resources by encouraging and facilitating generosity in order to fund projects that develop and improve the community of Estero; and

WHEREAS, the Village and the Foundation have coordinated on several projects in recent years, seeking to leverage each other's strengths to provide community-enhancing opportunities for the Village and its residents; and

WHEREAS, the Village wishes to better collaborate with the Foundation regarding the Foundation's core mission of fundraising and the provision of community-enhancing grants.

NOW, THEREFORE, the Parties hereto establish this framework of cooperation as follows:

1. The Village is authorized to provide the Foundation financial contributions from revenue received as a result of the Foundation's operation of the Village-owned driving range located at 9000 Williams Road, Estero.

2. The Village recognizes that the Foundation contributes substantial time, talent, and effort to provide services to the Village and the Community of Estero. The Village supports the efforts of the Foundation to develop programs, services, and legacy funding for future generations. The Parties agree that since the primary purpose of the Foundation is to solicit funds to administer, the Foundation shall periodically solicit grant applications from legally-eligible non-profit organizations. However, the Parties also agree that the Foundation maintains a significant community volunteer base, and so it will also perform and fund its own community projects.

3. Within three months of the Effective Date, the Foundation shall develop programs and recruit board/volunteer/community talent to allow the Foundation to effectively solicit non-Village-derived funds, with the goal that the Foundation will eventually become not primarily reliant on Village-derived funding. Within that same period, the Foundation shall establish a formal written grant solicitation and application process to allow non-profit community organizations to request grants from the Foundation.

4. While the Village and Foundation may subsequently enter into formal agreements related to other services and programs, all contributions received by the Foundation from the

Village will be initially segregated from other Foundation funds.

5. No less than 95% of the Foundation's revenues shall be used to benefit the Estero community. The Foundation agrees that Village-derived funds shall be used pursuant to the following conditions:

   a. Up to 5% of any Village-derived funds may be used for administrative expenses including accounting, insurance, communications, website development, and marketing efforts.

   b. In addition to the expenses set forth in subsection (a) above, the actual cost of any audit required by the Village in this Framework may be paid for from Village-derived funds.

   c. Village-related project and service expenses.

   d. Contributions or grants to 501(c)(3) organizations or to the Village for programs benefitting the Estero community.

   e. Awarding community grants and other requests for distribution.

6. Notwithstanding any other approval procedures established by the Foundation board, for so long as the Foundation utilizes Village-derived funds for its grants and awards, the Foundation shall, prior to making such grants and awards, submit the supporting grant or award application, and the draft award notice, to the Village and the Village Council must vote to approve each such award prior to the Foundation completing the award.

7. In addition, for grants or awards to be paid from non-Village-derived funds, the Foundation will advise the Village and the Village shall have reasonable opportunity to express any objection to such proposed grant or award. If the Foundation proceeds in light of a Village objection, this Framework shall terminate and all Village-derived funds, then in possession of the Foundation shall revert to and be payable to the Village.

8. Grants will be awarded pursuant to a written grant agreement clearly setting forth what the awardee will be using the funds to do, and that the awardee's work or program will enhance the quality of life of Village of Estero residents through the provision of or development of charitable, recreational, cultural, horticultural, artistic or educational programs.

9. Priority for the award of grants funded by Village-derived funds should be toward awards to small start-up non-profit organizations located within the Village of Estero.

10. The Foundation shall maintain records, accounts, and property/personnel records in accord with generally accepted accounting principles, as deemed necessary by Village to assure proper accounting of funds and compliance with the provisions of this Framework.

11. The Foundation shall provide the Village all information, records and contracts as requested by Village for monitoring and evaluating Foundation's performance. The information shall be made available to Village for audit, inspection or copying during normal business hours and as often as Village may deem necessary. Village shall have the right to obtain and inspect any audit pertaining to the performance of this Framework made or conducted by any local, state or federal agency. The Foundation shall retain all its records and supporting documents related to this Framework in accordance with all applicable laws, rules and regulations. In the absence of any more restrictive requirements in law, such records and supporting documents will be retained by Foundation for at least three (3) years after the termination of this Framework.

12. The Foundation shall obtain and provide the Village a copy of an annual audit of its financial statements. Such review shall be certified by an independent Certified Public Accountant licensed in Florida. For purposes of this paragraph, the term "audit" shall have the same meaning as that given to it in the Generally Accepted Auditing Standards promulgated by the Auditing Standards Board of the American Institute of Certified Public Accountants. The Village's right to request audits shall include the Village's right to audit for compliance with applicable donor contracts and tax regulations, including IRS Reg. §1.507-2 regarding donor-advised funds. Such audit shall be paid for as provided for in § 5(b) above.

13. The Foundation shall acquire insurance against claims of negligence and property damage of at least one million dollars, and, with respect to any projects or events which it may perform or provide on Village property or in partnership with the Village where Village staff or resources are present, the Foundation agrees to have the Village be an additional insured entity and to indemnify the Village up to its policy limits.

14. This Framework may be terminated by either Party at any time by written notice to the other Party by U.S. Mail as follows:

To the Foundation:	To the Village:
Estero Forever Foundation, Inc. Attn: President 20791 Three Oaks Parkway, Unit 763 Estero, FL 33929	Village of Estero Attn: Village Manager 9401 Corkscrew Palms Circle Estero, FL 33928

WHEREFORE, the Parties hereto have executed this Framework of Cooperation as of the Effective Date.

Estero Forever Foundation, Inc.	**Village of Estero**
By: _____	By: _____
John Quin, President	Jon McLain, Mayor

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
December 6, 2023

Agenda Item:

Ben Hill Griffin Parkway Update

Description:

Village Staff will provide an update on the Ben Hill Griffin Parkway Landscaping project.

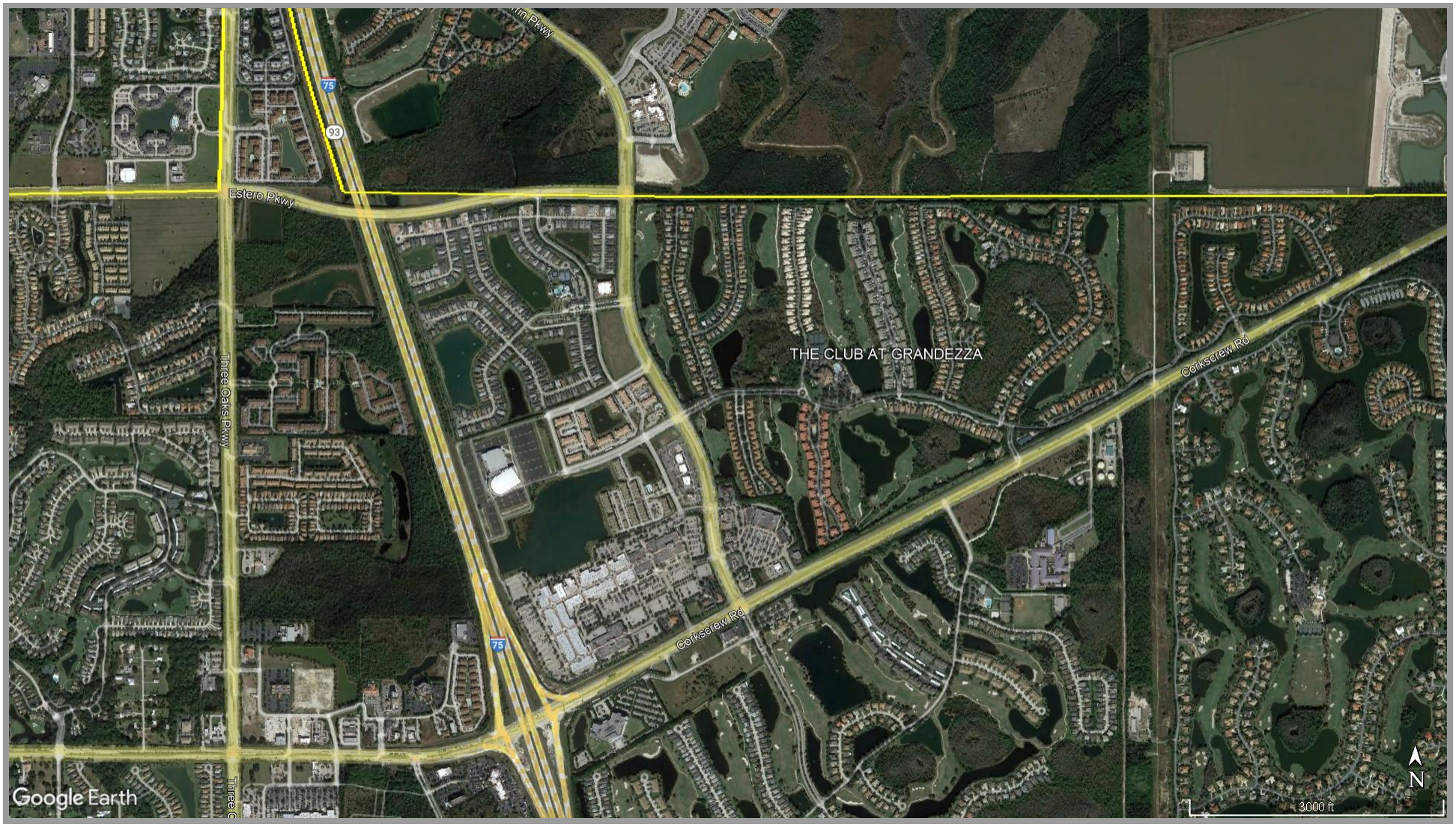
Financial Impact:

There are no additional financial impacts associated with this agenda item.

Prepared by: David Willems, P.E.

Attachments:

1. Location Map
2. Presentation
3. Landscape Plans


Estero Pkwy
Three Oaks Pkwy
THE CLUB AT GRANDEZZA
Corkscrew Rd
Corkscrew Rd
75
93
Google Earth
N
3000 ft

Village of ESTERO

Ben Hill Griffin Parkway Project Update

Slide 1

Village of ESTERO

Location



Slide 2

Village of ESTERO

Project

Landscaping

- Sides:
  - Constrained due to utilities
  - Mostly groundcover and shrubs
- Medians:
  - Shrubs and trees
  - No curb

Sidewalk

- Sidewalk rebuilt in two locations
- Requires easements from Grandezza

Slide 3

Village of ESTERO

Project

Irrigation

- Existing uses wells
- Proposed reclaimed water
  - Located on north side of Corkscrew Road
  - Requires easements from Miromar

Slide 4

Village of ESTERO

Easements

Grandezza

- Agreed to easements in concept
- Working with Lee County on easement language

Miromar

- Preliminary discussion on easements
- Documents will be sent to Miromar Dec/Jan

Slide 5

Village of ESTERO

Design Changes

Median Trees

County will not allow large trees in median due to speed limit and no median curb

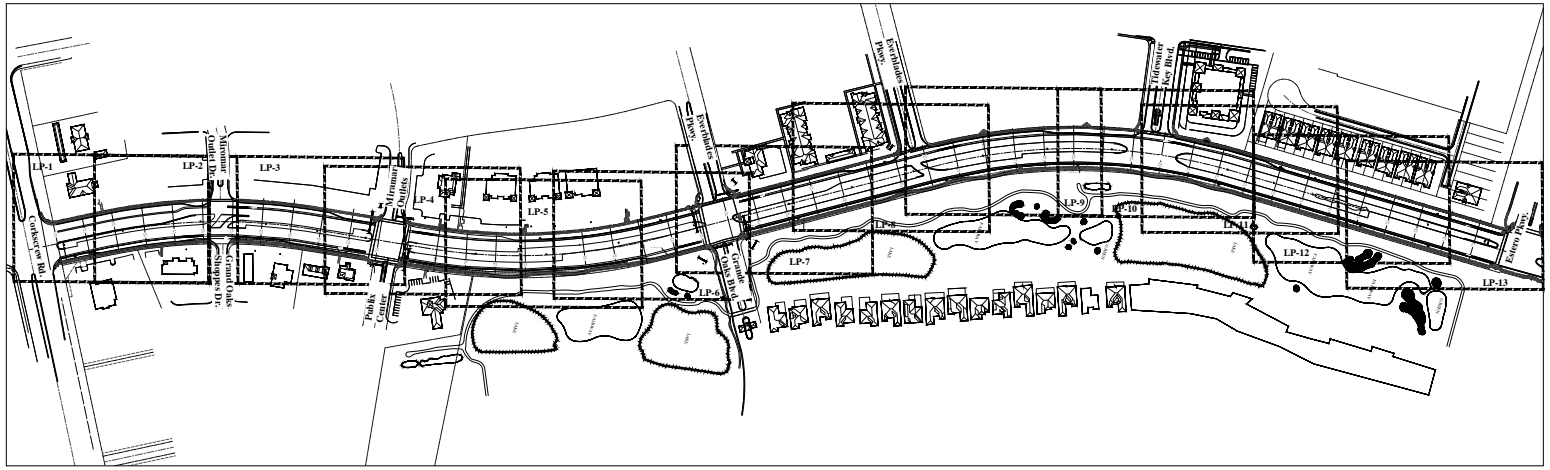
Landscape Architect update plans to include smaller trees – coordinating with Lee County for approval.

Slide 6

Village of ESTERO

QUESTIONS?

Slide 7



LANDSCAPE NOTES

1. All plant material to be Florida No.1 or better per most current version of "Grades and Standards for Nursery Plants, Part I and II," prepared by the State of Florida Department of Agriculture and Consumer Services.
2. All planting beds to be topped with 3" min. mulch "Grade A", unless otherwise noted. Medians will receive Pine Straw while north and south sides of road to receive a shredded bark mulch to help reduce erosion. A three-inch layer, after watering in, of mulch must be placed and maintained around all newly installed trees, shrubs, and ground cover plantings. Each tree must have a ring of mulch no less than 24 inches beyond its trunk in all directions. Red mulch is NOT acceptable. CYPRESS MULCH WILL NOT BE USED. Shredded bark mulch to be a sustainable material (such as Melaleuca or equal).
3. All trees to be staked in good workmanlike manner. No nail staking permitted. (Refer to planting details) Landscape contractor is responsible for removing trees stakes once trees are established.
4. Landscape plan shall be installed in compliance with all local codes. Local codes take precedence over Landscape plan.
5. All tree holes to be back filled around and under root ball with planting soil. All shrub beds to be installed with planing soil (see planting details).
6. Sod shall be as specified in the landscape plan. Solid sod shall be laid with alternative and abutting joints, with 2" top soil minimum if required.
7. All trees and palms are to be guaranteed for one year. All palms to be inoculated for Texas Palm Disease (TPD) from nursery. DO NOT purchase palms from a nursery that has not been actively injecting their palms for TPD. All shrubs and ground covers shall be guaranteed for six months from date of final acceptance.
8. All planting beds shall be free of weeds, grass, litter, and construction debris prior to planting.
9. All trees, palms, shrubs, and groundcover plants shall be fertilized at installation with slow release fertilizer, according to manufacturer's recommendations (submit sample for approval).
10. Landscape contractor shall review all drawings and prepare his own take off and plant list prior to bid cost, and compare to Landscape Architect's plant list. Sizes specified on Landscape plan are deemed to be minimums. Landscape Contractor is responsible for attaining accurate counts of plant materials specified. In the event of discrepancies, Landscape Contractor shall bring to the attention of the Landscape Architect. Plan shall take precedence over plant list. No Exceptions!
11. Landscape Contractor shall locate and verify all underground utility prior to digging. Plantings in Easements: Utility, power, or drainage easements may overlap required buffers; however no required trees or shrubs may be located in any utility, power, or street easement or right-of-way.
12. All trees, except street trees, shall be at minimum the size and dbh as specified on the plant schedule at time of planting.
13. All shrubs must be a minimum of 18" in height at time of planting. When used as a visual screen, buffer, or hedge, shrubs shall be planted at a maximum average spacing of thirty (30) inches on center or if planted at a minimum height of thirty-six (36) inches, shall have a maximum average spacing of forty-eight (48) inches on center and shall be maintained so as to form a continuous, unbroken and solid visual screen within one (1) year after time of planting.
14. All material is subject to availability at time of installation. Substitutions MUST be cleared with Landscape Architect prior to install.
15. All newly planted areas to receive 100% coverage (with 50% overlap) by automatic irrigation system (refer to irrigation plan).
16. All existing plant material to remain shall be protected (see planting details).
17. All trees to be relocated will get root pruned a minimum of 30 days prior to relocation (more if req. by species). Upon relocation, thin out (under LA direction) 25% of tree canopy.
18. After removal/relocation of existing trees and palms, backfill tree pit with planting soil and sod disturbed area (if needed) to bring them to the same level of the surrounding areas.
19. No changes shall be made without the prior consent of the Landscape Architect and Owner.

TREE PROTECTION DURING CONSTRUCTION NOTES

Trees shall be protected during construction activity as determined by the building department through the use of protective barriers in accordance with the Landscape Manual. Trees that are to remain shall be clearly identified with tags. A protected area with a radius of ten feet shall be maintained around trees to remain in accordance with the Landscape Manual, unless a certified arborist otherwise determines in writing that a smaller or larger protected area is acceptable for each tree, or unless existing conditions such as (but not limited to) sidewalks, roads, curbs, fences, railing, etc. that limit the distance a protection barrier can be installed away from the trunk of the tree. If the location of the barrier is less than the desired distance due to existing conditions, then all efforts to strengthen the barrier and highlight its location are to be made so that no harm to the existing tree occurs during construction.

During demolition and/or development or construction, including installation of irrigation systems or any other underground installations, protective barriers shall be placed around each tree and shall remain in order to prevent the destruction or damaging of roots, stems or crowns of such trees. The barriers shall remain in place and intact until approved landscape operations begin; however, barriers may be removed temporarily to accommodate construction needs, provided that the manner and purpose for such temporary removal will not harm the trees. The trees shall be properly irrigated throughout the building process. Trees damaged during construction shall be subject to the provisions of local codes.

TREE MAINTENANCE NOTES

1. Begin maintenance immediately after planting. Maintain all plant material until final acceptance and for a maintenance and warranty period of twelve (12) months after final acceptance.
2. Maintenance shall include but is not limited to pruning, cultivating, mowing, weeding, fertilizing, watering, and application of appropriate pesticides necessary to maintain plants in healthy condition.
   1) Reset settled plants to proper grade and position.
   2) Restore soil berm and mulch layer.
   3) Tighten and repair elastic guys or other supports
   4) Correct defective work.
   5) Remove and replace rejected material within one (1) working day from notification.
   6) Maintain mulch surface weed-free.
3. The contractor is entirely responsible for the irrigation through final acceptance and twelve- (12) month warranty period. Plant material shall receive water in accordance with the water schedule established per Irrigation Notes.

COORDINATION NOTE

- Location of Light Poles and Trees has been coordinated to avoid conflicts.

BE+F6+A1:F48+A1:F50+F6+A1:F48+A1:F52+A1:F50

TREES					
SYMBOL	BOTANICAL NAME	COMMON NAME	NATIVE	SIZE / CALIPER @ INSTALLATION	QTY
Aa	Archontophoenix alexandrae	ALEXANDER PALM		10'c.t., max 4" cal.	15
Cer	Conocarpus erectus (compact variety)	GREEN BUTTONWOOD	YES	14' hgt x 7-8' spr.	7
Ces	Conocarpus erectus sericeus	SILVER BUTTONWOOD		14'x 5' spr., 2.5-3 in.cal.,Fla. Fancy Stan	13
Cb	Cordia boissieri	WHITE GEIGER	YES	10' hgt. x 2" cal.	9
Ic	Ilex cassine "Tanshaw"	DAHOON HOLLY	YES	8'-10'hgt.x 5'-6'spr., standard	3
Mf	Myrcianthes fragrans	SIMPSON'S STOPPER	YES	12'-14'Hgt., 65 gal., Standards	14
Pr	Pimenta racemosa	BAY RUM		12'-14'Hgt., 100 gal., Tree Form Stan	5
Rr	Roystonea regia	CUBAN ROYAL PALM	YES	8'grey wood, 12'c.t.	13
Sp	Sabal palmetto	CABBAGE PALM	YES	2@8'c.t.,14@12'c.t., 7@16'c.t.	23
Sra	Serenoa repens silver	SAW PALMETTO	YES	12@15 gal., 6@25 gal.	18
Tl	Tabebuia ipe	PINK TRUMPET TREE		14'-16'x 8'-10'spr.	9
Tr	Thrinax radiata	FLORIDA THATCH PALM	YES	4'-12'c.t.	41
GROUND COVER					
SYMBOL					
Ag	Arachis glabra "needlepoint"	PERENNIAL PEANUT		1 gal., 15" o.c.	5,120
Erl	Emodia littoralis	GOLDEN CREEPER		1 gal., 15" o.c.	544
Mst	Mimosa strigilosa	POWDERPUFF		1 gal., 15"o.c.	13,050
Pno	Phylla nodiflora	TEXAS FROGFRUIT		1 gal., 15"o.c.	4,840
SHRUBS					
SYMBOL	BOTANICAL NAME	COMMON NAME	NATIVE	SIZE @ INSTALLATION	QTY
Aaf	Agapanthus africanus	AFRICAN LILY		1 gal.	259
Ag	Arachis glabrata "needlepoint"	PERENNIAL PEANUT		1 gal., plant 15"o.c.	4,820
Bs	Bougainvillea 'Silhouette'	DWARF BOUGAINVILLEA		3 gal.	304
Clj	Callistemon "Little John"	LITTLE J BOTTLEBRUSH		3 gal.	653
Ceb	Carissa emerald blanket	EMERALD BLANKET CARISSA		3 gal.	1,760
Ch	Chrysobalanus horizontalis	HORIZONTAL COCOPLUM	YES	3 gal.	1,012
Ci	Chrysobalanus icaco 'Red Tip'	RED TIP COCOPLUM	YES	3 gal.	342
Cgd	Codiaeum variegatum "gold dust"	GOLD DUST CROTON		3 gal.	8
Ca	Crinum americanum	STRING LILY	YES	2'-3'spr. clump	20
Di	Dietes iridioides	AFRICAN IRIS		1 gal.	165
Eg	Evolvulus glomeratus "Blew my mind"	DWARF BLUE DAZE		3 gal.	600
Erl	Emodea littoralis	GOLDEN CREEPER	YES	3 gal.	544
Hp	Hibiscus seminole pink	PINK HIBISCUS		3 gal.	88
Hl	Hymenocallis latifolia	SPIDER LILY		3 gal.	1,332
Jm	Jasminum multiflorum	DOWNY JASMINE		3 gal.	1,011
Mst	Mimosa strigillosa	SUNSHINE MIMOSA	YES	1 gal., plant 15"o.c.	14,325
Muh	Muhlenbergia capillaris	MUHLY GRASS	YES	3 gal.	88
Pla	Plumbago auriculata "Imperial Blue"	BLUE PLUMBAGO		3 gal.	805
Pl	Psychotria ligustrifolia	BAHAMA COFFEE	YES	3 gal.	111
Pno	Phylla nodiflora	FROGFRUIT	YES	1 gal., plant 15"o.c.	5,180
Ri	Rondeletia leucophylla	PANAMA ROSE		3 gal.	242
Sj	Stachytarpheta jamaicensis	BLUE PORTERWEED	YES	3 gal.	1,388
Ta	Trachelospermum asiaticum	ASIAN JASMINE		1 gal 24" o.c.	1,220
Tf	Tripsacum floridanum	1/2-inHATCHEE	YES	1 gal.	1,371
Vorns	Viburnum obovatum "Mrs. Schillers" dwarf	DWARF V/B OBOVATUM		3 gal.	317
Zi	Zamia integrifolia	COONTIE	YES	1-3 gals.	280
EXTRANEOUS MATERIALS					
	Shredded Bark Mulch (north & south sides)	Based on a 3" depth bed		Land Contractor to Verify	as needed
	Pine Straw (in medians)	Based on a 3" depth bed		Land Contractor to Verify	as needed
Saf	St. Augustine "Floriata"			Solid Sod	109,490 sf
	Plexus II in Matallic silver Trash Receptacle	By Landscape Forms		20" diameter and 40" height/ side load	4
	Plexus II in Matallic silver Bench	By Landscape Forms		straight 3 seat, embedded, w/ arms	6
	St. Augustine "Floratam"	Repair grass disturbed by sidewalk construction		Solid Sod	5,110 sq.ft.

BRUCE HOWARD & ASSOCIATES, INC.
Landscape Architects, Site Planners & Innovative Sustainable Designers

PROJECT:
BEN HILL GRIFFIN PKWY
VILLAGE OF ESTERO

DRAWING TITLE:
LANDSCAPE BASE SHEET

NORTH

SCALE: 1" = 20'-0"

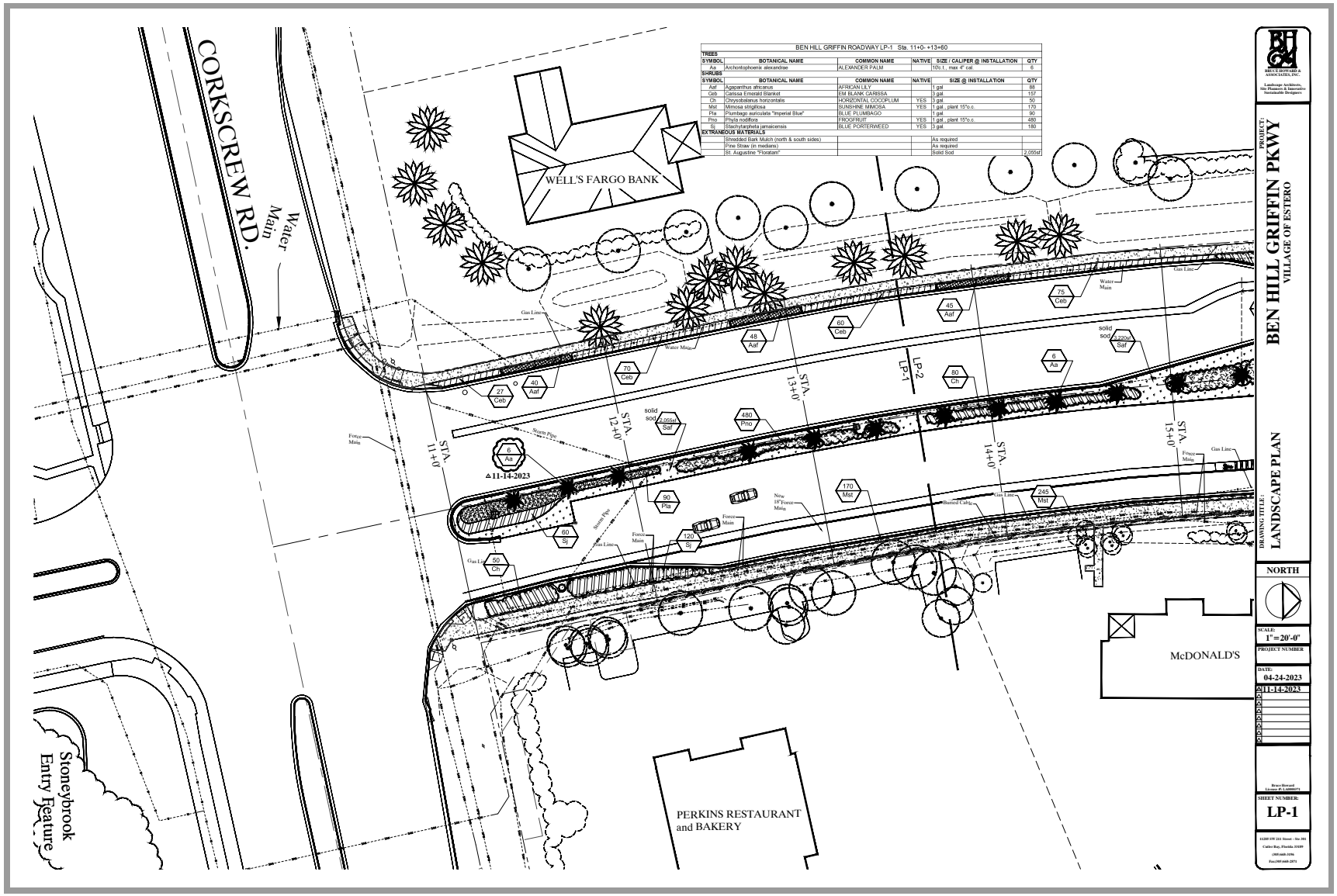
PROJECT NUMBER

DATE: 04-24-2023

11-14-2023

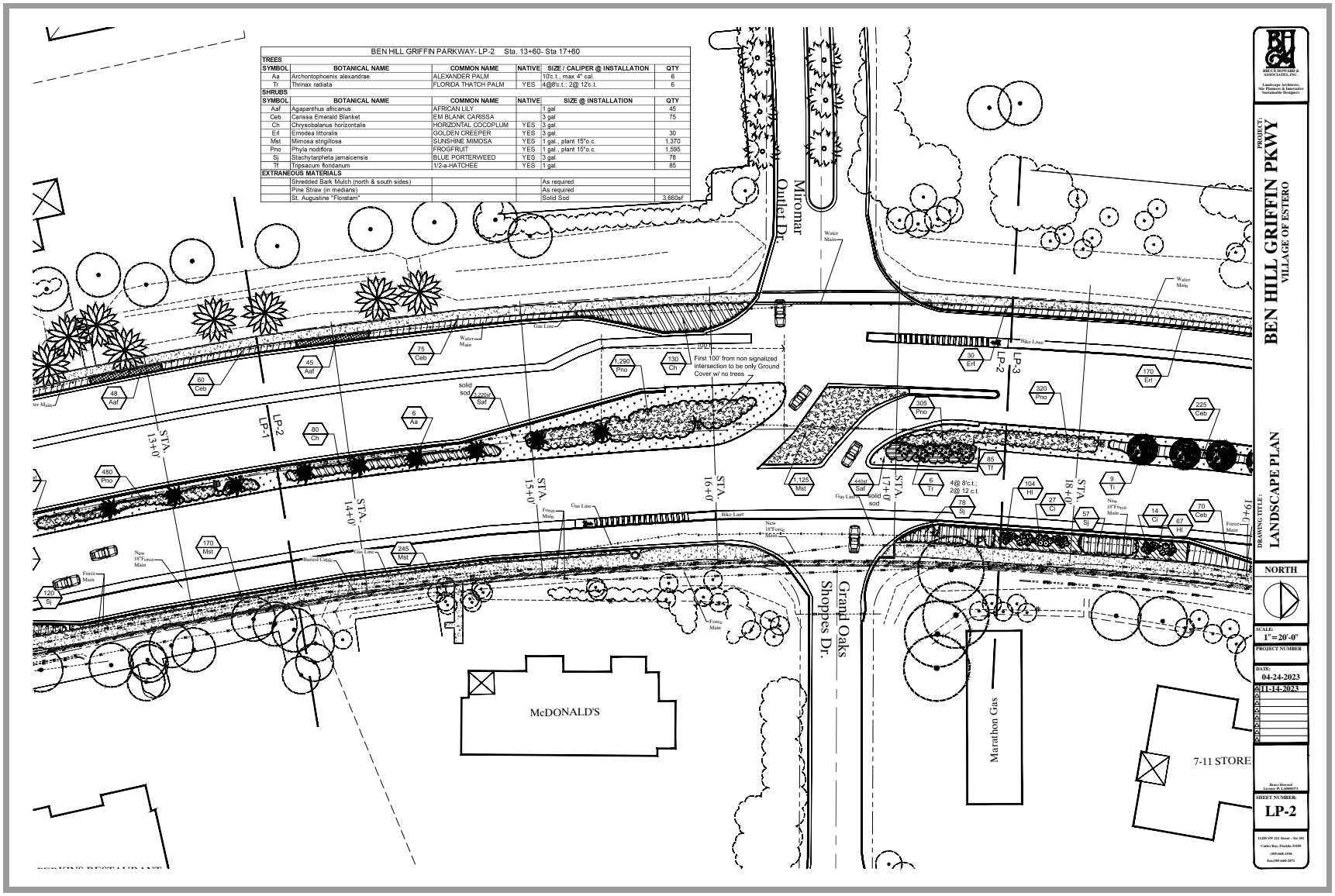
SHEET NUMBER: **LP-0**

11220 SW 216 Street - Ste 201
Cutler Bay, Florida 33189
(305) 668-3556
Fax (305) 668-2071


CORKSCREW RD.
Water Main
WELL'S FARGO BANK
PERKINS RESTAURANT and BAKERY
McDONALD'S
Stoneybrook Entry Feature
STA 11+0'
STA 12+0'
STA 13+0'
STA 14+0'
STA 15+0'
LP-1
LP-2
Force Main
Storm Pipe
Gas Line
Water Main
Buried Cable
New 10" Force Main
solid sod
11-14-2023
BEN HILL GRIFFIN ROADWAY LP-1 Sta. 11+0- +13+60
TREES
SYMBOL | BOTANICAL NAME | COMMON NAME | NATIVE | SIZE / CALIPER @ INSTALLATION | QTY
Aa | Archontophoenix alexandrae | ALEXANDER PALM | | 10'c.t., max 4" cal. | 6
SHRUBS
SYMBOL | BOTANICAL NAME | COMMON NAME | NATIVE | SIZE @ INSTALLATION | QTY
Asf | Agapanthus africanus | AFRICAN LILY | | 1 gal | 86
Ceb | Carissa Emerald Blanket | EM BLANK CARISSA | | 3 gal | 157
Ch | Chrysobalanus horizontalis | HORIZONTAL COCOPLUM | YES | 3 gal | 50
Mst | Mimosa strigillosa | SUNSHINE MIMOSA | YES | 1 gal., plant 15"o.c. | 170
Pla | Plumbago auriculata "Imperial Blue" | BLUE PLUMBAGO | | 1 gal | 90
Pno | Phyla nodiflora | FROGFRUIT | YES | 1 gal., plant 15"o.c. | 480
Si | Stachytarpheta jamaicensis | BLUE PORTERWEED | YES | 3 gal | 180
EXTRANEOUS MATERIALS
Shredded Bark Mulch (north & south sides) | As required
Pine Straw (in medians) | As required
St. Augustine "Floratam" | Solid Sod | 2,055sf
BRUCE HOWARD & ASSOCIATES, INC.
Landscape Architects, Site Planners & Innovative Sustainable Designers
PROJECT:
BEN HILL GRIFFIN PKWY
VILLAGE OF ESTERO
DRAWING TITLE:
LANDSCAPE PLAN
NORTH
SCALE:
1" = 20'-0"
PROJECT NUMBER
DATE:
04-24-2023
11-14-2023
SHEET NUMBER:
LP-1

BEN HILL GRIFFIN PARKWAY- LP-2 Sta. 13+60- Sta 17+60

SYMBOL	BOTANICAL NAME	COMMON NAME	NATIVE	SIZE / CALIPER @ INSTALLATION	QTY
TREES					
Aa	Archontophoenix alexandrae	ALEXANDER PALM		10'c.t., max 4" cal.	6
Tr	Thrinax radiata	FLORIDA THATCH PALM	YES	4@8'c.t.; 2@ 12'c.t.	6
SHRUBS					
SYMBOL	**BOTANICAL NAME**	**COMMON NAME**	**NATIVE**	**SIZE @ INSTALLATION**	**QTY**
Aaf	Agapanthus africanus	AFRICAN LILY		1 gal	45
Ceb	Carissa Emerald Blanket	EM BLANK CARISSA		3 gal	75
Ch	Chrysobalanus horizontalis	HORIZONTAL COCOPLUM	YES	3 gal.	
Erl	Ernodea littoralis	GOLDEN CREEPER	YES	3 gal.	30
Mst	Mimosa strigillosa	SUNSHINE MIMOSA	YES	1 gal., plant 15"o.c.	1,370
Pno	Phyla nodiflora	FROGFRUIT	YES	1 gal., plant 15"o.c.	1,595
Sj	Stachytarpheta jamaicensis	BLUE PORTERWEED	YES	3 gal.	78
Tf	Tripsacum floridanum	1/2-a-HATCHEE	YES	1 gal.	85
EXTRANEOUS MATERIALS					
	Shredded Bark Mulch (north & south sides)			As required	
	Pine Straw (in medians)			As required	
	St. Augustine "Floratam"			Solid Sod	3,660sf



BRUCE HOWARD & ASSOCIATES, INC.
Landscape Architects, Site Planners & Innovative Sustainable Designers

PROJECT:
BEN HILL GRIFFIN PKWY
VILLAGE OF ESTERO

DRAWING TITLE:
LANDSCAPE PLAN

NORTH

SCALE: 1" = 20'-0"

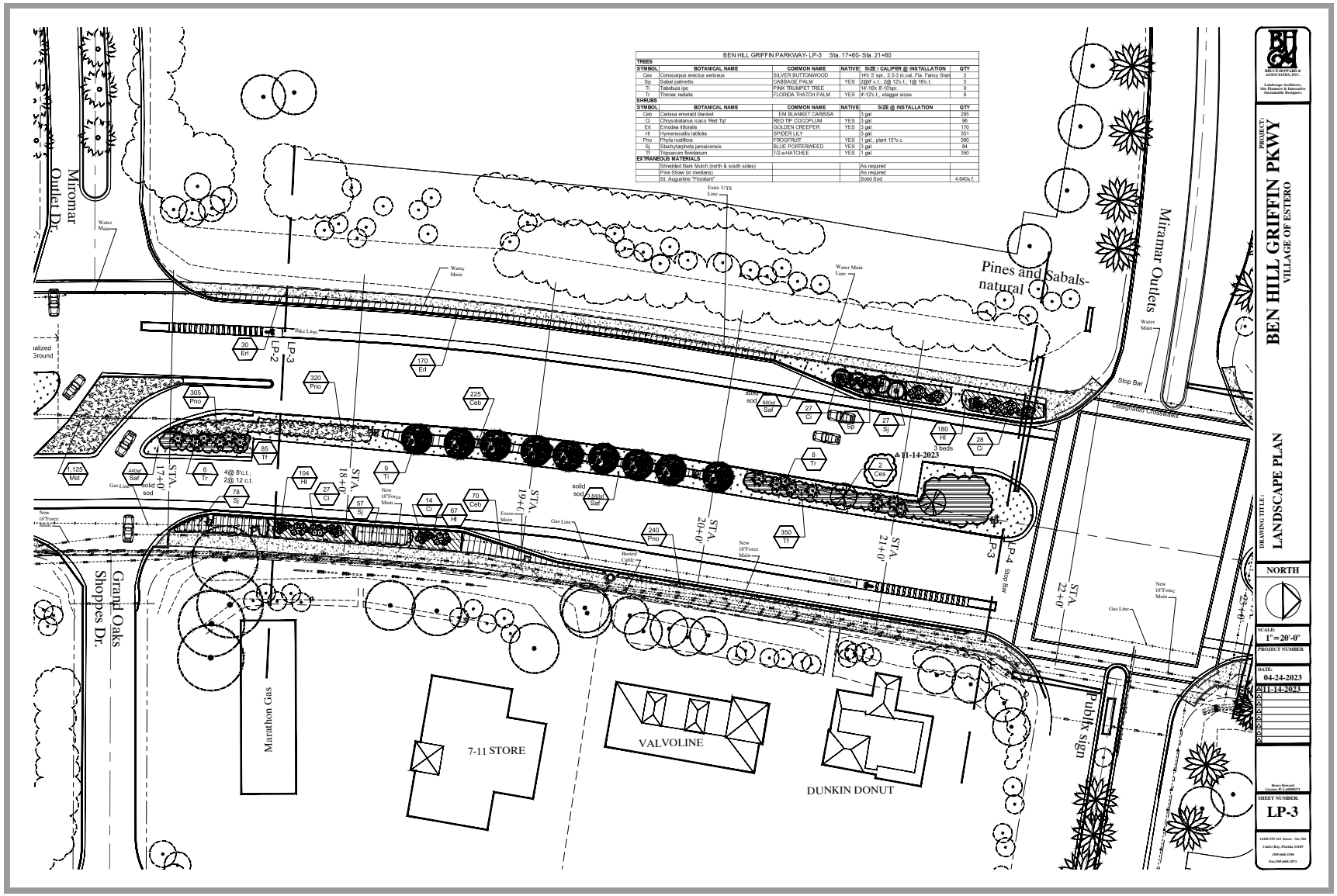
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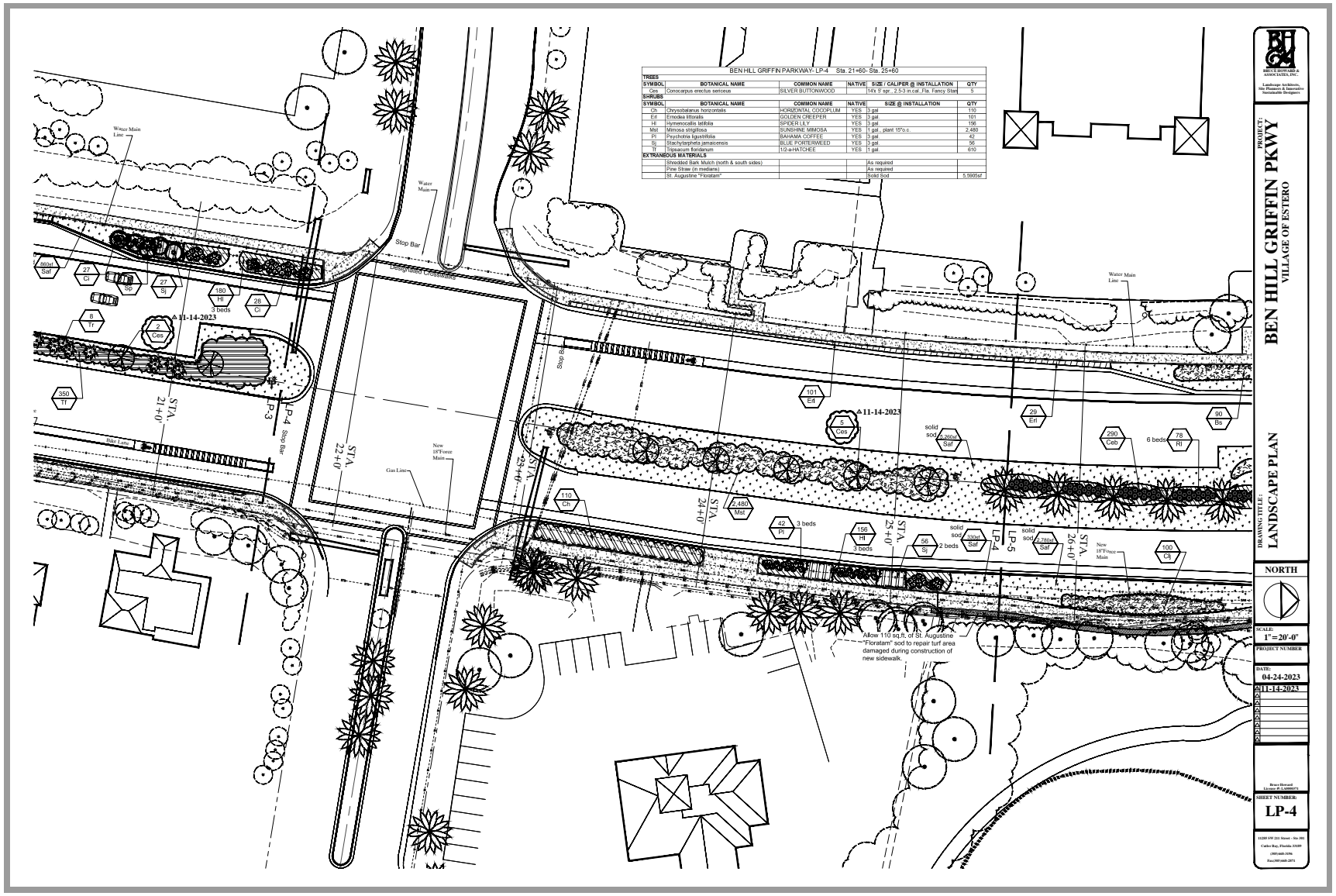
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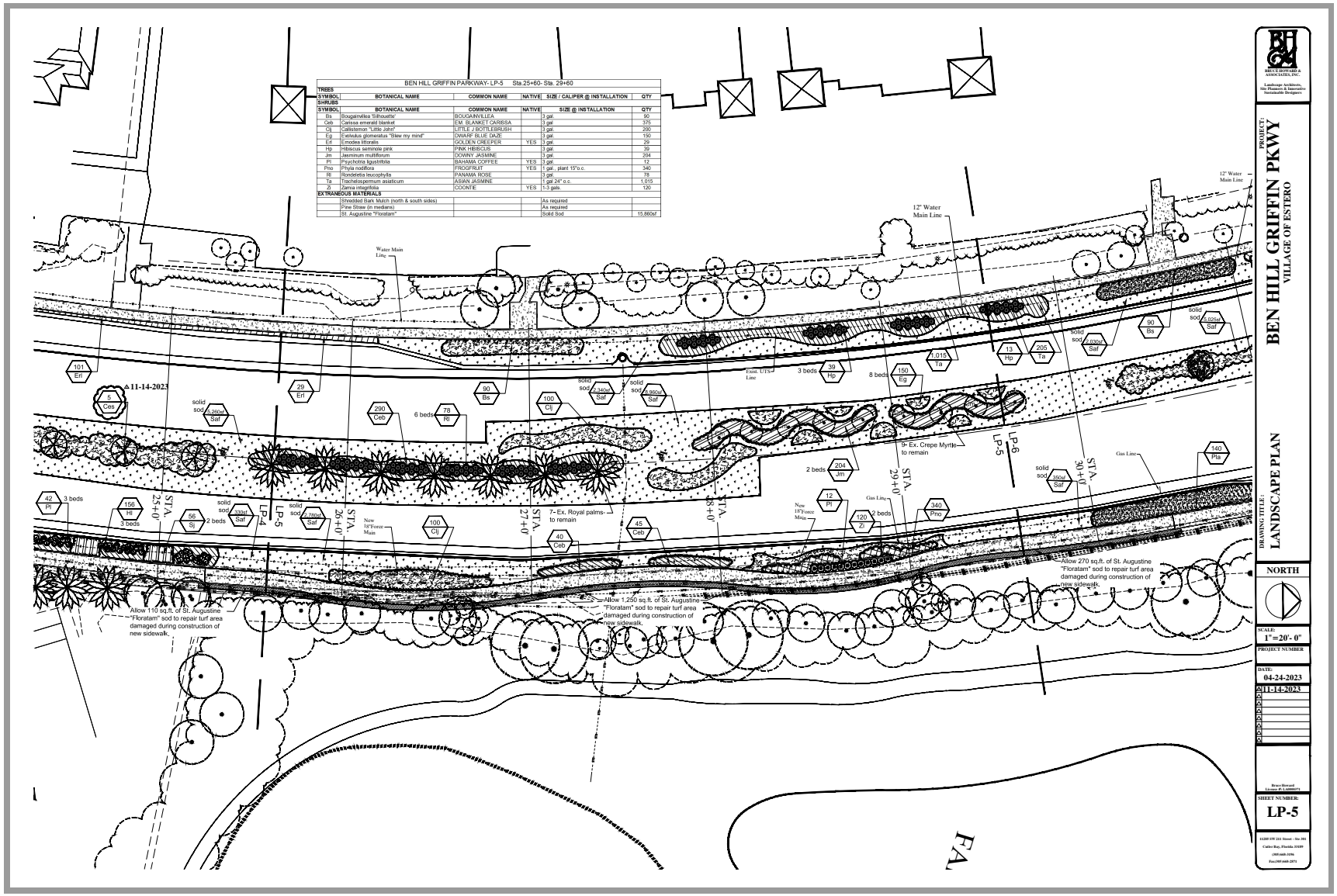
A1 5-14-2023

SHEET NUMBER: **LP-2**

11220 SW 21st Street - Ste 201
Cutler Bay, Florida 33189
(305) 669-3196
Fax (305) 669-2973


BEN HILL GRIFFIN PARKWAY- LP-3 Sta. 17+60- Sta. 21+60
TREES
SYMBOL | BOTANICAL NAME | COMMON NAME | NATIVE | SIZE / CALIPER @ INSTALLATION | QTY
Cea | Conocarpus erectus sericeus | SILVER BUTTONWOOD | | 14'H, 5' spr., 2.5-3 in.cal.,Fla. Fancy Stan | 2
Sp | Sabal palmetto | CABBAGE PALM | YES | 2@8'-c.t.; 2@ 12'c.t.; 1@ 16'c.t. | 5
Ti | Tabebuia ipe | PINK TRUMPET TREE | | 14'-16'x 8'-10'spr. | 9
Tr | Thrinax radiata | FLORIDA THATCH PALM | YES | 4'-12'c.t., stagger sizes | 8
SHRUBS
SYMBOL | BOTANICAL NAME | COMMON NAME | NATIVE | SIZE @ INSTALLATION | QTY
Ceb | Carissa emerald blanket | EM BLANKET CARISSA | | 3 gal | 295
Cl | Chrysobalanus icaco 'Red Tip' | RED TIP COCOPLUM | YES | 3 gal | 96
Erl | Emodea littoralis | GOLDEN CREEPER | YES | 3 gal | 170
Hl | Hymenocallis latifolia | SPIDER LILY | | 3 gal | 351
Pno | Phyla nodiflora | FROGFRUIT | YES | 1 gal., plant 15"o.c. | 560
Sj | Stachytapheta jamaicensis | BLUE PORTERWEED | YES | 3 gal | 84
Ti | Tripsacum floridanum | 1/2-a-HATCHEE | YES | 1 gal | 350
EXTRANEOUS MATERIALS
Shredded Bark Mulch (north & south sides) | As required
Pine Straw (in medians) | As required
St. Augustine "Floratam" | Solid Sod | 4,640s.f.
Miramar Outlet Dr
Miramar Outlets
Grand Oaks Shoppes Dr.
Pines and Sabals- natural
Marathon Gas
7-11 STORE
VALVOLINE
DUNKIN DONUT
Public Sign
Stop Bar
Designated Crosswalks
Bike Lane
Gas Line
Water Main
Force Main
Buried Cable
Exist. UTS Line
LP 2
LP 3
LP 4
STA. 17+0
STA. 18+0
STA. 19+0
STA. 20+0
STA. 21+0
STA. 22+0
STA. 23+0
11-14-2023
BRUCE HOWARD & ASSOCIATES, INC.
Landscape Architects, Site Planners & Innovative Sustainable Designers
PROJECT:
BEN HILL GRIFFIN PKWY
VILLAGE OF ESTERO
DRAWING TITLE:
LANDSCAPE PLAN
NORTH
SCALE: 1" = 20'-0"
PROJECT NUMBER
DATE: 04-24-2023
11-14-2023
SHEET NUMBER:
LP-3


BEN HILL GRIFFIN PARKWAY- LP-4 Sta. 21+60- Sta. 25+60
TREES
SYMBOL | BOTANICAL NAME | COMMON NAME | NATIVE | SIZE / CALIPER @ INSTALLATION | QTY
Cs | Conocarpus erectus sericeus | SILVER BUTTONWOOD | | 14'H 5' spr., 2.5-3 in cal., Fla. Fancy Stan | 5
SHRUBS
SYMBOL | BOTANICAL NAME | COMMON NAME | NATIVE | SIZE @ INSTALLATION | QTY
Ch | Chrysobalanus horizontalis | HORIZONTAL COCOPLUM | YES | 3 gal | 110
Ef | Ernodea littoralis | GOLDEN CREEPER | YES | 3 gal | 101
Hl | Hymenocallis latifolia | SPIDER LILY | YES | 3 gal | 156
Md | Mimosa strigillosa | SUNSHINE MIMOSA | YES | 1 gal., plant 15"o.c. | 2,480
Pi | Psychotria ligustrifolia | BAHAMA COFFEE | YES | 3 gal. | 42
Sj | Stachytarpheta jamaicensis | BLUE PORTERWEED | YES | 3 gal. | 56
Tf | Tripsacum floridanum | 1/2-a-HATCHEE | YES | 1 gal. | 610
EXTRANEOUS MATERIALS
Shredded Bark Mulch (north & south sides) | | | As required
Pine Straw (in medians) | | | As required
St. Augustine "Floratam" | | | Solid Sod | 5,990Sqf
Water Main Line
Stop Bar
Designated Crosswalk
Gas Line
New 18"Force Main
Bike Lane
STA. 21+0
STA. 22+0
STA. 23+0
STA. 24+0
STA. 25+0
STA. 26+0
LP-3
LP-4
LP-5
Δ 11-14-2023
Allow 110 sq.ft. of St. Augustine "Floratam" sod to repair turf area damaged during construction of new sidewalk.
NORTH
SCALE: 1" = 20'-0"
PROJECT NUMBER
DATE: 04-24-2023
Δ 11-14-2023
SHEET NUMBER: LP-4
PROJECT: BEN HILL GRIFFIN PKWY VILLAGE OF ESTERO
DRAWING TITLE: LANDSCAPE PLAN
BRUCE HOWARD & ASSOCIATES, INC.
Landscape Architects, Site Planners & Innovative Sustainable Designers



BEN HILL GRIFFIN PARKWAY- LP-5 Sta.25+60- Sta. 29+60

TREES					
SYMBOL	BOTANICAL NAME	COMMON NAME	NATIVE	SIZE / CALIPER @ INSTALLATION	QTY
SHRUBS					
SYMBOL	BOTANICAL NAME	COMMON NAME	NATIVE	SIZE @ INSTALLATION	QTY
Bs	Bougainvillea 'Silhouette'	BOUGAINVILLEA		3 gal.	90
Ceb	Carissa emerald blanket	EM. BLANKET CARBSA		3 gal.	375
Cli	Callisternon "Little John"	LITTLE J BOTTLEBRUSH		3 gal.	200
Eg	Exkvilus glomeratus "Blew my mind"	DWARF BLUE DAZE		3 gal.	150
Ef	Emodes littoralis	GOLDEN CREEPER	YES	3 gal.	29
Hp	Hibiscus seminole pink	PINK HIBISCUS		3 gal.	39
Jm	Jasminum multiforum	DOWNY JASMINE		3 gal.	204
Pl	Psychotria ligustrifolia	BAHAMA COFFEE	YES	3 gal.	12
Pno	Phyla nodiflora	FROGFRUIT	YES	1 gal., plant 15"o.c.	340
Ri	Rondeletia leucophylla	PANAMA ROSE		3 gal.	78
Ta	Trachelospermum asiaticum	ASIAN JASMINE		1 gal 24" o.c.	1,015
Zi	Zamia integrifolia	COONTIE	YES	1-3 gals.	120
EXTRANEOUS MATERIALS					
	Shredded Bark Mulch (north & south sides)			As required	
	Pine Straw (in medians)			As required	
	St. Augustine "Floratam"			Solid Sod	15,860sf

BRUCE HOWARD & ASSOCIATES, INC.
Landscape Architects, Site Planners & Innovative Sustainable Designers

PROJECT:
BEN HILL GRIFFIN PKWY
VILLAGE OF ESTERO

DRAWING TITLE:
LANDSCAPE PLAN

NORTH

SCALE: 1" = 20'- 0"

PROJECT NUMBER

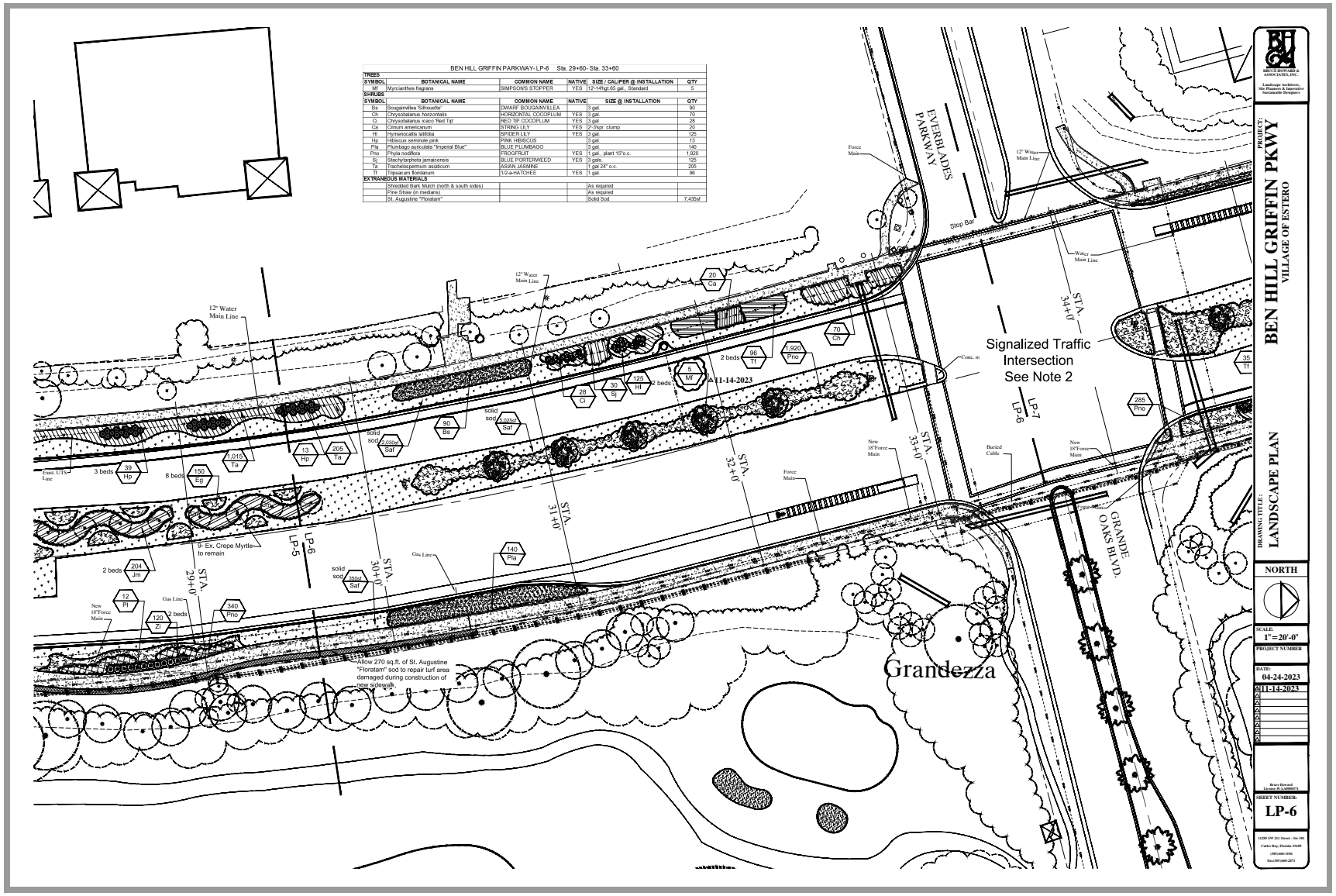
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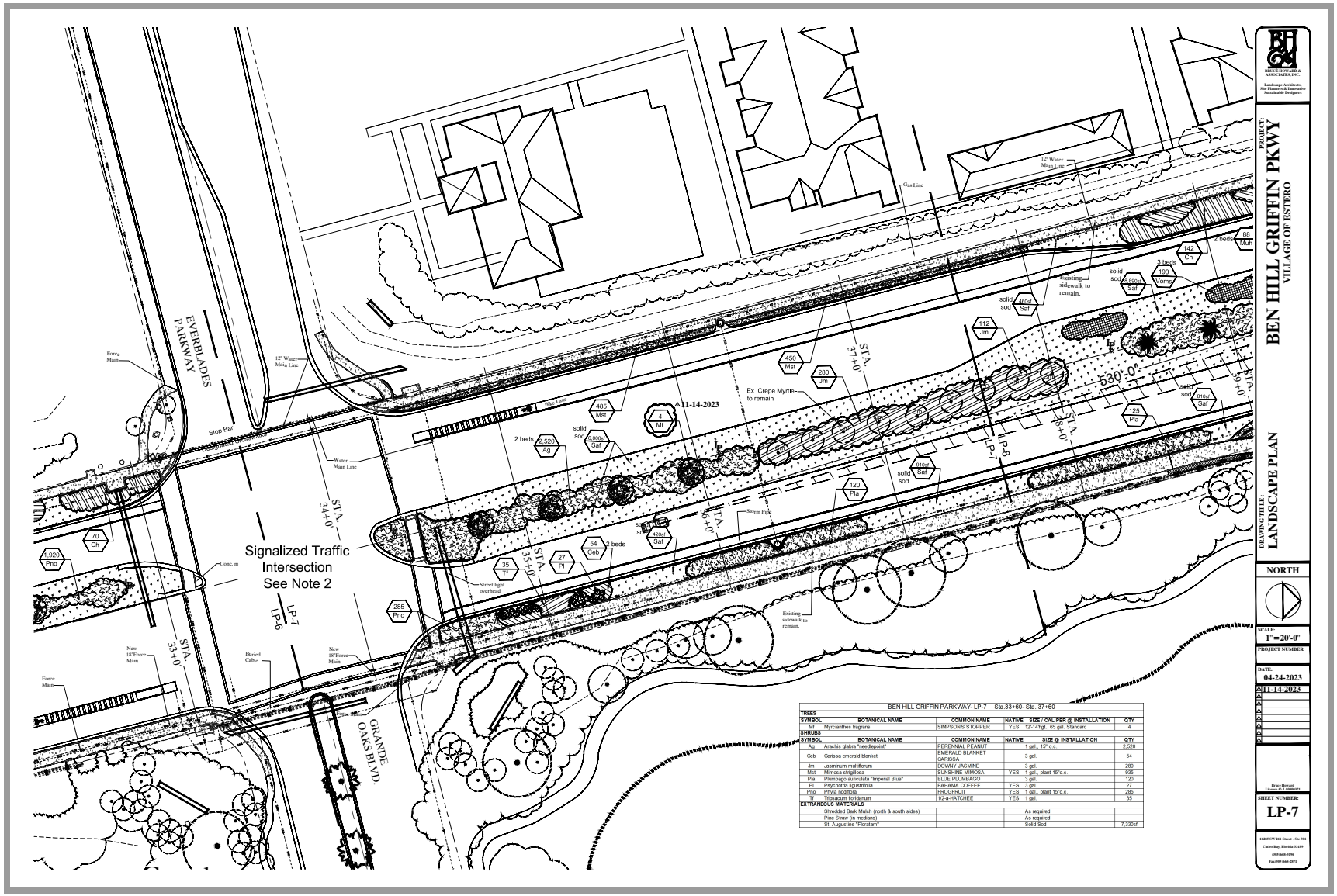
11-14-2023

Bruce Howard License # AR0009071

SHEET NUMBER: **LP-5**

8280 6W 21st Street - Ste 202
Cutler Bay, Florida 33189
(305) 668-3196
Fax (305) 668-2071


BEN HILL GRIFFIN PARKWAY- LP-6 Sta. 29+60- Sta. 33+60
TREES
SYMBOL | BOTANICAL NAME | COMMON NAME | NATIVE | SIZE / CALIPER @ INSTALLATION | QTY
Mf | Myrcianthes fragrans | SIMPSON'S STOPPER | YES | 12'-14'ht,65 gal., Standard | 5
SHRUBS
SYMBOL | BOTANICAL NAME | COMMON NAME | NATIVE | SIZE @ INSTALLATION | QTY
Bs | Bougainvillea 'Silhouette' | DWARF BOUGAINVILLEA | | 3 gal. | 90
Ch | Chrysobalanus horizontalis | HORIZONTAL COCOPLUM | YES | 3 gal. | 70
Cl | Chrysobalanus icaco 'Red Tip' | RED TIP COCOPLUM | YES | 3 gal. | 28
Ca | Crinum americanum | STRING LILY | YES | 2'-3'spr. clump | 20
Hl | Hymenocallis latifolia | SPIDER LILY | YES | 3 gal. | 125
Hp | Hibiscus seminole pink | PINK HIBISCUS | | 3 gal. | 13
Pla | Plumbago auriculata "Imperial Blue" | BLUE PLUMBAGO | | 3 gal. | 140
Pno | Plyala nodiflora | FROGFRUIT | YES | 1 gal., plant 15"o.c. | 1,920
Sj | Stachytarpheta jamaicensis | BLUE PORTERWEED | YES | 3 gals. | 125
Ta | Trachelospermum asiaticum | ASIAN JASMINE | | 1 gal 24" o.c. | 205
Tf | Tripsacum floridanum | 1/2-a-HATCHEE | YES | 1 gal. | 96
EXTRANEOUS MATERIALS
Shredded Bark Mulch (north & south sides) | As required
Pine Straw (in medians) | As required
St. Augustine "Floratam" | Solid Sod | 7,435sf
EVERGLADES PARKWAY
GRANDE OAKS BLVD.
Signalized Traffic Intersection See Note 2
Stop Bar
Grandezza
9- Ex. Crepe Myrtle to remain
Allow 270 sq.ft. of St. Augustine "Floratam" sod to repair turf area damaged during construction of new sidewalk.
Existing Utility Line
Gas Line
New 18"Force Main
Buried Cable
12" Water Main Line
Force Main
STA. 29+0'
STA. 30+0'
STA. 31+0'
STA. 32+0'
STA. 33+0'
STA. 34+0'
LP-5
LP-6
LP-7
11-14-2023
BRUCE HOWARD & ASSOCIATES, INC.
Landscape Architects, Site Planners & Innovative Sustainable Designers
PROJECT:
BEN HILL GRIFFIN PKWY
VILLAGE OF ESTERO
DRAWING TITLE:
LANDSCAPE PLAN
NORTH
SCALE:
1" = 20'-0"
PROJECT NUMBER
DATE:
04-24-2023
11-14-2023
SHEET NUMBER:
LP-6



BEN HILL GRIFFIN PARKWAY- LP-7 Sta.33+60- Sta. 37+60

TREES					
SYMBOL	BOTANICAL NAME	COMMON NAME	NATIVE	SIZE / CALIPER @ INSTALLATION	QTY
Mf	Myrcianthes fragrans	SIMPSON'S STOPPER	YES	12'-14'ht., 6ft gal. Standard	4
SHRUBS					
SYMBOL	BOTANICAL NAME	COMMON NAME	NATIVE	SIZE @ INSTALLATION	QTY
Ag	Arachis glabra "needlepoint"	PERENNIAL PEANUT		1 gal., 15" o.c.	2,520
Ceb	Carissa emerald blanket	EMERALD BLANKET CARISSA		3 gal.	54
Jm	Jasminum multiflorum	DOWNY JASMINE		3 gal.	280
Mst	Mimosa strigillosa	SUNSHINE MIMOSA	YES	1 gal., plant 15"o.c.	935
Pla	Plumbago auriculata "Imperial Blue"	BLUE PLUMBAGO		3 gal.	120
Pl	Psychotria ligustrifolia	BAHAMA COFFEE	YES	3 gal.	27
Pno	Physia nodiflora	PROSPIRUIT	YES	1 gal., plant 15"o.c.	285
Tf	Tripsacum floridanum	1/2-a-HATCHEE	YES	1 gal.	35
EXTRANEOUS MATERIALS					
	Shredded Bark Mulch (north & south sides)			As required	
	Pine Straw (in medians)			As required	
	St. Augustine "Floratam"			Solid Sod	7,330sf

BRUCE HOWARD & ASSOCIATES, INC.
Landscape Architects, Site Planners & Innovative Sustainable Designers

PROJECT:
BEN HILL GRIFFIN PKWY
VILLAGE OF ESTERO

DRAWING TITLE:
LANDSCAPE PLAN

NORTH

SCALE: 1" = 20'-0"

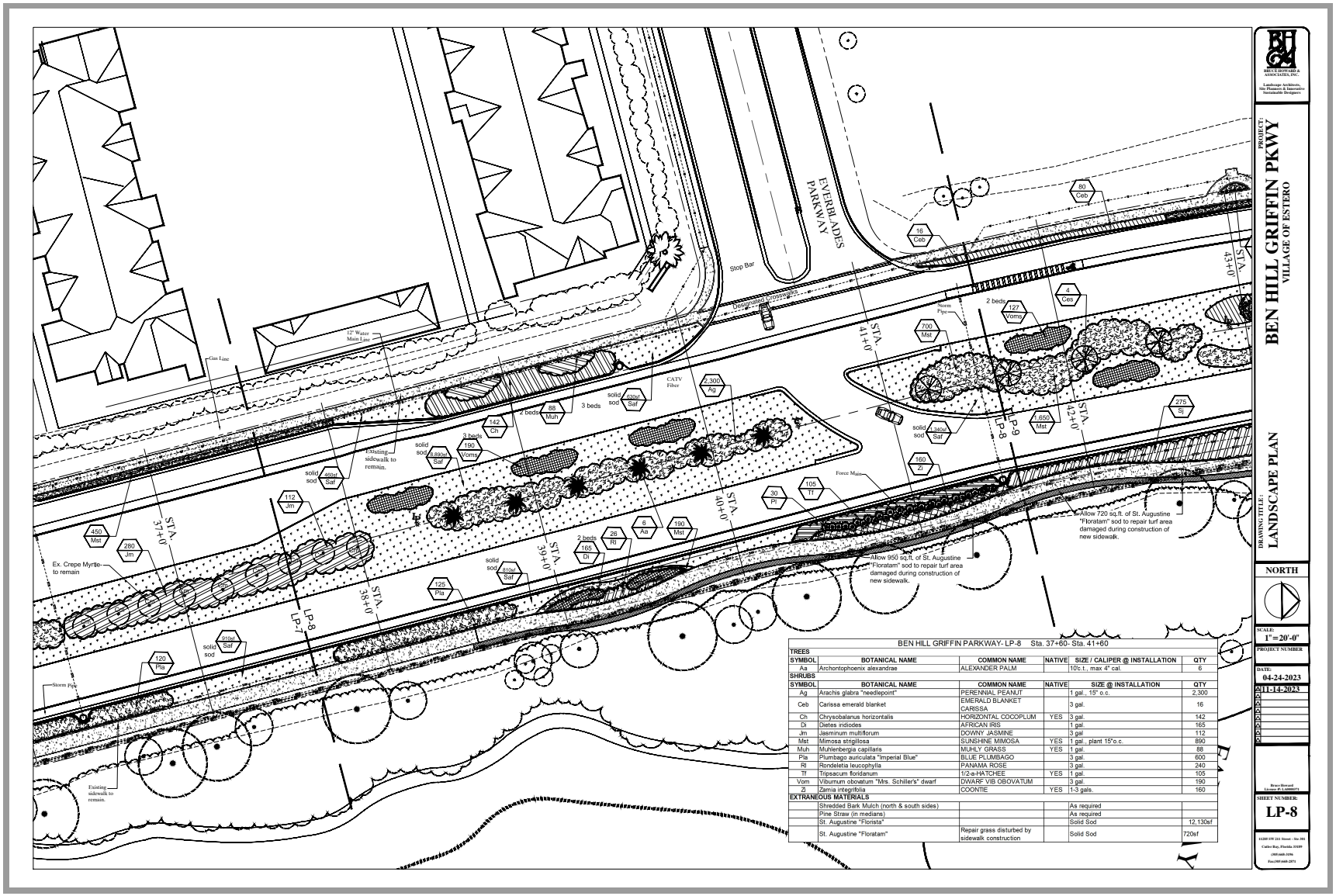
PROJECT NUMBER

DATE: 04-24-2023

11-14-2023

SHEET NUMBER: **LP-7**

8280 4W 21st Street - Ste 201
Cutler Bay, Florida 33189
(305) 669-3196
Fax (305) 669-2973



BEN HILL GRIFFIN PARKWAY- LP-8 Sta. 37+60- Sta. 41+60

SYMBOL	BOTANICAL NAME	COMMON NAME	NATIVE	SIZE / CALIPER @ INSTALLATION	QTY
TREES					
Aa	Archontophoenix alexandrae	ALEXANDER PALM		10'c.t., max 4" cal.	6
SHRUBS					
SYMBOL	BOTANICAL NAME	COMMON NAME	NATIVE	SIZE @ INSTALLATION	QTY
Ag	Arachis glabra "needlepoint"	PERENNIAL PEANUT		1 gal., 15" o.c.	2,300
Ceb	Carissa emerald blanket	EMERALD BLANKET CARISSA		3 gal.	16
Ch	Chrysobalanus horizontalis	HORIZONTAL COCOPLUM	YES	3 gal.	142
Di	Dietes iridiodes	AFRICAN IRIS		1 gal.	165
Jm	Jasminum multiflorum	DOWNY JASMINE		3 gal	112
Mst	Mimosa strigillosa	SUNSHINE MIMOSA	YES	1 gal., plant 15"o.c.	890
Muh	Muhlenbergia capillaris	MUHLY GRASS	YES	1 gal.	88
Pla	Plumbago auriculata "Imperial Blue"	BLUE PLUMBAGO		3 gal.	600
Rl	Rondeletia leucophylla	PANAMA ROSE		3 gal.	240
Tf	Tripsacum floridanum	1/2-a-HATCHEE	YES	1 gal.	105
Vorn	Viburnum obovatum "Mrs. Schiller's" dwarf	DWARF VIB OBOVATUM		3 gal.	190
Zi	Zamia integrifolia	COONTIE	YES	1-3 gals.	160
EXTRANEOUS MATERIALS					
	Shredded Bark Mulch (north & south sides)			As required	
	Pine Straw (in medians)			As required	
	St. Augustine "Floristа"			Solid Sod	12,130sf
	St. Augustine "Floratam"	Repair grass disturbed by sidewalk construction		Solid Sod	720sf

BRUCE HOWARD & ASSOCIATES, INC.
Landscape Architects, Site Planners & Innovative Sustainable Designers

PROJECT:
BEN HILL GRIFFIN PKWY
VILLAGE OF ESTERO

DRAWING TITLE:
LANDSCAPE PLAN

NORTH

SCALE: 1" = 20'-0"

PROJECT NUMBER

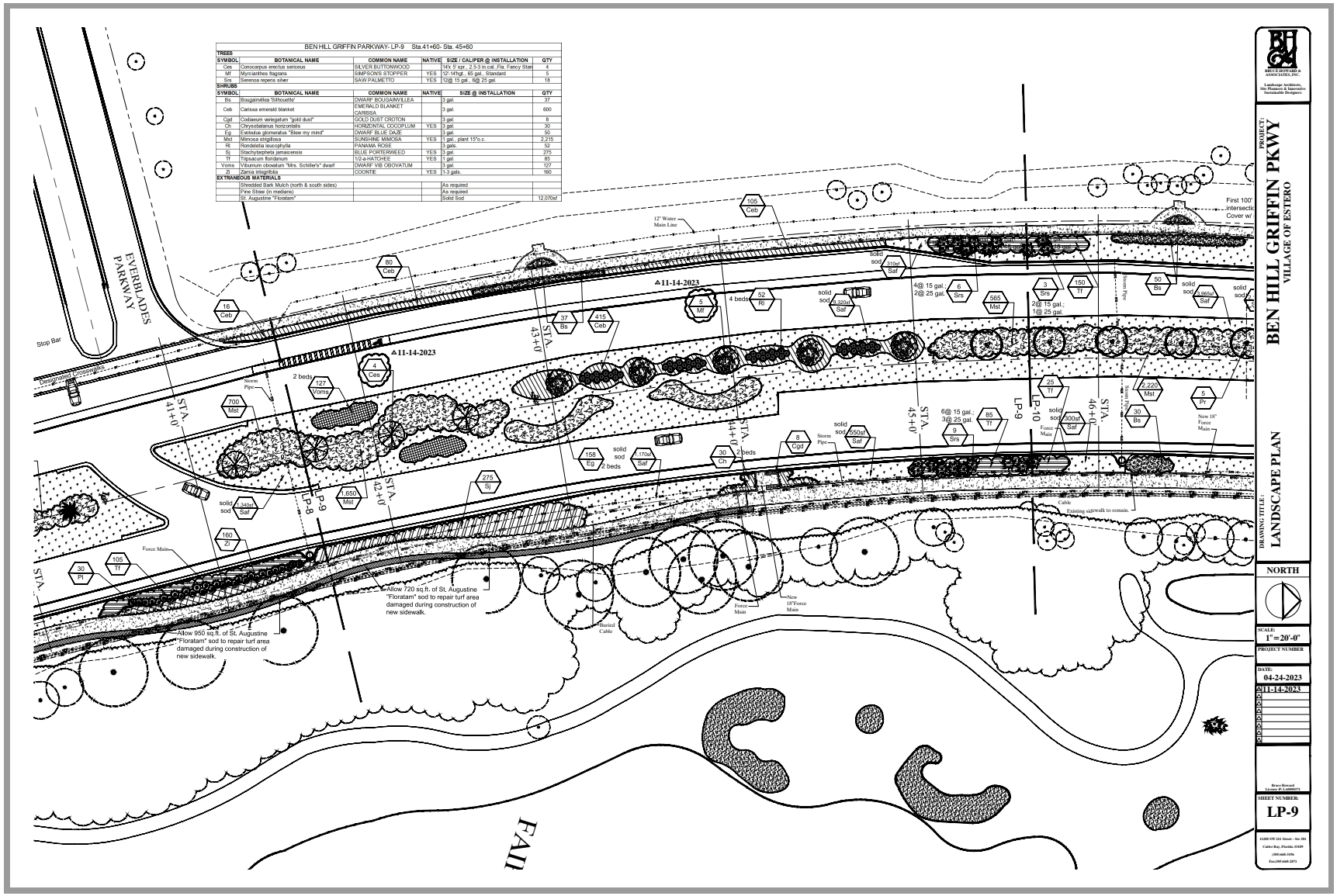
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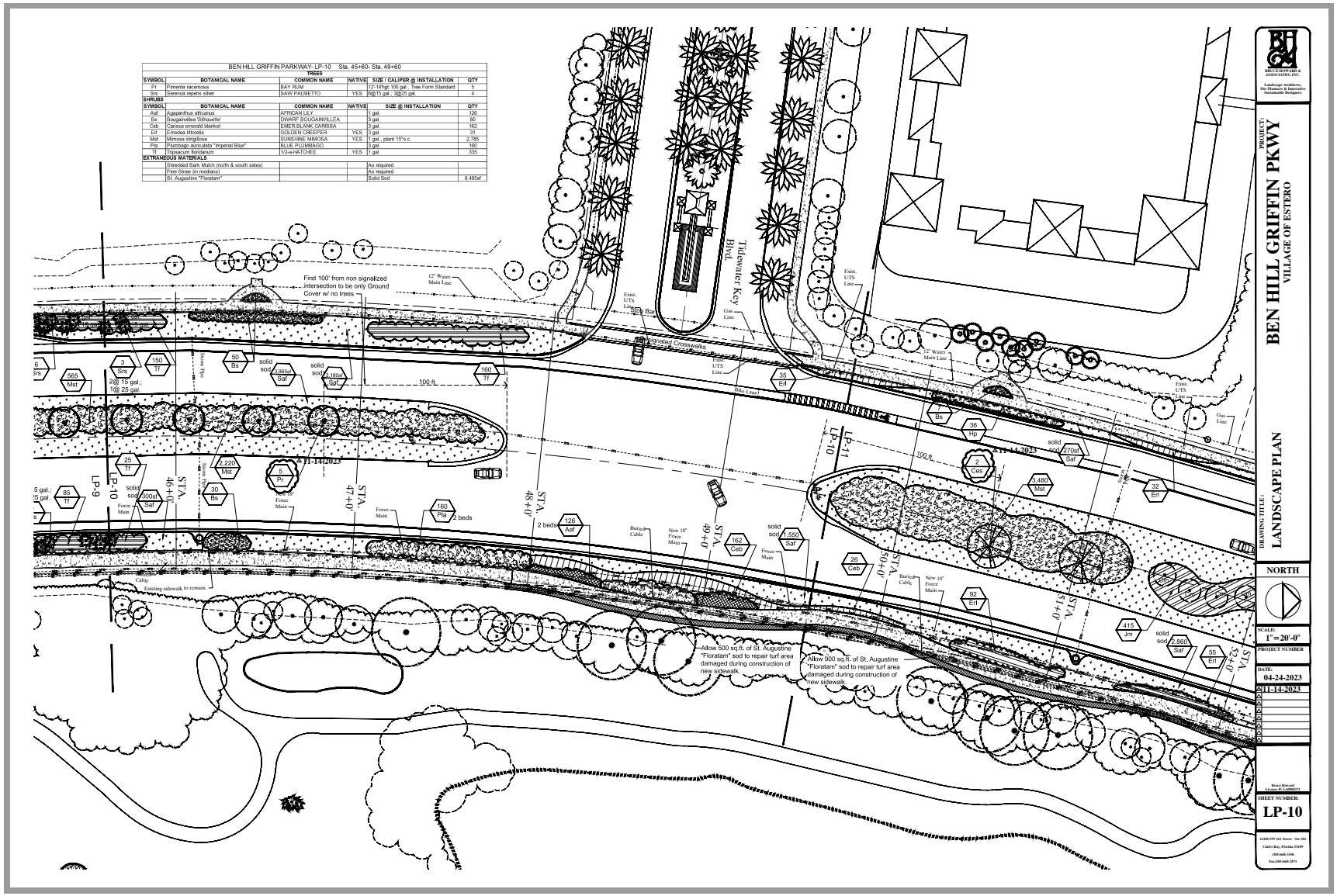
11-14-2023

Bruce Howard License #: LA0000971

SHEET NUMBER:
LP-8

8280 6W 21st Street - Ste 301
Cedar Key, Florida, 32609
(305) 668-3196
Fax (305) 668-2971


BEN HILL GRIFFIN PARKWAY- LP-9 Sta.41+60- Sta. 45+60
TREES
SYMBOL | BOTANICAL NAME | COMMON NAME | NATIVE | SIZE / CALIPER @ INSTALLATION | QTY
Ces | Conocarpus erectus sericeus | SILVER BUTONWOOD | | 16'x 5' spr., 2.5-3 in.cal. Fla. Fancy Stan | 4
Mf | Myrcianthes fragrans | SIMPSON'S STOPPER | YES | 12'-14'spr., 65 gal., Standard | 5
Ssa | Serenoa repens silver | SAW PALMETTO | YES | 12@ 15 gal., 6@ 25 gal. | 18
SHRUBS
SYMBOL | BOTANICAL NAME | COMMON NAME | NATIVE | SIZE @ INSTALLATION | QTY
Bs | Bougainvillea "Silhouette" | DWARF BOUGAINVILLEA | | 3 gal. | 37
Ceb | Carissa emerald blanket | EMERALD BLANKET CARISSA | | 3 gal. | 600
Cgd | Codiaeum variegatum "gold dust" | GOLD DUST CROTON | | 3 gal. | 8
Ch | Chrysobalanus horizontalis | HORIZONTAL COCOPLUM | YES | 3 gal. | 30
Eg | Evolvulus glomeratus "Blew my mind" | DWARF BLUE DAZE | | 3 gal. | 50
Mst | Mimosa strigillosa | SUNSHINE MIMOSA | YES | 1 gal., plant 15"o.c. | 2,215
Ri | Rondeletia leucophylla | PANAMA ROSE | | 3 gals. | 52
Sj | Stachytarpheta jamaicensis | BLUE PORTERWEED | YES | 3 gal. | 275
Tf | Tripsacum floridanum | 1/2-a-HATCHEE | YES | 1 gal. | 85
Vorns | Viburnum obovatum "Mrs. Schiller's" dwarf | DWARF VIB OBOVATUM | | 3 gal. | 127
Zi | Zamia integrifolia | COONTIE | YES | 1-3 gals. | 160
EXTRANEOUS MATERIALS
Shredded Bark Mulch (north & south sides) | As required
Pine Straw (in medians) | As required
St. Augustine "Floratam" | Solid Sod | 12,070sf
EVERBLADES PARKWAY
Stop Bar
Designated Crosswalk
12" Water Main Line
STA. 41+0
STA. 42+0
STA. 43+0
STA. 44+0
STA. 45+0
STA. 46+0
11-14-2023
105 Ceb
80 Ceb
16 Ceb
37 Bs
415 Ceb
5 Mf
52 Ri
4 Ces
2 beds
127 Vorns
700 Mst
158 Eg
2 beds
1,700sf Saf
30 Ch
2 beds
6 Cgd
550sf Saf
340sf Saf
1,650 Mst
278 Sj
160 Zi
30 Pl
105 Tf
solid sod
4@ 15 gal.; 2@ 25 gal.
6 Srs
565 Mst
3 Srs
2@ 15 gal.; 1@ 25 gal.
150 Tf
50 Bs
1,320sf Saf
1,050sf Saf
25 Tf
6@ 15 gal.; 3@ 25 gal.
85 Tf
9 Srs
300sf Saf
2,220 Mst
30 Bs
5 Pr
First 100' intersecti Cover w/
Storm Pipe
Force Main
New 18" Force Main
Buried Cable
Existing sidewalk to remain.
Allow 950 sq.ft. of St. Augustine "Floratam" sod to repair turf area damaged during construction of new sidewalk.
Allow 720 sq.ft. of St. Augustine "Floratam" sod to repair turf area damaged during construction of new sidewalk.
LP-8
LP-9
LP-10
FAU
BRUCE HOWARD & ASSOCIATES, INC.
Landscape Architects, Site Planners & Innovative Sustainable Designers
PROJECT:
BEN HILL GRIFFIN PKWY
VILLAGE OF ESTERO
DRAWING TITLE:
LANDSCAPE PLAN
NORTH
SCALE:
1"=20'-0"
PROJECT NUMBER
DATE:
04-24-2023
11-14-2023
SHEET NUMBER:
LP-9



BEN HILL GRIFFIN PARKWAY- LP-10 Sta. 45+60- Sta. 49+60

TREES

SYMBOL	BOTANICAL NAME	COMMON NAME	NATIVE	SIZE / CALIPER @ INSTALLATION	QTY
Pr	Pimenta racemosa	BAY RUM		12'-14'ht/ 100 gal., Tree Form Standard	5
Sre	Serenoa repens silver	SAW PALMETTO	YES	5@15 gal.; 3@25 gal.	4

SHRUBS

SYMBOL	BOTANICAL NAME	COMMON NAME	NATIVE	SIZE @ INSTALLATION	QTY
Aaf	Agapanthus africanus	AFRICAN LILY		1 gal.	126
Bs	Bougainvillea 'Silhouette'	DWARF BOUGAINVILLEA		3 gal.	80
Ceb	Carissa emerald blanket	EMER BLANK CARISSA		3 gal.	162
Ed	Ernodea littoralis	GOLDEN CREEPER	YES	3 gal.	31
Mst	Mimosa strigillosa	SUNSHINE MIMOSA	YES	1 gal., plant 15"o.c.	2,785
Pla	Plumbago auriculata "Imperial Blue"	BLUE PLUMBAGO		3 gal.	160
Tf	Tripsacum floridanum	1/2-a-HATCHEE	YES	1 gal.	335

EXTRANEOUS MATERIALS

	Shredded Bark Mulch (north & south sides)			As required	
	Pine Straw (in medians)			As required	
	St. Augustine "Floratam"			Solid Sod	8,495sf

BRUCE HOWARD & ASSOCIATES, INC.
Landscape Architects, Site Planners & Innovative Sustainable Designers

PROJECT:
BEN HILL GRIFFIN PKWY
VILLAGE OF ESTERO

DRAWING TITLE:
LANDSCAPE PLAN

NORTH

SCALE: 1" = 20'-0"

PROJECT NUMBER

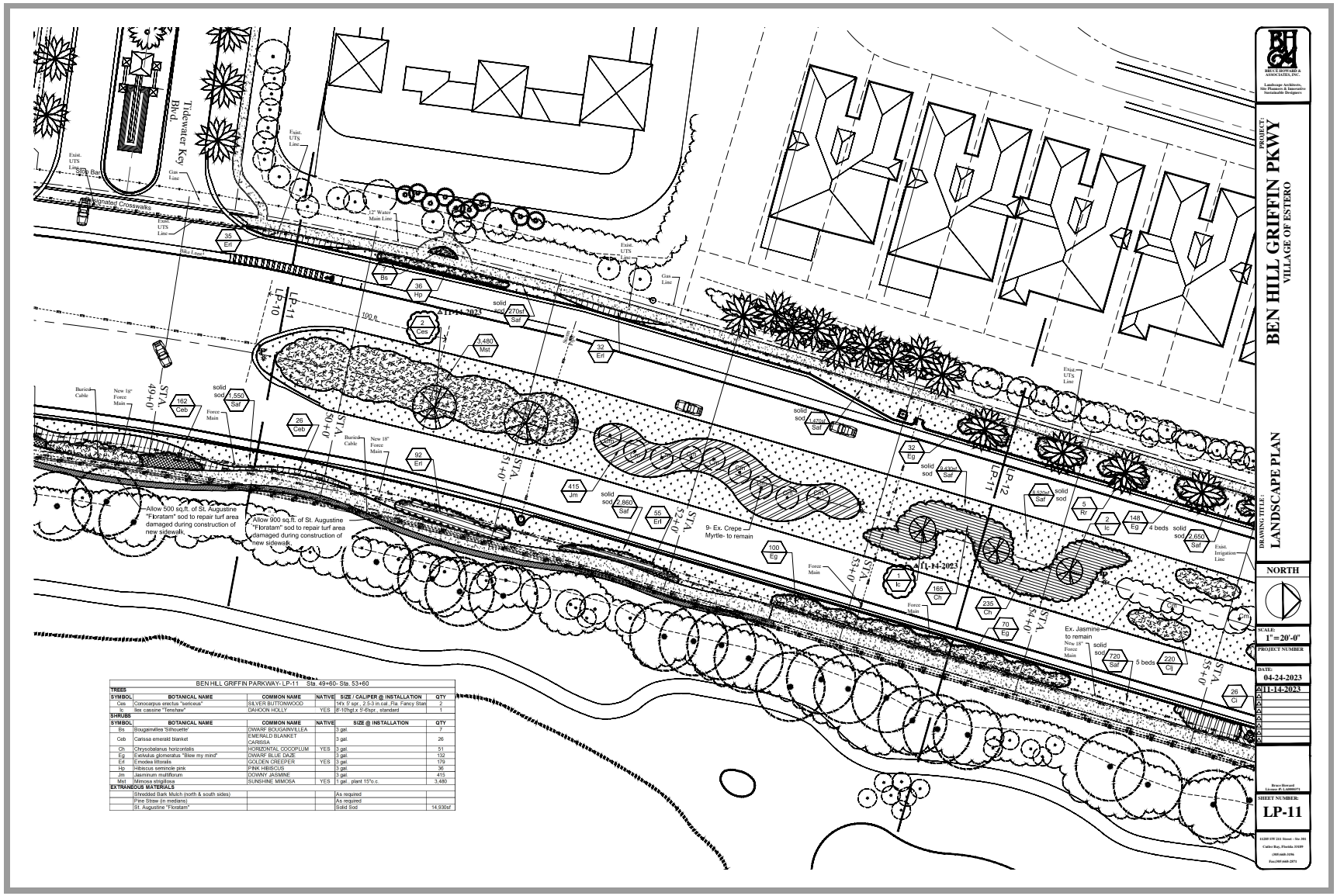
DATE: 04-24-2023

A11-14-2023

Bruce Howard License # AR0009071

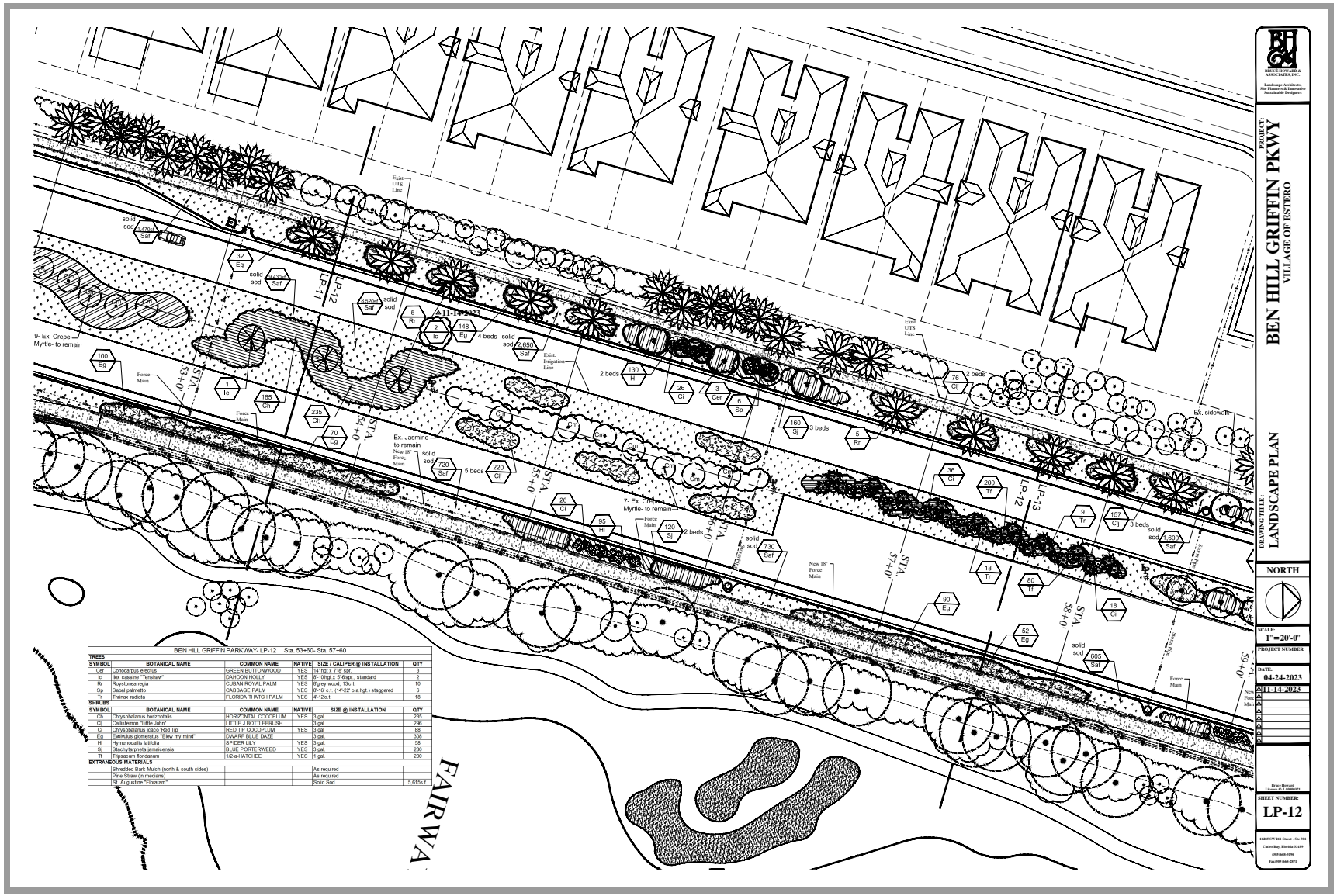
SHEET NUMBER: **LP-10**

11220 SW 21st Street - Ste 201
Cutler Bay, Florida 33189
(305) 669-3196
Fax (305) 669-2071



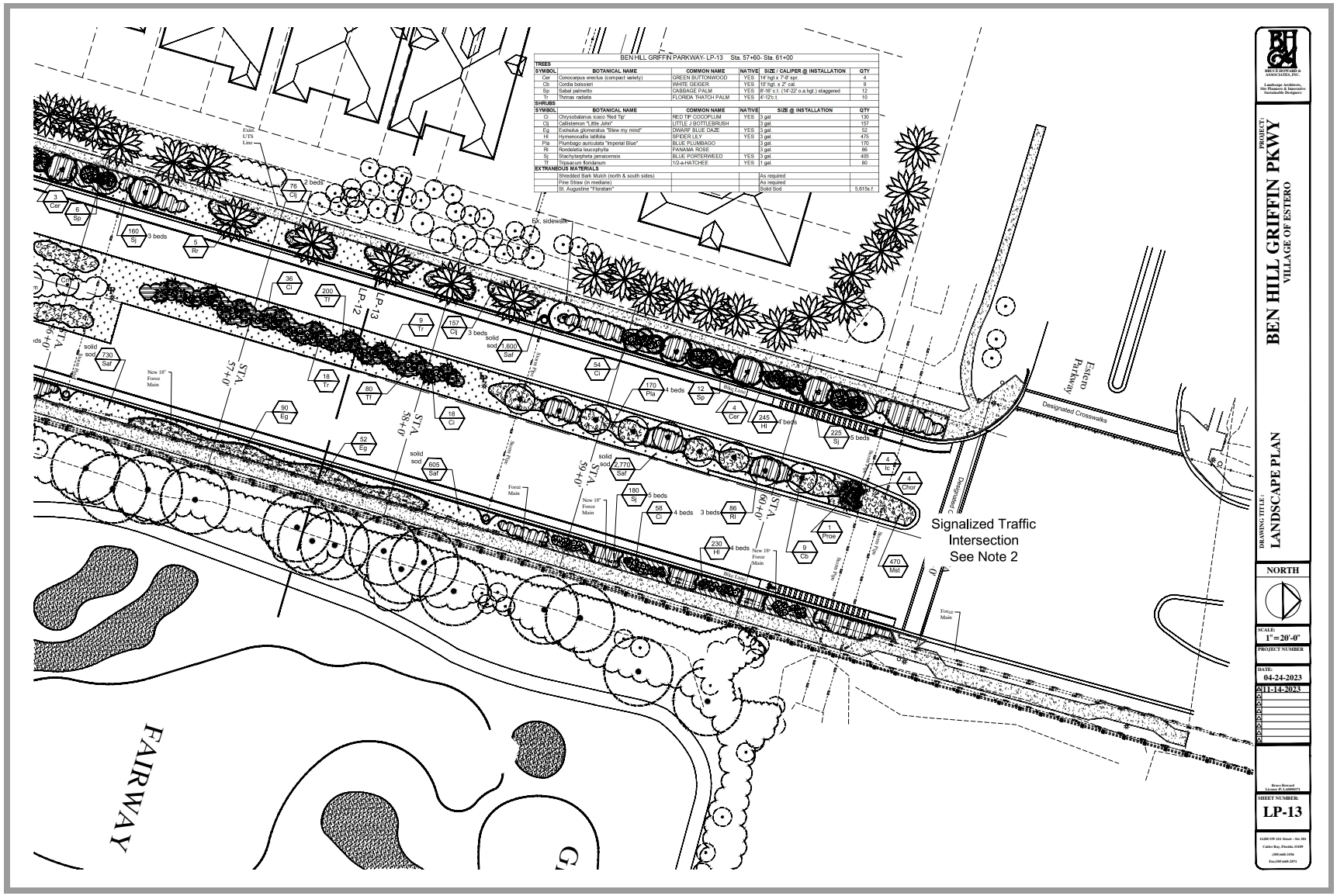
BEN HILL GRIFFIN PARKWAY- LP-11 Sta. 49+60- Sta. 53+60

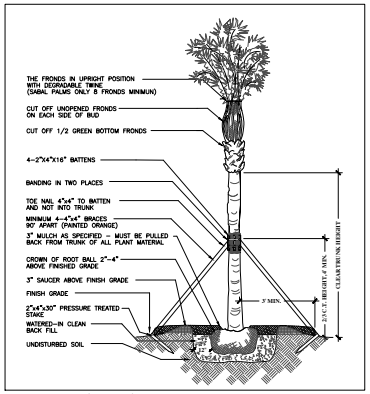
SYMBOL	BOTANICAL NAME	COMMON NAME	NATIVE	SIZE / CALIPER @ INSTALLATION	QTY
TREES					
Cas	Conocarpus erectus "sericeus"	SILVER BUTTONWOOD		14'x 5' spr., 2.5-3 in.cal ,Fla. Fancy Stan	2
	Ilex cassine "Tenshew"	DAHOON HOLLY	YES	8'-10'hgt.x 5'-6'spr., standard	1
SHRUBS					
SYMBOL	**BOTANICAL NAME**	**COMMON NAME**	**NATIVE**	**SIZE @ INSTALLATION**	**QTY**
Bs	Bougainvillea "Silhouette"	DWARF BOUGAINVILLEA		3 gal.	7
Ceb	Carissa emerald blanket	EMERALD BLANKET CARISSA		3 gal.	26
Ch	Chrysobalanus horizontalis	HORIZONTAL COCOPLUM	YES	3 gal.	51
Eg	Evolvulus glomeratus "Blew my mind"	DWARF BLUE DAZE		3 gal.	132
Erf	Ernodea littoralis	GOLDEN CREEPER	YES	3 gal.	179
Hp	Hibiscus seminole pink	PINK HIBISCUS		3 gal	36
Jm	Jasminum multiflorum	DOWNY JASMINE		3 gal.	415
Mst	Mimosa strigillosa	SUNSHINE MIMOSA	YES	1 gal., plant 15"o.c.	3,480
EXTRANEOUS MATERIALS					
	Shredded Bark Mulch (north & south sides)			As required	
	Pine Straw (in medians)			As required	
	St. Augustine "Floratam"			Solid Sod	14,930sf



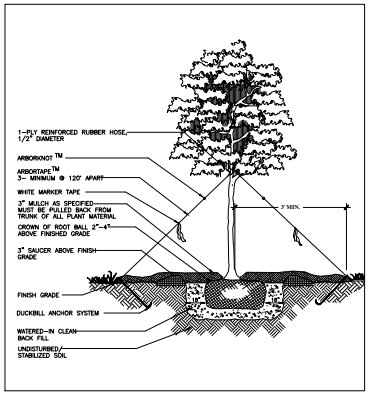
BEN HILL GRIFFIN PARKWAY- LP-12 Sta. 53+60- Sta. 57+60

SYMBOL	BOTANICAL NAME	COMMON NAME	NATIVE	SIZE / CALIPER @ INSTALLATION	QTY
TREES					
Cer	Conocarpus erectus	GREEN BUTTONWOOD	YES	14' hgt x 7-8' spr.	3
Ic	Ilex cassine "Tenshaw"	DAHOON HOLLY	YES	8'-10'hgt.x 5'-6'spr., standard	2
Rr	Roystonea regia	CUBAN ROYAL PALM	YES	8'grey wood, 12'c.t.	10
Sp	Sabal palmetto	CABBAGE PALM	YES	8'-16' c.t. (14'-22' o.a.hgt.) staggered	6
Tr	Thrinax radiata	FLORIDA THATCH PALM	YES	4'-12'c.t.	18
SHRUBS					
SYMBOL	**BOTANICAL NAME**	**COMMON NAME**	**NATIVE**	**SIZE @ INSTALLATION**	**QTY**
Ch	Chrysobalanus horizontalis	HORIZONTAL COCOPLUM	YES	3 gal.	235
Cj	Callistemon "Little John"	LITTLE J BOTTLEBRUSH		3 gal	296
Ci	Chrysobalanus icaco 'Red Tip'	RED TIP COCOPLUM	YES	3 gal	85
Eg	Ewinutus glomeratus "Blew my mind"	DWARF BLUE DAZE		3 gal.	308
Hl	Hymenocallis latifolia	SPIDER LILY	YES	3 gal.	58
Sj	Stachytarpheta jamaicensis	BLUE PORTERWEED	YES	3 gal.	280
Tf	Tripsacum floridanum	1/2-a-HATCHEE	YES	1 gal.	200
EXTRANEOUS MATERIALS					
	Shredded Bark Mulch (north & south sides)			As required	
	Pine Straw (in medians)			As required	
	St. Augustine "Floratam"			Solid Sod	5,615s.f.

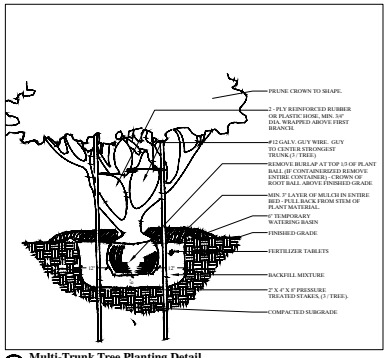

BEN HILL GRIFFIN PARKWAY- LP-13 Sta. 57+60- Sta. 61+00
TREES
SYMBOL | BOTANICAL NAME | COMMON NAME | NATIVE | SIZE / CALIPER @ INSTALLATION | QTY
Cer | Conocarpus erectus (compact variety) | GREEN BUTTONWOOD | YES | 14' hgt x 7-8' spr. | 4
Cb | Cordia boissieri | WHITE GEIGER | YES | 10' hgt. x 2" cal. | 9
Sp | Sabal palmetto | CABBAGE PALM | YES | 6'-16' c.t. (14'-22' o.a.hgt.) staggered | 12
Tr | Thrinax radiata | FLORIDA THATCH PALM | YES | 6'-12'c.t. | 10
SHRUBS
SYMBOL | BOTANICAL NAME | COMMON NAME | NATIVE | SIZE @ INSTALLATION | QTY
Cl | Chrysobalanus icaco 'Red Tip' | RED TIP COCOPLUM | YES | 3 gal | 130
Cj | Callistemon "Little John" | LITTLE J BOTTLEBRUSH | YES | 3 gal | 157
Eg | Evolvulus glomeratus "Blew my mind" | DWARF BLUE DAZE | YES | 3 gal | 52
Hl | Hymenocallis latifolia | SPIDER LILY | YES | 3 gal | 475
Pla | Plumbago auriculata "Imperial Blue" | BLUE PLUMBAGO | | 3 gal | 170
Ri | Rondeletia leucophylla | PANAMA ROSE | | 3 gal | 86
Sj | Stachytarpheta jamaicensis | BLUE PORTERWEED | YES | 3 gal | 405
Tf | Tripsacum floridanum | 1/2-a-HATCHEE | YES | 1 gal. | 80
EXTRANEOUS MATERIALS
Shredded Bark Mulch (north & south sides)
As required
Pine Straw (in medians)
As required
St. Augustine "Floratam"
Solid Sod
5,615s.f.
Existing UTS Line
Ex. sidewalk
LP-12
LP-13
STA 57+0
STA 58+0
STA 59+0
STA 60+0
Force Main
New 18" Force Main
Existing FPL
Existing Overhead E
Estero Parkway
Designated Crosswalks
Signalized Traffic Intersection See Note 2
FAIRWAY
BRUCE HOWARD & ASSOCIATES, INC.
Landscape Architects, Site Planners & Innovative Sustainable Designers
PROJECT:
BEN HILL GRIFFIN PKWY
VILLAGE OF ESTERO
DRAWING TITLE:
LANDSCAPE PLAN
NORTH
SCALE:
1" = 20'-0"
PROJECT NUMBER
DATE:
04-24-2023
11-14-2023
SHEET NUMBER:
LP-13



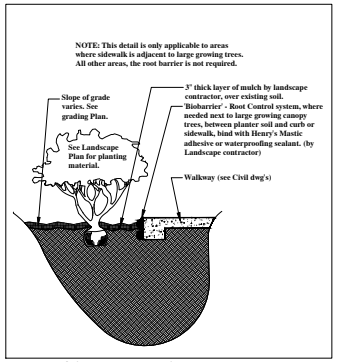
1 **Palm Planting Detail**
Scale: n.t.s.



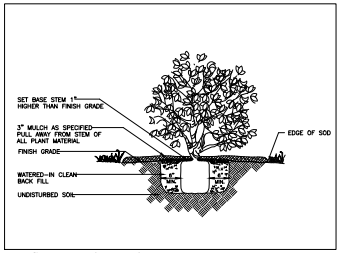
2 **Single Trunk Tree Planting Detail**
Scale: n.t.s.



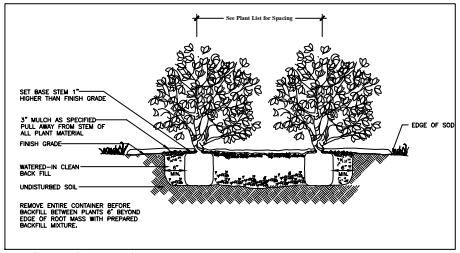
3 **Multi-Trunk Tree Planting Detail**
Scale: n.t.s.



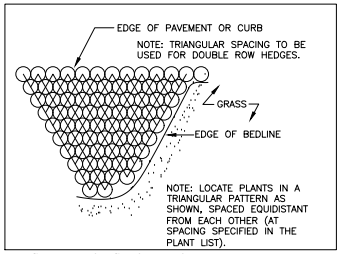
4 **Edge of sidewalk Root Barrier**
Scale: n.t.s.



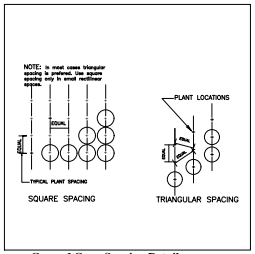
5 **Shrub Planting Detail**
Scale: n.t.s.



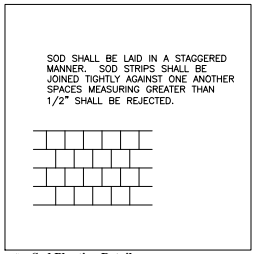
6 **Ground Cover Detail**
Scale: n.t.s.



7 **Shrub Planting Spacing Detail**
Scale: n.t.s.



8 **Ground CoverSpacing Detail**
Scale: n.t.s.



9 **Sod Planting Detail**
Scale: n.t.s.

BRUCE HOWARD & ASSOCIATES, INC.
Landscape Architects, Site Planners & Innovative Sustainable Designers

PROJECT:
BEN HILL GRIFFIN PKWY
VILLAGE OF ESTERO

DRAWING TITLE:
LANDSCAPE DETAILS

NORTH

SCALE:
AS SHOWN

PROJECT NUMBER

DATE:
04-24-2023

A	11-14-2023
A	
A	
A	
A	
A	

Bruce Howard License # LA0000371

SHEET NUMBER:
LP-14

11220 SW 216 Street - Ste 301
Cutler Bay, Florida 33189
(305) 668-3196
Fax (305) 668-2971

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
December 6, 2023

Agenda Item:

Center for the Arts Bonita Springs

Description:

Alyona Aleksandra Ushe, Executive Director, will present a presentation for the Center for the Arts Bonita Springs.

Financial Impact:

N/A

Prepared by:

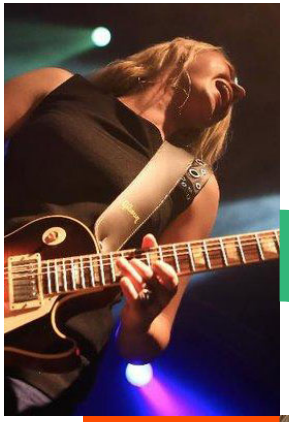
Attachment:

1. Center for the Arts Bonita Springs Presentation

Village Council

Village of ESTERO

December 6, 2023





Arts bonita

CENTERS FOR THE ARTS BONITA SPRINGS







The Art League

1960

The Art League was founded with 15 members and one teacher

1996

- 9.3 acres became available at the intersection of Old 41 and ImperialHarbor Boulevard.
- The League purchased two commercial acres for $280,000.
- Through the generosity of the property owners, two additional commercial acres and 4.8 acres of nature preserve valued at $408,000 were gifted to the Art League

The Art League

1999

Art League Bonita Springs is officially founded as a non-profit organization with the mission of promoting the visual arts in the Bonita Springs community.



2000

Phase I Grand Opening Celebration, April 9, 2000

2002

Grand Opening Celebration in November for Phase II Buildings

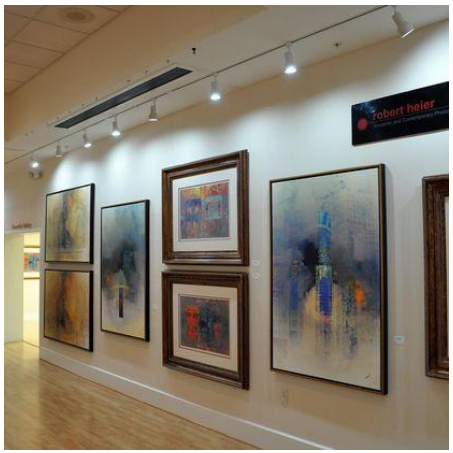
2008

Art League Partners with Promenade to expand performance series

2009

Art League of Bonita Springs Changes its name to Center for the Arts Bonita Springs

Visual Art Center



The Visual Arts Center, 26100 Old 41 Road

- 10-acre, four-building campus
- Multiple fine art galleries
- Fully equipped art studios
- Gift shop
- Beautiful sculpture garden
- Nature preserve

Over 600 classes are offered annually, including painting, drawing, clay, sculpture, glass, mixed media, and more. This center offers an ever-changing lineup of unique art exhibitions and other special events.

2014



Center for the Arts Bonita Springs

- Center for the Arts finalizes purchase of Living WatersChurch.
- It begins programming on site, sharing the campus initially for eight months, then occupying all spaces at the newly named Bonita Springs Performing Arts Center campus.
- features the 400-seat Hinman Auditorium
- 200-seat Moe Auditorium and Film Center.
- Offers a diverse array of
  - live music
  - theatre
  - comedy
  - film
  - lectures
  - Open-Mic Bonita

National Arts Festivals

We hosts three fine arts and crafts festivals each year in January, February, and March, featuring over 200 artists, both national and global, to showcase their work in one of the top-rated USA Juried events.











2023



NATIONAL SEARCH

NEW EXECUTIVE DIRECTOR IN 24 YEARS

After an extensive executive search process led by a team of experts from Arts Consulting Group and a committee of board members, the Centers for the Arts Bonita Springs announced that Alyona Ushe has been selected as the new executive director.

Ushe started her tenure on May 15, 2023

- Founded Classika-Synetic Theater in the Washington DC Metro area received over $600,000 from US Department of Education for outreach programs which were praised on the Floor of House of Representatives.
- In South Florida, as President/CEO of Creative City Collaborative, she grew the organizational budget to over $4 million, founded the critically acclaimed Arts Garage in Delray Beach, won a highly competitive bid in Pompano Beach to revitalize, program, and operate a 3,000-seat dormant amphitheater and to open a new $20 million Cultural Center.
- She was also the executive director of the New Orleans Opera Association and St. Lucie Cultural Alliance.

Arts Bonita

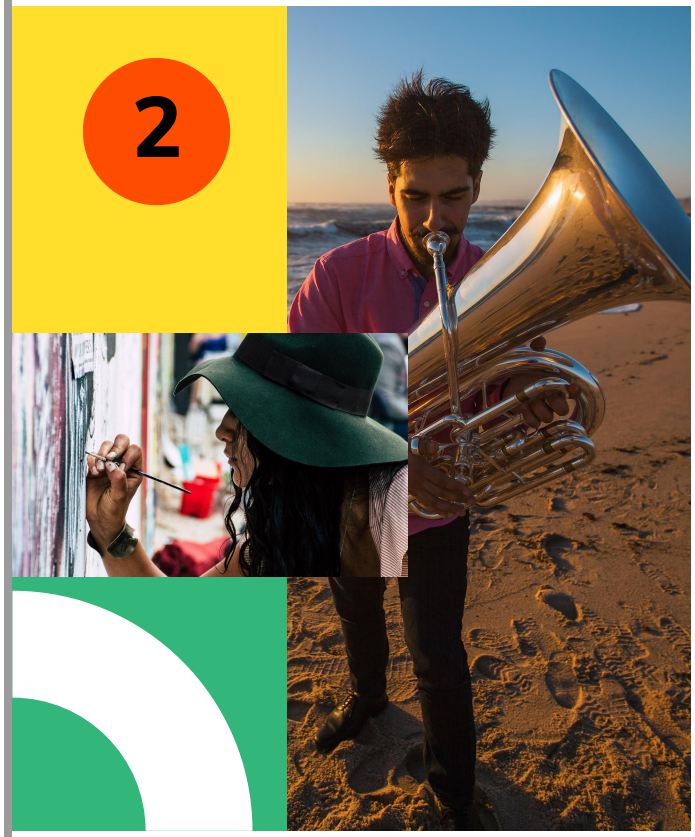
ESTABLISHING A VIBRANT AND DISTINCT CULTURAL DESTINATION NESTLED BETWEEN NAPLES AND FT. MYERS.

- **More than just two campuses**
- **Cultural & Community:** Fostering community, social interaction, and a sense of belonging
- **Building bridges** and collaboration with municipalities and civic, social, and educational organizations
- **Fostering a Cultural Renaissance** for the development of a distinct creative identity



Supporting our regional artists through Arts Bonita Residency Program

- Crazy talented artist in SWFL
- Incubate: provide space and marketing support
- Not just "anywhere USA," but an authentic, genuine, and uniquely crafted destination of our own
- Current Resident Artists from Estero include Gulfshore Opera



Art Walks

- Community Gathering
- Economic Impact
- Cultural Vibrancy
- Activation of Public Spaces
- Civic Pride
- Quality of Life



Festival

- Local Talent
- Jazz / FGCU
- Blues
- Country
- Art Festivals
- Art of Mindfulness



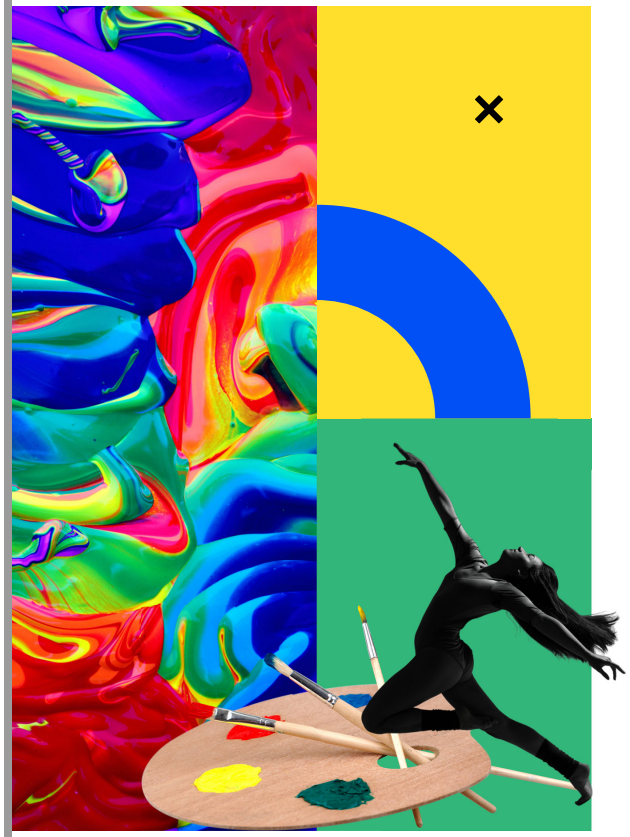
Education

- Creativity and Innovation
- Cognitive Development
- Self-Expression
- Confidence Building
- Emotional Intelligence
- Collaboration and Teamwork
- Academic Performance
- Conservation Through Arts

Bonita
Estero

Arts
Music
Theatre
Creative
A Cultural Destination





Thank you!

artsbonnita.org
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