



Village of  
**ESTERO**

**VILLAGE OF ESTERO**  
**VILLAGE COUNCIL MEETING**  
**PACKET**  
**JANUARY 3, 2024, 09:30 AM**



The Village Council Meeting will be conducted physically in Council Chambers at Village Hall, 9401 Corkscrew Palms Circle, with an opportunity for members to participate virtually. The meeting will be broadcasted live via the Village of Estero website <https://estero-fl.gov/council/watch-meetings-online/>. Please see the [bottom of this agenda](#) for further information and instructions for public participation.

**AGENDA**  
**VILLAGE COUNCIL MEETING**  
**9401 Corkscrew Palms Circle, Estero, Florida**  
**January 3, 2024, 09:30 am**

**1. CALL TO ORDER**

**INVOCATION**

Pastor Todd Weston River of Life Church

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS**

**3. PUBLIC COMMENT ON NON-AGENDA ITEMS**

**4. CONSENT AGENDA**

**a. December 6, 2023 Council Meeting Minutes**

Attachment: [12062023 minutes.pdf](#)

**b. December 13, 2023 Special Village Council Meeting Minutes**

Attachment: [12132023 minutes.pdf](#)

**5. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA**

**6. ACTION ITEMS**

**a. Village of Estero Information Security Policy**

**Recommended Action**

Motion to adopt the Village of Estero Information Security Policy.



## **Financial Impact**

None

Attachment: [Summary Sheet Village Security Policy.pdf](#)

Attachment: [Village Security Policy.pdf](#)

### **b. Approval of code enforcement lien compromise payment from Pro Energy, LLC**

#### **Recommended Action**

Motion to accept a payment of \$30,000 from ProEnergy, LLC, in compromise of the Village's code enforcement lien on the owner's property at 8800 Corkscrew Road, and to authorize the Village Manager or his designee to file a release of lien once the payment has been made.

## **Financial Impact**

\$30,000 payment to the Village

Attachment: [SS Code Enforcement.pdf](#)

### **c. Village Wide Traffic Study Contract**

#### **Recommended Action**

Motion to approve Contract EC 2024-07 with Johnson Engineering, Inc. to prepare the Village Wide Traffic Study for \$249,480.

Approve a \$25,000 contingency for additional services that may be required to complete the project.

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

## **Financial Impact**

The project's financial impact is \$274,480. (\$249,480 plus \$25,000 contingency).

The Village of Estero Fiscal Year 2023-2024 budget includes \$250,000 for the Village Wide Traffic Study. If contingency funding is required for the project those funds will be provided by unallocated general funds.

Attachment: [SS Village Wide Traffic Study Contract.pdf](#)

Attachment: [01-Contract EC 2024-07 Village Traffic Study - Johnson.pdf](#)

Attachment: [02 Ownership Disclosure.pdf](#)

Attachment: [03 Study Area Map.pdf](#)

### **d. Right of Way Acquisition Services Contract**

#### **Recommended Action**

Motion to approve contract EC 2024-06 with Florida Acquisition Services to provide right-of-way

acquisition services to the Village of Estero.

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

**Financial Impact**

There is no direct financial impact associated with this contract. This contract will function as an "umbrella" for future supplemental task authorizations (STA) for each specific acquisition project. For example, the first three STAs under this contract are expected to be the following.

STA 01 -- Corkscrew Road Right-of-way/Easement Acquisition

STA 02 -- Sandy Lane Right-of-way/Easement Acquisition

STA 03 -- River Ranch Road Right-of-way/Easement Acquisition

Each STA will be processed per Village of Estero procurement procedures.

Attachment: [SS ROW Acquisition Services Contract.pdf](#)

Attachment: [1\\_EC 2024-06 Acquisition Services Contract.pdf](#)

Attachment: [2\\_FLAA Disclosure Form.pdf](#)

**e. Estero Bay Village, Sunny Groves & Cypress Bend Gravity Sewer Smoke & Closed-circuit Television (CCTV) Testing Change Order No. 1**

**Recommended Action**

Motion to approve Change Order No. 1 in the amount of \$8,500.00 to Contract EC 2022-83 with National Water Main Cleaning Company for the gravity sewer line testing in the Estero Bay Village, Sunny Grove, and Cypress Bend mobile home developments.

Approve a 10% (of the total project cost) project contingency of \$9,400.

Authorize the Village Manager to sign Change Order No. 1 to Contract EC 2022-83 with National Water Main Cleaning Company.

**Financial Impact**

The financial impact of this Change Order No. 1 to the original contract is \$17,900. The contract amount (\$8,500) plus a 10% project contingency of \$9,400.

Following is a summary of the contract

|                          | Contract  |
|--------------------------|-----------|
| Original contract amount | \$ 85,885 |

|                           |           |
|---------------------------|-----------|
| Change Order No. 1 amount | \$ 8,500  |
| Contingency               | \$ 9,400  |
| Contract total            | \$103,785 |

Attachment: [SS Sewer Testing Contract CO 01.pdf](#)

Attachment: [1 Location Map.pdf](#)

Attachment: [2 EC 2022-83 National Water Main Cleaning Co. - Sewer Testing.pdf](#)

Attachment: [3 EC 2022-83 C.O. 01.pdf](#)

## **7. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS**

## **8. VILLAGE ATTORNEY'S REPORT**

## **9. VILLAGE MANAGER'S REPORT**

**Adjourn Regular Session and Convene Workshop Items**

## **10.WORKSHOP**

### **a. Review of the Code Enforcement law and procedures**

Attachment: [SS Code Enforcement .pdf](#)

Attachment: [1 Estero Code Enforcement Background Memo.pdf](#)

## **11.ADJOURNMENT**

**General Attachments**

[- Transcript.pdf](#)

VILLAGE OF ESTERO COUNCIL MEETING  
WEDNESDAY, JANUARY 3, 2024, 9:30 A.M.

DISCLAIMER:

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

09:30:27 >>Mayor McLain: I WOULD LIKE TO CALL THE JANUARY 3, 2024,  
09:30:33 9:30 A.M. VILLAGE COUNCIL MEETING TO ORDER.  
09:30:36 [ SOUNDING GAVEL ]  
09:30:36 TODAY'S MEETING IS A LANDMARK MEETING AS WE BEGIN OUR 10th  
09:30:44 YEAR AS A VILLAGE.  
09:30:47 THE VILLAGE HAS SEEN IN THE LAST NINE YEARS A SIGNIFICANT  
09:30:50 AMOUNT OF POSITIVE CHANGE THROUGHOUT THE ENTIRE VILLAGE, AND  
09:30:57 I PREDICT THAT THE FUTURE IS GOING TO SEE MANY MORE GREAT  
09:31:00 THINGS COMING TO THE VILLAGE OF ESTERO.  
09:31:02 IT'S A NICE ANNIVERSARY TO HAVE.  
09:31:05 I WOULD ASK THE VILLAGE COUNCIL TO MAKE SURE WHEN YOU DO  
09:31:09 SPEAK THAT YOU GET CLOSE TO THE MICROPHONES AND THAT WE  
09:31:13 DON'T HAVE A BIG AUDIENCE HERE TODAY, SO I WON'T WORRY ABOUT  
09:31:18 ANY PEOPLE SPEAKING.  
09:31:19 IF YOU DO, SPEAK CLOSE TO THE MICROPHONE.  
09:31:24 THIS MORNING, WE ARE HONORED TO HAVE PASTOR TODD WESTON FROM  
09:31:27 THE RIVER OF LIFE CHURCH TO DO OUR INVOCATION.  
09:31:30 WELCOME.

09:31:33 >> LET'S PRAY.  
09:31:35 HEAVENLY FATHER, YOUR WORD SAYS THAT THIS IS THE DAY THAT  
09:31:38 THE LORD HAS MADE AND WE WILL REJOICE AND BE GLAD IN IT AND  
09:31:41 WE CERTAINLY DO THAT, LORD.  
09:31:43 WE ARE THANKFUL FOR THIS DAY.  
09:31:45 ANOTHER GIFT, ANOTHER DAY OF LIFE.  
09:31:46 WE ALSO THANK YOU FOR THE NEW YEAR.  
09:31:50 AND I PRAY THAT THIS WILL BE A YEAR THAT IS MARKED BY THE  
09:31:54 GOODNESS OF GOD BEING POURED OUT UPON THIS COMMUNITY.  
09:31:57 LORD, I THANK YOU FOR THESE LEADERS WHO SERVE ON THIS  
09:32:01 VILLAGE COUNCIL.  
09:32:01 I THANK YOU FOR THE TIME INVESTED FOR ALL THAT THEY DO.  
09:32:06 I PRAY THAT YOU WILL BLESS EACH AND EVERY ONE OF THEM WITH A  
09:32:10 GIFT OF WISDOM AND UNDERSTANDING AND THAT THE DECISIONS THAT  
09:32:13 THEY MAKE WILL BE THOSE THAT ARE RIGHT AND PLEASING IN YOUR  
09:32:16 SIGHT.  
09:32:17 WE ASK YOUR BLESSINGS UPON THIS MEETING TODAY.  
09:32:20 WE ASK YOU IN THE NAME OF YOUR SON JESUS CHRIST, AMEN.

09:32:25 >>Mayor McLain: THANK YOU, PASTOR TODD.  
 09:32:27 PLEASE JOIN ME IN THE PLEDGE OF ALLEGIANCE.  
 09:32:30 [PLEDGE OF ALLEGIANCE]  
 09:32:46 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL?  
 09:32:48 >>Vice-Mayor Ribble: HERE.  
 09:32:50 >>Larry Fiesel: HERE.  
 09:32:52 >>Mayor McLain: HERE.  
  
 09:32:54 >>Lori Fayhee: HERE.  
 09:32:55 >>Rafael Lopez: HERE.  
 09:32:57 >>Jim Ward: HERE.  
 09:32:58 >>George Zalucki: HERE.  
 09:33:02 >>Mayor McLain: NEXT ON THE AGENDA IS THE APPROVAL OF THE  
 09:33:03 AGENDA.  
 09:33:04 DOES ANYBODY HAVE ANY ADDITIONS, DELETIONS, CHANGES?  
 09:33:06 IF NOT, I WILL ENTERTAIN A MOTION TO APPROVE THE AGENDA.  
 09:33:13 >> I'LL MAKE A MOTION TO APPROVE THE AGENDA.  
 09:33:14 >>Mayor McLain: COUNCILMAN FIESEL SECONDED BY COUNCIL PERSON  
 09:33:18 FAYHEE.  
 09:33:19 MADAM CLERK, PLEASE CALL THE ROLL.  
 09:33:22 >>Larry Fiesel: AYE.  
 09:33:24 >>Lori Fayhee: AYE.  
 09:33:26 >>Rafael Lopez: AYE.  
 09:33:28 >>Jim Ward: AYE.  
 09:33:30 >>George Zalucki: AYE.  
 09:33:31 >>Vice-Mayor Ribble: AYE.  
 09:33:32 >>Mayor McLain: AYE.  
 09:33:34 THE CHAIR WILL NOW TAKE PUBLIC COMMENT ON ANY ITEMS THAT ARE  
 09:33:39 NOT ON THE AGENDA.  
 09:33:41 MADAM CLERK, DO WE HAVE ANYONE TO SPEAK?  
 09:33:44 >>Carol Sacco: WE HAVE NONE, MAYOR.  
 09:33:46 >>Mayor McLain: OKAY.  
 09:33:46 MOVING RIGHT ON, NEXT ON THE AGENDA IS THE CONSENT AGENDA.  
  
 09:33:53 IT CONSISTS OF ITEMS 4A AND B, THE VILLAGE COUNCIL MEETING  
 09:33:57 NOTES FROM DECEMBER 6 AND 13.  
 09:34:01 DO ANY OF THE COUNCIL MEMBERS HAVE ANY COMMENTS, CORRECTIONS  
 09:34:05 REGARDING COUNCIL MEETING MINUTES?  
 09:34:07 IF NONE, I WILL ENTERTAIN A MOTION TO APPROVE THE CONSENT  
 09:34:12 AGENDA.  
 09:34:13 >>Vice-Mayor Ribble: SO MOVED.  
 09:34:14 >>Mayor McLain: OUR VICE-MAYOR RIBBLE, SECONDED BY  
 09:34:19 COUNCILMEMBER LOPEZ.  
 09:34:20 WILL YOU PLEASE CALL THE ROLL?  
 09:34:28 >>George Zalucki: AYE.  
 09:34:29 >>Jim Ward: AYE.  
 09:34:31 >>Rafael Lopez: AYE.  
 09:34:34 >>Lori Fayhee: AYE.

09:34:35 >>Larry Fiesel: AYE.  
 09:34:36 >>Vice-Mayor Ribble: AYE.  
 09:34:37 >>Mayor McLain: AYE.  
 09:34:37 NEXT ON THE AGENDA IS ITEM 6A, VILLAGE OF ESTERO INFORMATION  
 09:34:43 SECURITY POLICY.  
 09:34:47 STEVE, WOULD YOU PLEASE INTRODUCE THIS ITEM?  
 09:34:49 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.  
 09:34:52 OF COURSE, CYBERSECURITY IS A MAJOR ISSUE THAT WE ARE TRYING  
 09:34:55 TO BOLSTER IN THE COMMUNITY.  
 09:35:00 WHAT I WOULD LIKE TO DO IS CALL KEVIN GREENVILLE, OUR  
 09:35:03 FINANCE DIRECTOR, UP TO THE PODIUM TO WALK US THROUGH THE  
  
 09:35:06 MAJOR POINTS OF WHAT IS A PROPOSED CYBERSECURITY POLICY THAT  
 09:35:12 WOULD GUIDE THE TOTAL OPERATION, INCLUDING THE COUNCIL.  
 09:35:16 HE CAN ALSO EMBELLISH A LITTLE BIT ON THE GRANT THAT WE'VE  
 09:35:19 RECEIVED.  
 09:35:19 >>Kevin Greenville: THANK YOU, STEVE.  
 09:35:20 GOOD MORNING, MAYOR AND COUNCIL.  
 09:35:21 HAPPY NEW YEAR.  
 09:35:22 FLORIDA STATUTE 282.3185, IT IS THE LOCAL GOVERNMENT  
 09:35:27 CYBERSECURITY ACT, IT WAS PASSED IN 2022, REQUIRES US TO  
 09:35:33 MEET CERTAIN STANDARDS.  
 09:35:35 AS PART OF THAT, THE VILLAGE NEEDS TO ADOPT AN INFORMATION  
 09:35:38 SECURITY POLICY THAT IS ATTACHED TO THE AGENDA.  
 09:35:42 THIS WAS REVIEWED AND SORT OF DRAFTED BY OUR I.T.  
 09:35:48 CONSULTANTS, CGA, SO THEY HAVE REVIEWED THIS AND THEY HAVE  
 09:35:52 SAID IT DOES MEET THE STANDARDS.  
 09:35:54 IN ADDITION TO ADOPTING THIS POLICY, WE DO HAVE TO MEET SOME  
 09:35:58 OTHER REQUIREMENTS.  
 09:35:59 WE'VE CONTRACTED WITH CONSULTANT KnowBe4 THAT WILL HELP US  
 09:36:06 PROVIDE TRAINING.  
 09:36:06 WE HAVE TO PROVIDE TRAINING TO EVERYONE WHO HAS ACCESS TO  
 09:36:11 OUR SYSTEMS, AS WELL AS E-MAIL ACCOUNTS.  
 09:36:13 IN ADDITION TO THAT, WE ALSO NEED TO COME UP WITH A  
 09:36:15 CURRICULUM FOR ALL OUR EMPLOYEES FOR THE I.T. SECURITY.  
 09:36:19 SO WE ARE WORKING ON THAT.  
 09:36:21 THAT'S IMPLEMENTED.  
  
 09:36:22 GOING TO BE IMPLEMENTED THIS MONTH AND ALONG WITH THIS  
 09:36:26 POLICY, WE WILL BE IN COMPLIANCE WITH THE LAW.  
 09:36:28 THE OTHER ITEM I WOULD LIKE TO HIGHLIGHT IS THAT WE DID  
 09:36:31 RECEIVE A GRANT LAST YEAR TO ENHANCE OUR CYBERSECURITY.  
 09:36:35 IT WAS NOT A MONEY GRANT.  
 09:36:37 IT WAS A CAPABILITIES GRANT.  
 09:36:38 WE DIDN'T ACTUALLY GET FUNDING BUT WE DID RECEIVE  
 09:36:41 APPROXIMATELY \$95,000 IN CAPABILITIES THAT WE'VE IMPLEMENTED  
 09:36:44 TO ENHANCE OUR I.T.  
 09:36:46 SO I WOULD BE HAPPY TO ANSWER ANY QUESTIONS.

09:36:50 >>Mayor McLain: DOES COUNCIL HAVE ANY QUESTIONS?  
 09:36:53 >>Larry Fiesel: JUST ONE QUESTION.  
 09:36:54 A YEAR OR TWO AGO WE APPROVED MOVING TO iCloud STORAGE  
 09:36:58 OUTSIDE OF THE BUILDING.  
 09:37:01 HAS THAT BEEN FULLY IMPLEMENTED?  
 09:37:03 ARE WE OFF OF THE HARD DRIVE AND IN THE CLOUD?  
 09:37:07 >>Kevin Greenville: SO I KNOW WE ARE MOVING FORWARD WITH  
 09:37:09 THAT.  
 09:37:09 I'M NOT SURE IF IT'S 100% COMPLETE.  
 09:37:12 I KNOW ONE THING WE ARE KEEPING STILL ON OUR INTERNAL  
 09:37:15 SERVERS IS OUR ACCOUNTING SOFTWARE.  
 09:37:17 BUT ONCE WE MOVE TO TYLER MUNICIPAL, TOTALLY BE IN THE CLOUD  
 09:37:21 WITH THAT.  
 09:37:21 SO I THINK THAT IS ONE ITEM.  
 09:37:23 COUNCILMAN FIESEL, I WOULD BE HAPPY TO CHECK ON THAT AND  
  
 09:37:26 FOLLOW UP WITH YOU AS WELL.  
 09:37:27 >>Larry Fiesel: I'M NOT FAMILIAR WITH THE SECURITY STUFF,  
 09:37:30 BUT I SUPPOSE GETTING IT OUT OF THE MAIN FRAME HERE IN THE  
 09:37:34 BUILDING AND IN THE CLOUD WOULD HELP IN THIS.  
 09:37:38 >>Kevin Greenville: ABSOLUTELY, YEAH.  
 09:37:40 >>Mayor McLain: VICE-MAYOR.  
 09:37:40 >>Vice-Mayor Ribble: KEVIN, DOES I.T. KNOW WHEN -- IF  
 09:37:47 SOMEONE SHARES INFORMATION TO PEOPLE WHO ARE NOT ALLOWED TO  
 09:37:55 HAVE INFORMATION SHARED WITH THEM?  
 09:37:57 >>Kevin Greenville: SO WE HAVE CONTROLS IN PLACE OF  
 09:38:01 ACCESSING FILES AND STUFF INTERNALLY.  
 09:38:05 I DON'T KNOW IF THEY WOULD BE ALERTED -- DO YOU HAVE A  
 09:38:08 SPECIFIC INFORMATION THAT WOULD BE SHARED?  
 09:38:12 >>Vice-Mayor Ribble: SOMETHING THAT SHOULDN'T BE AND IS.  
 09:38:14 DO YOU KNOW BY OUR COMPUTERS AND OUR E-MAILS AND STUFF LIKE  
 09:38:18 THAT IF IT'S GOING OUT TO INAPPROPRIATE PEOPLE?  
 09:38:21 >>Kevin Greenville: YEAH, I MEAN, WE HAVE SAFEGUARDS IN  
 09:38:23 PLACE TO RESTRICT FILES.  
 09:38:25 FINANCE FILES THAT ARE CONFIDENTIAL AND SHOULDN'T BE OUT TO  
 09:38:30 EVERYONE, THOSE ARE RESTRICTED AND NOT EVERYBODY HAS ACCESS.  
 09:38:33 SO WE DO HAVE THOSE LAYERS.  
 09:38:36 E-MAILS, WE KEEP ALL E-MAILS MAINTAINED.  
 09:38:40 AND WE COULD ALWAYS LOOK INTO THOSE.  
 09:38:42 >>Vice-Mayor Ribble: THANK YOU.  
 09:38:43 >>Mayor McLain: ANY OTHER QUESTIONS?  
  
 09:38:44 I'VE GOT ONE.  
 09:38:48 IN SECTION 3, PAGE -- PARAGRAPH D-2, PAGE 4, IT'S TALKING  
 09:38:56 ABOUT DEPARTMENT DIRECTOR MAY ON A CASE-BY-CASE BASIS AND IN  
 09:39:03 CONSULTATION WITH THE VILLAGE ATTORNEY'S OFFICE AND THE I.T.  
 09:39:07 DEPARTMENT AUTHORIZE OTHER USERS, INCLUDING CONTRACTORS AND  
 09:39:09 GOVERNMENTAL AGENCIES TO ACCESS VILLAGE ELECTRONIC



09:39:14 INFORMATION.  
 09:39:15 DON'T HAVE A PROBLEM WITH THAT, BUT THEN IT SAYS FROM A  
 09:39:17 VILLAGE OR A NON-VILLAGE COMPUTER.  
 09:39:21 MY CONCERN WITH THE NON-VILLAGE COMPUTER IS HOW DO WE KNOW  
 09:39:27 THAT IT'S NOT JUST LOADED UP WITH VIRUSES AND SCAM  
 09:39:35 INFORMATION?  
 09:39:35 I THINK WHAT I WANT TO MAKE SURE IS WE HAVE THAT APPROPRIATE  
 09:39:40 CHECK.  
 09:39:41 IF THEY ARE USING OUR COMPUTERS AND THE DATA AND THEY SIGN A  
 09:39:44 CONFIDENTIALITY AND ALL THAT, BUT IF THEY PLUG IN ANOTHER  
 09:39:48 COMPUTER THAT WE DON'T KNOW OF, WE'RE AUTHORIZING THEM TO DO  
 09:39:51 THAT, I THINK WE NEED TO MAKE SURE WE'RE REALLY SAFEGUARDED  
 09:39:55 ON THAT.  
 09:39:56 >>Kevin Greenville: YEAH, MAYOR McLAIN, FOR EXAMPLE, IF I  
 09:39:59 WORK FROM HOME, I CAN'T ACCESS ANY ESTERO FILES THROUGH MY  
 09:40:05 HOME COMPUTER.  
 09:40:06 I HAVE TO USE MY LAPTOP AND VPN INTO OUR FILES.  
 09:40:09 SO IT IS HARD TO USE AN OUTSIDE COMPUTER TO COME IN AND  
 09:40:16 ACCESS OUR FILES.  
  
 09:40:16 >>Mayor McLain: BUT THE POLICY, THE WAY IT IS WRITTEN, DOES  
 09:40:19 STATE THAT WE'RE GOING TO ALLOW FOLKS TO DO THAT.  
 09:40:22 WE JUST NEED TO MAKE SURE WE SAFEGUARD OURSELVES.  
 09:40:25 >>Kevin Greenville: YES, ABSOLUTELY.  
 09:40:26 I THINK IT DOES HAVE TO BE APPROVED BY THE DEPARTMENT  
 09:40:28 DIRECTOR AND VILLAGE ATTORNEY.  
 09:40:30 >>Mayor McLain: I THINK YOU COULD MONITOR THAT AND STEVE CAN  
 09:40:32 MONITOR THAT TO MAKE SURE THAT IF THERE IS A NEED FOR THAT,  
 09:40:38 THAT WE DO THE APPROPRIATE CHECKING AND BALANCES ON THAT TO  
 09:40:42 MAKE SURE IT IS GOOD.  
 09:40:43 >>Robert Eschenfelder: FIRST OF ALL, USUALLY OUR FIREWALL --  
 09:40:49 IF SOMEONE IS ACCESSING IT WITH A POORLY MAINTAINED COMPUTER  
 09:40:52 AND IT'S TRYING TO PUT A VIRUS IN, OUR FIREWALL AND SOFTWARE  
 09:40:58 WILL BLOCK IT.  
 09:40:59 BUT WITH THE MODERN ADVENT OF UPLOADING MATERIAL, BECAUSE  
 09:41:03 THIS PROVISION REALLY GETS TO LIKE IF WE ARE WORKING WITH A  
 09:41:07 CONTRACTOR AND THAT CONTRACTOR NEEDS TO ACCESS LARGE AMOUNTS  
 09:41:10 OF OUR DATA OR WHATNOT TO PUT TOGETHER A GRANT APPLICATION  
 09:41:14 OR HELP US WITH DISASTER RECOVERY, IN THE OLDEN DAYS, YOU'D  
 09:41:18 HAVE TO LET THEM INTO YOUR NETWORK TO DO THAT.  
 09:41:21 NOW WE CAN UPLOAD VAST AMOUNTS OF INFORMATION ONTO THE  
 09:41:25 CLOUD, AND THEY CAN ACCESS IT FROM THERE.  
 09:41:27 SO THE ABILITY TO EVEN NEED TO COME INTO OUR NETWORK WOULD  
 09:41:31 BE LESS AND LESS MOVING FORWARD.  
 09:41:35 >>Mayor McLain: GOOD.  
  
 09:41:37 THANK YOU.  
 09:41:37 IF NO OTHER QUESTIONS, I'LL TAKE A MOTION REGARDING THIS

09:41:39 ITEM.  
 09:41:40 >> SO MOVED.  
 09:41:40 >>Mayor McLain: COUNCILMEMBER LOPEZ HAS MADE THE MOTION AND  
 09:41:45 SECONDED BY COUNCILMAN FIESEL.  
 09:41:46 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL?  
 09:41:50 >>Larry Fiesel: AYE.  
 09:41:52 >>Lori Fayhee: AYE.  
 09:41:53 >>Rafael Lopez: AYE.  
 09:41:55 >>Jim Ward: AYE.  
 09:41:57 >>George Zalucki: AYE.  
 09:41:58 >>Vice-Mayor Ribble: AYE.  
 09:41:59 >>Mayor McLain: AYE.  
 09:42:00 THE NEXT ITEM ON THE AGENDA IS 6B, APPROVAL OF CODE  
 09:42:06 ENFORCEMENT LIEN COMPROMISE PAYMENT FROM PRO ENERGY, LLC.  
 09:42:10 STEVE, WOULD YOU PLEASE INTRODUCE THIS ITEM?  
 09:42:12 >>Steven Sarkozy: YES, THIS IS A LONG-STANDING CODE  
 09:42:15 VIOLATION AT THE MARATHON GAS STATION ON CORKSCREW AT U.S.  
 09:42:20 41.  
 09:42:22 THIS GOES BACK TO MAY OF 2021 WHERE THE OWNER WAS CITED FOR  
 09:42:28 A VIOLATION OF OUR CODES.  
 09:42:30 AND THE CASE WAS HEARD BEFORE THE SPECIAL MAGISTRATE.  
 09:42:33 AN ORDER WAS PRESENTED TO THE OPERATOR AND HE'S AGREED TO  
 09:42:43 PAY THIS AMOUNT.  
  
 09:42:44 I'LL TURN IT OVER TO ROB ESCHENFELDER WHO KNOWS THE  
 09:42:49 BACKGROUND ON THIS ONE AND HAS MOST RECENTLY BEEN IN CONTACT  
 09:42:53 WITH THE PROPERTY OWNER.  
 09:42:53 >>Robert Eschenfelder: MAYOR AND COUNCIL MEMBERS, YOU'LL  
 09:42:56 RECALL THAT THE REPRESENTATIVE OF THE COMPANY WAS HERE SOME  
 09:42:58 MONTHS AGO.  
 09:43:01 THEY HAD REQUESTED A RELEASE OF THE LIEN.  
 09:43:06 IN COMPROMISE, STAFF RECOMMENDED I THINK \$12,000 AND COUNCIL  
 09:43:09 WAS NOT COMFORTABLE WITH THAT, FEELING THAT WASN'T  
 09:43:13 SUFFICIENT ENOUGH FOR THEM TO STEP UP AND SHOW THEY ARE  
 09:43:16 TAKING RESPONSIBILITY.  
 09:43:18 BASICALLY COUNCIL INSTRUCTED ME TO EITHER FORECLOSE THE LIEN  
 09:43:22 OR TO WORK OUT SOMETHING THAT WOULD BE ACCEPTABLE TO BOTH  
 09:43:25 SIDES.  
 09:43:26 I DID GO BACK AND FORTH.  
 09:43:29 AS YOU ALL KNOW FROM YOUR INDIVIDUAL BRIEFINGS, WITH THE  
 09:43:33 REPRESENTATIVE.  
 09:43:33 WHILE I HAD TO PULL THEM KICKING AND SCREAMING, THEY DID  
 09:43:37 FINALLY AGREE TO \$30,000, WHICH IS ROUGHLY 25% OF WHAT THE  
 09:43:43 LIEN IS RECORDED FOR.  
 09:43:44 AGAIN, THE ISSUE, AS THE MANAGER INDICATED, A SIGN THAT THEY  
 09:43:47 HAD ALLOWED TO BECOME DIRTY.  
 09:43:51 THEY'VE GOT POINTS THAT THEY HAVE MADE THAT THEY DIDN'T GET  
 09:43:54 THE NOTICE AND SO FORTH IN THE MAIL.

09:43:57 I MADE THE POINT BACK TO THEM THAT AS RESPONSIBLE BUSINESS

09:44:00 OWNERS THEY NEED TO KEEP UP WITH THEIR MAIL AND IF THEY ARE

09:44:03 MOVING OR WHATEVER, THEY NEED TO MAKE SURE IT GETS FORWARDED

09:44:06 TO THEM.

09:44:07 ANY EVENT, THIS IS A RESULT THAT I THINK IS FAIR TO THEM,

09:44:12 YET ALSO SHOWS THAT THEY HAVE STEPPED UP TO TAKE

09:44:15 RESPONSIBILITY AS A BUSINESS AND THEY HAVE ALSO PLEDGED

09:44:19 SIMILAR SITUATION WILL NEVER HAPPEN IN THE FUTURE, THAT THEY

09:44:22 WILL PAY FAR MORE ATTENTION TO THEIR PROPERTY.

09:44:26 >>Mayor McLain: THANK YOU.

09:44:26 DOES COUNCIL HAVE ANY QUESTIONS?

09:44:28 NO QUESTIONS.

09:44:32 MADAM CLERK, ARE THERE ANY SPEAKERS FOR THIS?

09:44:35 >>Carol Sacco: NO, MAYOR, THERE ARE NONE.

09:44:37 >>Mayor McLain: NO E-COMMENTS I DON'T BELIEVE EITHER.

09:44:39 I'LL ENTERTAIN A MOTION AT THIS POINT.

09:44:46 COUNCILMAN FAYHEE MADE THE MOTION AND SECONDED BY COUNCILMAN

09:44:51 ZALUCKI.

09:44:51 PLEASE CALL THE ROLL.

09:44:54 >>George Zalucki: AYE.

09:44:55 >>Jim Ward: AYE.

09:44:56 >>Rafael Lopez: AYE.

09:44:58 >>Lori Fayhee: AYE.

09:45:00 >>Larry Fiesel: AYE.

09:45:01 >>Vice-Mayor Ribble: AYE.

09:45:02 >>Mayor McLain: AYE.

09:45:03 THE NEXT ITEM ON THE AGENDA IS 6C, VILLAGE WIDE TRAFFIC

09:45:08 STUDY CONTRACT.

09:45:10 STEVE, PLEASE INTRODUCE THIS ITEM.

09:45:12 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.

09:45:14 BY WAY OF BACKGROUND, DAVID WILLEMS, OUR DIRECTOR OF PUBLIC

09:45:18 WORKS AND CITY ENGINEER IS NOT HERE TODAY.

09:45:20 HE'S AT JURY DUTY.

09:45:23 HE'S EXCUSED, BUT I'LL BE PRESENTING ALONG WITH ANOTHER

09:45:27 MEMBER OF STAFF SOME OF HIS ITEMS.

09:45:32 IN THIS CASE, WHAT'S PROPOSED HERE IS A RENEWAL OF OUR

09:45:35 VILLAGEWIDE TRAFFIC STUDY.

09:45:38 AS THE COUNCIL IS AWARE, BUT FOR THE BENEFIT OF THE PUBLIC,

09:45:40 ONE OF THE REAL STRENGTHS THAT WE HAVE -- AND I REALLY HAVE

09:45:44 TO COMPLIMENT THE VILLAGE COUNCIL PAST AND PRESENT -- IS

09:45:49 THAT WE OPERATE UTILIZING A SERIES OF MASTER PLANS THAT HAVE

09:45:53 BEEN CONDUCTED FOR EVERY ONE OF OUR FUNCTIONAL AREAS OF

09:45:58 RESPONSIBILITY.

09:45:59 SO THE MASTER PLANS ARE VERY COMPREHENSIVE.

09:46:03 THERE IS A VERY SIGNIFICANT PUBLIC COMPONENT, AND THEY ARE

09:46:07 DRIVEN NOT BY ANYONE INTERNALLY BUT FROM OUTSIDE

09:46:14 PROFESSIONAL SOURCES.  
 09:46:15 WHAT THAT DOES IS GIVE THE VILLAGE COUNCIL AND THE COMMUNITY  
 09:46:18 A VERY GOOD IDEA OF WHAT SHOULD BE DONE IN A TIMELY WAY AND  
 09:46:24 PRIORITIZES PROJECTS THAT ARE FOR THE GOOD OF THE COMMUNITY  
 09:46:28 AND TAKES A LOT OF THE UNCERTAINTY AND POLITICAL DYNAMIC OUT  
  
 09:46:35 OF THE DECISION-MAKING PROCESS.  
 09:46:37 SO IT BECOMES A VERY PREDICTABLE AND UNDERSTANDABLE PROCESS  
 09:46:42 AS WE LINE UP PROJECTS.  
 09:46:44 BEING TEN YEARS OLD, WE'RE AT THAT TIME NOW WHERE WE'RE  
 09:46:50 BEGINNING TO UPDATE THESE MASTER PLANS.  
 09:46:53 JUST BY WAY OF BACKGROUND, AGAIN, WE HAVE A MASTER PLAN FOR  
 09:46:58 BIKE-PED, FOR PARKS AND OPEN SPACE, FOR STORMWATER.  
 09:47:04 THE COMPREHENSIVE PLAN, OF COURSE, ARE ALL PART OF OUR  
 09:47:09 MASTER PLANNING PROCESS.  
 09:47:11 SO IN THIS CASE, WE'RE PROPOSING AN UPDATE OF OUR ORIGINAL  
 09:47:17 TRANSPORTATION MASTER PLAN.  
 09:47:19 THE FIRST ONE WAS DONE BY KIMLEY-HORN, WHICH IS A NATIONAL  
 09:47:23 ACCOUNTING FIRM -- EXCUSE ME, ENGINEERING FIRM, AND IT  
 09:47:27 SERVED US WELL.  
 09:47:28 BUT, OF COURSE, TRAFFIC HAS CHANGED, AND WE'RE THINKING THAT  
 09:47:33 WE NEED TO FULLY UPDATE THIS PROJECT.  
 09:47:39 AS WE ALWAYS DO, WE HAVE GONE THROUGH THE PROCESS OF  
 09:47:43 SOLICITING FOR OUTSIDE FIRMS TO DO THIS WORK.  
 09:47:47 WE HAD THREE PROPOSALS AND THE VILLAGE STAFF TEAM THAT  
 09:47:53 LOOKED AT THESE RANKED THESE PROJECTS IN ORDER OF THEIR  
 09:48:00 ABILITY TO PERFORM THIS WORK IN A TIMELY WAY.  
 09:48:02 JOHNSON ENGINEERING, WHICH IS BASED IN THIS AREA, WAS  
 09:48:06 SELECTED, AND WE WOULD ASK A MOTION TO APPROVE THE JOHNSON  
 09:48:12 ENGINEERING CONTRACT ALONG WITH, AS PART OF THE MOTION, TO  
 09:48:18 APPROVE CONTINGENT ACCOUNT, WHICH IS OUR TYPICAL 10% OF THE  
  
 09:48:25 TOTAL CONTRACT OF \$249,480, CONTINGENCY OF 25,000, AND THEN  
 09:48:31 AUTHORIZE THE MANAGER TO PROCEED WITH THIS.  
 09:48:33 THE PROJECT WILL HAVE SEVERAL STEPS.  
 09:48:39 THE FIRST WILL BE A LOT OF ANALYSIS, TRAFFIC COUNTS, LOOKING  
 09:48:45 AT TRAFFIC FLOWS, BUT THEN THERE WILL ALSO BE A LOT OF  
 09:48:49 PUBLIC INPUT AND PUBLIC FORUMS WHERE PEOPLE CAN CONTRIBUTE  
 09:48:56 TO THE STUDY ITSELF.  
 09:48:58 WHAT WILL COME BACK IS KIND OF A RANKING OF PROJECTS THAT WE  
 09:49:07 NEED TO TRY TO MAINTAIN THE BEST POSSIBLE TRAFFIC MOVEMENTS  
 09:49:10 IN THE COMMUNITY.  
 09:49:11 THIS DOES NOT RESTRICT COUNCIL DECISION MAKING.  
 09:49:15 YOU WILL HAVE CATEGORIES OF NEEDS AND COUNCIL CAN PICK THE  
 09:49:21 TOP PRIORITY PROJECTS AS YOU SEE FIT, BUT AT LEAST YOU'LL  
 09:49:24 HAVE A BASIS OF DATA TO MAKE YOUR DECISIONS.  
 09:49:30 SO THIS COMES TO YOU WITH A RECOMMENDATION FOR APPROVAL.  
 09:49:36 >>Mayor McLain: DOES COUNCIL HAVE ANY QUESTIONS OF STEVE?

09:49:37 VICE-MAYOR.  
 09:49:40 >>Vice-Mayor Ribble: YEAH.  
 09:49:40 STEVE, UNDER TASK 2, UNDER DATA COLLECTION, THE TURNING  
 09:49:45 MOVEMENT COUNTS, THERE ARE 19 LOCATIONS LISTED HERE.  
 09:49:49 I WAS WONDERING IF WE COULD ADD ONE MORE.  
 09:49:53 THAT IS MEADOWBROOK AND COCONUT.  
 09:49:55 THAT'S ONE OF THE BIGGEST DEVELOPMENTS THAT HAVE  
 09:49:58 DIFFICULTIES MAKING LEFT TURNS TO GO EASTBOUND, AND OF ALL  
 09:50:02 OF COCONUT, IT WAS LEFT OUT.  
  
 09:50:03 IF WE COULD ADD THAT.  
 09:50:06 >>Steven Sarkozy: THAT'S GOOD.  
 09:50:08 >>Mayor McLain: COUNCILMAN ZALUCKI.  
 09:50:09 >>George Zalucki: THANK YOU, MAYOR.  
 09:50:11 VICE-MAYOR BROUGHT UP A GREAT POINT REGARDING SOME OF THE  
 09:50:16 STUDIES AND THE TASKS.  
 09:50:18 I WAS LOOKING AT THE TASKS AS WELL, AND I CAME UP WITH MAYBE  
 09:50:20 A POTENTIAL 21, WITH YOURS INCLUDED, JOANNE, THAT WOULD BE  
 09:50:25 22.  
 09:50:25 I ASKED THAT, FIRST, I WANTED TO KNOW THE DIFFERENCE BETWEEN  
 09:50:30 THE TASKS AND TASK 5 WHICH IS AN INTERSECTION ANALYSIS, BUT  
 09:50:34 IT RELATES BACK TO TASK 2.  
 09:50:38 TASK 5 OF THE ARTICLES HERE, IT SAYS CORKSCREW ROAD AND  
 09:50:43 BELLA TERRA AND CORKSCREW ROAD AND ESTERO CROSSING  
 09:50:47 BOULEVARD, WHICH IS BASICALLY CORKSCREW AND WILD BLUE, WHERE  
 09:50:51 WILD BLUE IS, BUT IT DOESN'T REFERENCE BACK TO TASK 2, THOSE  
 09:50:58 TWO INTERSECTIONS ARE NOT THERE.  
 09:50:59 I WANTED TO KNOW THE DIFFERENCE BETWEEN TASK 2 AND HOW THAT  
 09:51:03 ENGAGES WITH TASK 5, AND IF WE NEEDED TO ADD THE TWO  
 09:51:06 INTERSECTIONS TO TASK 2, STEVE, WHICH WOULD BE CORKSCREW AND  
 09:51:14 WILD BLUE, WHICH WOULD BE ESTERO CROSSING BOULEVARD AND  
 09:51:18 CORKSCREW AND BELLA TERRA BOULEVARD.  
 09:51:24 >>Steven Sarkozy: RATHER THAN LOOK AT WHERE IT SHOULD BE  
 09:51:27 STRUCTURED, I THINK WE SHOULD JUST ADD BOTH -- IF YOU HAVE  
 09:51:30 CONCERNS ABOUT THESE, WE'LL JUST ADD BOTH OF THE  
  
 09:51:32 INTERSECTIONS.  
 09:51:33 >>George Zalucki: FANTASTIC.  
 09:51:35 ONE MORE QUICK QUESTION REGARDING THE DATES, LOOKING AT THE  
 09:51:40 TIMELINES, IT SEEMS THAT THERE IS -- I JUST WANT TO BE CLEAR  
 09:51:44 ON THIS.  
 09:51:45 ARTICLE 2 OF THE AGREEMENT FOR ENGINEERING STATES THAT THE  
 09:51:50 WORK TO BE COMPLETE ON OR BEFORE JULY 1st, 2025, BUT THE  
 09:51:55 PROCESS TIMELINE INDICATES REPORT COMPLETED OCTOBER OF 2024.  
 09:52:01 THE FINAL REPORT IN ARTICLE 5 SAYS DECEMBER 31st, 2024.  
 09:52:05 I WANTED TO BE CLEAR ON WHEN THE REPORT WOULD BE COMPLETE.  
 09:52:13 >>Steven Sarkozy: THE INTENT IS TO HAVE THE WORK DONE THIS  
 09:52:15 CALENDAR YEAR.

09:52:17 AND IF THERE'S ADDITIONAL FEEDBACK AS A RESULT OF THE FINAL  
 09:52:21 REPORTS BEING SUBMITTED AND POSSIBLY THE NEED OF ADDITIONAL  
 09:52:26 ANALYSIS, THAT'S WHAT WOULD TAKE INTO THE FIRST HALF OF '25.  
 09:52:31 >>George Zalucki: OKAY.  
 09:52:33 THANK YOU.  
 09:52:33 THE LAST POINT I WOULD LIKE TO MAKE, MAYOR, I COMPLETELY  
 09:52:37 SUPPORT THIS MOTION, IF ONE IS MADE.  
 09:52:40 I THINK IT'S GOING TO SERVE THE COMMUNITY QUITE AS WELL.  
 09:52:45 AS A MATTER OF FACT, OUR ONLY TWO E-COMMENTS HAD TO DO WITH  
 09:52:48 TRAFFIC FLOW IN OUR COMMUNITY.  
 09:52:49 SO I THINK THAT THIS IS SOMETHING THAT'S GOING TO REALLY  
 09:52:52 BENEFIT ALL OF US IN ESTERO.  
 09:52:54 THANK YOU.

09:52:56 >>Mayor McLain: THANK YOU.  
 09:52:57 COUNCILMAN WARD.  
 09:52:57 >>Jim Ward: THANK YOU, JIM.  
 09:53:00 STEVE, TWO QUICK QUESTIONS.  
 09:53:01 ON THE FUNDING OF THE TRAFFIC STUDY, DID WE HAVE ANY  
 09:53:05 OPPORTUNITIES FOR GRANTS TO FUND THE STUDY?  
 09:53:09 >>Steven Sarkozy: REALLY, NO, WE DON'T.  
 09:53:11 THE GRANTS THAT ARE AVAILABLE REALLY SPEAK TO RESILIENCY.  
 09:53:19 AND THE ONLY GRANT THAT WE THINK MIGHT APPLY HERE WOULD BE A  
 09:53:23 GRANT GOING TO THE COUNTY FOR THEM TO IMPROVE THEIR TRAFFIC  
 09:53:27 CONTROL SYSTEM.  
 09:53:28 SO THIS STUDY WILL HELP US WITH THE COUNTY TO ADVOCATE FOR  
 09:53:33 CHANGES IN THE TRAFFIC CONTROL SYSTEM.  
 09:53:35 JUST TO GO BEYOND THAT, THE GRANTS THAT ARE AVAILABLE FOR  
 09:53:44 RESILIENCY WE THINK WILL HELP US WHEN IT COMES TO  
 09:53:48 REAUTHORIZING OUR STORMWATER MASTER PLAN BECAUSE WE'LL ADD  
 09:53:52 AN ELEMENT TO THE STORMWATER MASTER PLAN THAT TALKS ABOUT  
 09:53:56 RESILIENCY AND WHAT WE CAN DO TO CREATE ADDED PROTECTIONS AS  
 09:54:03 A RESULT OF EITHER SHEET FLOW FLOODING OR STORM SURGE.  
 09:54:08 BUT REALLY FOR TRAFFIC, I DON'T THINK THEY EXIST.  
 09:54:11 >>Jim Ward: SECOND PART OF THAT, IS THERE ANY OPPORTUNITY TO  
 09:54:14 GET FUNDING FROM DEVELOPERS WHO ARE GOING TO BENEFIT FROM  
 09:54:18 THIS TRAFFIC STUDY?  
 09:54:24 >>Steven Sarkozy: THE WAY THAT THE DEVELOPMENT COMMUNITY  
 09:54:26 PAYS IS THROUGH THEIR FAIR SHARE FOR IMPACT FEES.

09:54:30 AND AS WE APPLY IMPACT FEES BASED ON THE NUMBER OF TRIPS  
 09:54:37 THAT EACH PROJECT HAS, THAT'S SUPPOSED TO COVER THE COST OF  
 09:54:41 THIS KIND OF THING.  
 09:54:44 WE ALSO GET ROAD MONIES, STATE SHARED REVENUES FOR ROADS,  
 09:54:50 WHICH COVERS THIS AS WELL.  
 09:54:53 SO IT'S NOT ALL COMING OUT OF LOCAL TAXES.  
 09:54:57 >>Jim Ward: IT JUST STRUCK ME THAT WE HAVE TWO PRETTY LARGE  
 09:55:00 PROJECTS THAT ARE COMING DOWN THE PIKE IN THE NEXT YEAR OR

09:55:03 SO, AND I WOULD THINK THAT THIS TRAFFIC STUDY IS GOING TO BE  
 09:55:08 A SIGNIFICANT BENEFIT TO THOSE TWO PROPERTY OWNERS.  
 09:55:11 >>Steven Sarkozy: AS I MENTIONED IN A COUPLE OF  
 09:55:14 PRESENTATIONS, WE HAVE SOMEWHERE BETWEEN THREE AND FOUR  
 09:55:17 THOUSAND OF NEW HOUSING UNITS COMING, AND THAT'S AN IMPACT  
 09:55:22 TO OUR SYSTEM, BUT WHEN YOU COMPARE IT TO WHAT'S HAPPENING  
 09:55:27 OUTSIDE -- THREE OR FOUR THOUSAND IN THE COMMUNITY VERSUS  
 09:55:31 26,000 HOUSING UNITS OUT CORKSCREW, 8,000 NORTH ON THREE  
 09:55:38 OAKS PARKWAY, YOU KNOW, WHAT WE'RE DOING INTERNAL TO ESTERO  
 09:55:42 IS A DROP IN THE BUCKET COMPARED TO WHAT'S HAPPENING.  
 09:55:45 AND THAT'S THE KIND OF INFORMATION THAT WE NEED TO ANALYZE.  
 09:55:52 SO ADDING THE ANALYSIS ON CORKSCREW CERTAINLY APPROPRIATE  
 09:55:57 GIVEN THE VOLUME OF TRAFFIC THAT'S COMING OUT THAT WAY.  
 09:55:59 AS WELL AS NORTH AND SOUTH ON 41.  
 09:56:05 >>Jim Ward: THANK YOU.  
 09:56:05 >>Mayor McLain: ANY OTHER QUESTIONS?  
 09:56:06 COUNCILMAN FIESEL.  
  
 09:56:09 >>Larry Fiesel: FIRST OF ALL, THANK YOU FOR THE  
 09:56:10 CLARIFICATION OF THE TWO DIFFERENT DATES THAT I, TOO, HAD A  
 09:56:13 QUESTION ABOUT.  
 09:56:14 THIS TRAFFIC STUDY IS GOING TO INVOLVE OWNERSHIP OF -- THREE  
 09:56:19 DIFFERENT OWNERSHIPS OF ROADS WITHIN OUR COMMUNITY.  
 09:56:21 I'M ASSUMING THAT THE RECOMMENDATIONS COMING FORWARD FROM  
 09:56:26 THIS REPORT ARE GOING TO AFFECT TWO ROADS THAT HAVE  
 09:56:29 OWNERSHIP OUTSIDE OF OUR CONTROL.  
 09:56:32 DO WE JUST TAKE THAT TO THE STATE AND LEE COUNTY AND SAY YOU  
 09:56:36 NEED TO FIX OUR PROBLEMS?  
 09:56:37 OR HOW DO WE DEAL WITH THESE INTERSECTIONS AND ROADS THAT  
 09:56:41 DON'T BELONG TO US?  
 09:56:42 >>Steven Sarkozy: WELL, IT ACTUALLY IS FOUR JURISDICTIONS  
 09:56:45 BECAUSE WE ALSO HAVE THE FEDS COMING IN AND DOING WORK ON  
 09:56:50 I-75.  
 09:56:51 SO BY JULY OF THIS YEAR, THE PROJECT OF WIDENING I-75 FROM  
 09:56:58 CORKSCREW SOUTH WILL BEGIN, AND THAT WILL ALSO HAVE AN  
 09:57:03 IMPACT ON US.  
 09:57:06 BUT, YES, WE WOULD USE THE RESULTS OF THIS STUDY TO LOBBY,  
 09:57:10 IF YOU WILL, AND ADVOCATE FOR CHANGES IN THE SYSTEM.  
 09:57:16 AND THAT'S VERY MUCH PART OF THIS PROJECT.  
 09:57:20 >>Larry Fiesel: THANK YOU.  
 09:57:21 >>Mayor McLain: VICE-MAYOR.  
 09:57:23 >>Vice-Mayor Ribble: YEAH, ALONG THE LINE OF FUNDING, THIS  
 09:57:26 WAS AN INTERESTING COMMENT I HEARD AT A CONFERENCE FROM THE  
  
 09:57:29 SECRETARY OF TRANSPORTATION, FLORIDA SECRETARY OF  
 09:57:31 TRANSPORTATION.  
 09:57:31 WHERE HE SAID THAT THE PRESIDENT'S BUILD BACK BETTER BILL,  
 09:57:37 WHICH ALLOCATED SO MUCH MONEY TO FLORIDA, HAS NOT BEEN

09:57:42       ACCESSED BY ANYONE.  
 09:57:43       HE SAYS THE PROBLEM IS MUNICIPALITIES DON'T KNOW HOW TO DO  
 09:57:49       IT.  
 09:57:50       SO THEY HAVE SET UP AN OFFICE FOR MUNICIPALITIES TO BE ABLE  
 09:57:55       TO WORK THROUGH THE REGULATIONS AND THE PAPER WORK SO THEY  
 09:58:00       CAN ACCESS FUNDING FOR THE INDIVIDUAL MUNICIPALITIES, FOR  
 09:58:04       ROAD CONSTRUCTION.  
 09:58:05       I'M JUST PUTTING IT OUT THERE IF WHEN WE'RE READY, WE CAN GO  
 09:58:10       TO THE STATE AND SAY, HEY, WE WOULD LIKE TO KNOW WHAT WE CAN  
 09:58:14       GET FOR ESTERO.  
 09:58:16       >>Steven Sarkozy: THAT'S GOOD TO KNOW.  
 09:58:18       I'M NOT SURE HOW TO ACCESS THAT.  
 09:58:20       SO IF THE LEAGUE HAS INFORMATION, THAT WOULD BE GREAT.  
 09:58:22       LEAGUE OF CITIES.  
 09:58:25       >>Mayor McLain: ANY OTHER QUESTIONS?  
 09:58:26       I'VE GOT A COUPLE.  
 09:58:28       JUST MAYBE ONE POINT OF CLARIFICATION.  
 09:58:30       THIS IS A STUDY, AND IT DOESN'T MEAN THAT ANY OF THESE ARE  
 09:58:33       BEING IMPLEMENTED.  
 09:58:34       BUT FOR US TO DO FUTURE CAPITAL IMPROVEMENT PROGRAMS, WE  
 09:58:38       NEED TO UNDERSTAND WHERE IS THE MOST URGENT NEED.  
  
 09:58:43       FROM A PUBLIC STANDPOINT, JUST BECAUSE WE'RE DOING THIS  
 09:58:46       STUDY AND IT'S GOING TO BE DONE IN THE SEPTEMBER, BY THE END  
 09:58:49       OF THE YEAR POSSIBLY, THEN WE WILL HAVE TO TAKE THAT UNDER  
 09:58:52       ADVISEMENT AND AT THAT POINT TAKE A LOOK AT OUR CAPITAL  
 09:58:54       IMPROVEMENT PROGRAM AND THEN GO FORWARD.  
 09:58:57       SO THIS IS NOT AN IMMEDIATE FIX TO CURRENT PROBLEMS.  
 09:59:00       I WENT THROUGH THIS IN SOME DETAIL.  
 09:59:03       IT'S PRETTY COMPLEX, AND I THINK TWO COUNCIL MEMBERS POINT  
 09:59:09       OUT THERE MAY BE A FEW INTERSECTIONS DONE.  
 09:59:11       SO I JUST WANT TO MAKE SURE THAT AS WE MOVE FORWARD THAT  
 09:59:14       DAVID AND GROUP TOUCH EVERY INTERSECTION.  
 09:59:17       THE ONE I WAS THINKING ABOUT IS AT THE PRESERVE WHERE YOU  
 09:59:20       LIVE.  
 09:59:22       MAYBE I DIDN'T SEE IT IN HERE.  
 09:59:24       IS IT IN THERE?  
 09:59:25       OKAY.  
 09:59:26       GOOD.  
 09:59:26       THE OTHER AREA, WHEN I LOOK AT THE TURNING MOVEMENT COUNTS,  
 09:59:33       I'M CONCERNED ON THOSE INTERSECTIONS WHERE WE DON'T HAVE  
 09:59:37       LIGHTS, A GOOD EXAMPLE OF THAT IS -- ON ESTERO PARKWAY.  
 09:59:41       THE RESERVE AND THE CASCADE HAVE AN INTERSECTION WHERE THEY  
 09:59:46       BOTH COME OUT OF THEIR DEVELOPMENTS HEAD ON AND THEY HAVE TO  
 09:59:48       MAKE TURNS.  
 09:59:49       I WOULD LIKE TO KNOW THE TURNING RATIO AND COUNTS FOR THAT  
 09:59:54       IN THAT COMPLEX, NOT JUST THE LEFT-HAND TURN OR A RIGHT-HAND



09:59:58 TURN, WHERE YOU HAVE TWO CARS COMING TOGETHER, IT WOULD BE  
 10:00:01 INTERESTING TO SEE HOW OFTEN THOSE CONFLICT POINTS ARE  
 10:00:06 THERE.  
 10:00:08 OBVIOUSLY, 41 IS A BIG -- GOT SOME BIG PROBLEMS IN THERE.  
 10:00:13 OTHER THAN THAT IT LOOKS COMPREHENSIVE.  
 10:00:17 I THINK YOU BUILT IN REVIEW BECAUSE I THINK ALL COUNCIL  
 10:00:20 MEMBERS HERE WANT TO BE KEPT UP TO WHAT'S -- TO WHAT THE  
 10:00:25 PRELIMINARY RESULTS LOOK LIKE IN THERE.  
 10:00:27 I THINK IF THERE ARE ANY QUESTIONS, HOPEFULLY WE CAN BRING  
 10:00:29 IT BACK TO COUNCIL FOR CLARIFICATION AND SEE IF WE'VE GOT  
 10:00:32 EVERYTHING DONE.  
 10:00:33 THERE WILL BE MEETINGS I BELIEVE ALSO IN HERE.  
 10:00:36 WE'LL GET SOME GOOD PUBLIC COMMENT ON THIS ALSO.  
 10:00:39 GEORGE INDICATED WE HAD TWO E-COMMENTS, I THINK, AT THIS.  
 10:00:47 AND THEY WERE LEGITIMATE CONCERNS.  
 10:00:50 IF THEY ARE LISTING, HOPE THEY REALIZE WE HONOR THOSE, BUT  
 10:00:55 IT'S NOT AN IMMEDIATE FIX.  
 10:00:58 AS STEVE INDICATED WITH THE MULTITUDES, TENS OF THOUSANDS OF  
 10:01:04 HOMES BEING BUILT, JUST EAST OF US COMING BACK INTO OUR  
 10:01:08 AREA, TRAFFIC STUDY IS EXTREMELY IMPORTANT FOR US.  
 10:01:14 IF THERE ARE NO FURTHER QUESTIONS, DO WE HAVE ANYONE SIGNED  
 10:01:17 UP TO SPEAK FROM THE PUBLIC?  
 10:01:18 >>Carol Sacco: NO, MAYOR, BUT WE DO HAVE THE TWO E-COMMENTS  
 10:01:21 THAT YOU RECEIVED YESTERDAY.  
 10:01:22 >>Mayor McLain: OKAY.  
  
 10:01:22 GREAT.  
 10:01:23 I WILL NOW TAKE A MOTION TO APPROVE THIS MOVING FORWARD.  
 10:01:28 OUR VICE-MAYOR HAS APPROVED IT AND SECONDED BY COUNCILMEMBER  
 10:01:32 WARD.  
 10:01:33 >>Robert Eschenfelder: MAYOR, IF I MAY, IF IT'S ALL RIGHT  
 10:01:36 WITH THE MAKER AND SECONDER OF THE MOTION, BECAUSE COUNCIL  
 10:01:40 HAS ADDED SOME INTERSECTIONS, WHEN YOU LOOK AT OUR  
 10:01:43 SOLICITATION, WE SOLICITED FOR THE LIST THAT WE SOLICITED  
 10:01:46 FOR, AND THAT'S WHAT THE COMMUNITY DID.  
 10:01:50 I WOULD ASK IF IT WOULD BE OKAY WITH COUNCIL IF IN THE FORM  
 10:01:54 OF THE MOTION LISTED IN THE AGENDA WE ADD ANOTHER PROVISION  
 10:01:57 THAT SAYS, AUTHORIZE THE MANAGER TO EXECUTE AN AMENDMENT TO  
 10:02:01 THE AGREEMENT TO ADD THE LOCATIONS ADDED BY COUNCIL.  
 10:02:05 THAT WAY WE CAN GET THE AGREEMENT SIGNED TODAY.  
 10:02:07 THEY CAN GET WORKING ON WHAT THEY ARE WORKING ON AND WE  
 10:02:10 DON'T HAVE TO COME BACK FOR THAT AMENDMENT.  
 10:02:11 >>Vice-Mayor Ribble: I'LL AGREE TO THAT AMENDMENT.  
 10:02:14 >>Mayor McLain: THE SECONDER WOULD BE AMENDED TO THAT ALSO.  
 10:02:18 MADAM CLERK, WOULD YOU PLEASE TAKE THE ROLL?  
 10:02:22 >>Larry Fiesel: AYE.  
 10:02:23 >>Lori Fayhee: AYE.  
 10:02:25 >>Rafael Lopez: AYE.

10:02:26 >>Jim Ward: AYE.  
 10:02:28 >>George Zalucki: AYE.  
 10:02:29 >>Vice-Mayor Ribble: AYE.  
  
 10:02:30 >>Mayor McLain: AYE.  
 10:02:31 NEXT ON THE AGENDA IS 6D, RIGHT-OF-WAY ACQUISITION SERVICES  
 10:02:37 CONTRACT.  
 10:02:37 STEVE, WOULD YOU PLEASE INTRODUCE?  
 10:02:40 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.  
 10:02:42 PROPOSED HERE IS AN AGREEMENT WITH AN OUTSIDE FIRM TO HELP  
 10:02:47 US WITH ACQUISITION OF ROAD AND UTILITY RIGHTS-OF-WAY.  
 10:02:52 IN THIS PROCESS OF OPERATING A COMMUNITY OF OUR SIZE UNDER  
 10:03:01 THE GOVERNMENT LIGHT APPROACH, UNDER ANY APPROACH, THERE ARE  
 10:03:05 SMALL, LITTLE ADMINISTRATIVE DETAILS THAT ARE REALLY  
 10:03:08 PROBLEMATIC FOR US.  
 10:03:09 EARLY IN OUR DEVELOPMENT PURCHASING SERVICES WAS A PROCESS  
 10:03:14 WHERE WE HAD TO ACTUALLY BRING IN EXPERTISE BECAUSE OF THE  
 10:03:18 COMPLICATED RULES OF GOVERNMENT PURCHASING.  
 10:03:20 THERE HAVE BEEN A COUPLE OF OTHERS LIKE THIS THAT ARE REAL  
 10:03:26 OBSTACLES TO US OPERATING EFFICIENTLY.  
 10:03:28 THIS IS ONE AREA WHERE IT IS PARTICULARLY DIFFICULT AND  
 10:03:35 TIME-CONSUMING FOR LIMITED STAFF TO GET THIS KIND OF THING  
 10:03:38 DONE.  
 10:03:38 SO WHAT'S INVOLVED HERE IS WHEN WE GO OUT AND DO A PROJECT,  
 10:03:42 WE NEED TO ACQUIRE RIGHTS-OF-WAY OR EASEMENTS FOR EITHER  
 10:03:48 UTILITIES OR A ROAD, AND WE EITHER BUY THOSE OR WE ASK THAT  
 10:03:53 THEY BE DONATED.  
 10:03:54 IN MOST OF THE CASES, WE ASK THAT THEY BE DONATED FOR THE  
 10:03:57 GOOD OF THE COMMUNITY AND THE GOOD OF THE PROPERTY THAT'S  
  
 10:04:01 ADJACENT.  
 10:04:02 WE HAVE AN OBJECTIVE TO TRY TO GET THAT SECURED, AND WE  
 10:04:08 CAN'T PROCEED WITH OUR PROJECT LEGALLY UNTIL WE HAVE A LEGAL  
 10:04:14 ABILITY TO GO ON THE PROJECT.  
 10:04:16 WELL, WHILE WE MAY BE MOTIVATED TO GET THIS DONE, OFTENTIMES  
 10:04:20 THE PROPERTY OWNERS ARE NOT.  
 10:04:21 SO IT TAKES AN INCREDIBLE AMOUNT OF TIME AND EFFORT TO  
 10:04:25 CONSTANTLY GO BACK AND TRY TO NEGOTIATE SOME OF THOSE  
 10:04:34 EFFORTS.  
 10:04:34 WHAT WE'RE TRYING TO DO HERE IS BRING A GROUP ON BOARD THAT  
 10:04:38 DOES THIS AS THEIR SPECIALTY.  
 10:04:41 AND WHAT WE'RE DOING IN THIS CASE IS PIGGY BACKING ON A  
 10:04:47 SERVICE THAT WAS SECURED BY A PROPERLY PROCESSED PURCHASING  
 10:04:54 AGREEMENT OUT IN COLLIER COUNTY.  
 10:04:57 AND THE PIGGYBACK LAWS WITHIN THE STATE OF FLORIDA ALLOW US  
 10:05:01 TO PIGGYBACK ON THEIR PROCESS AND UTILIZE THEIR PROCESS TO  
 10:05:08 SECURE AN ADMINISTRATIVE SERVICE.  
 10:05:11 SO THIS COMES TO YOU WITH A RECOMMENDATION FOR APPROVAL AND

10:05:15 IS AN OPPORTUNITY FOR US TO USE THIS OUTSIDE FIRM THAT DOES  
 10:05:19 NOTHING BUT SPECIALIZE IN APPRAISALS.  
 10:05:23 AND THE ACQUISITION PROCESS THAT COMES UP TO ALL OF THE  
 10:05:30 LEGAL STANDARDS THAT ARE NECESSARY.  
 10:05:31 THIS WORK WOULD BE PERFORMED UNDER THE GUIDANCE OF OUR  
 10:05:36 PUBLIC WORKS STAFF, DAVID AND ROBERT WILEY, AS WELL AS BOB  
 10:05:39 ESCHENFELDER.

10:05:40 WE DO HAVE OTHER ALTERNATIVES WHEN IT COMES TO THE  
 10:05:45 ACQUISITION OF PROPERTY THAT INCLUDES CONDEMNATION.  
 10:05:50 WE HAVEN'T GONE TO THAT LEVEL.  
 10:05:52 WE CAN.  
 10:05:55 BUT IT'S JUST REALLY MORE OF A TIME-CONSUMING PROCESS, AND  
 10:05:59 WE WOULD LIKE TO TAKE THIS SOFTER NEGOTIATION APPROACH  
 10:06:03 RATHER THAN BE HEAVY-HANDED.  
 10:06:05 SO IT COMES TO YOU WITH A RECOMMENDATION FOR APPROVAL.  
 10:06:10 THE AMOUNT OF MONEY NECESSARY WILL VARY DEPENDING UPON A  
 10:06:15 PROJECT, BUT ALL OF THE COSTS THAT WE HAVE REGARDING  
 10:06:18 ACQUISITION, INCLUDING THE NEGOTIATIONS AND THE PURCHASE OR  
 10:06:26 CREATING OPTIONS FOR THE RIGHT-OF-WAY GOES INTO THE PROJECT  
 10:06:28 BUDGET.  
 10:06:29 AS YOU APPROVE A PROJECT, WE WOULD INCLUDE THIS AS A COST IN  
 10:06:37 THAT PROJECT BUDGET.  
 10:06:42 >>Mayor McLain: THANK YOU, STEVE.  
 10:06:43 DOES COUNCIL HAVE ANY QUESTIONS?  
 10:06:45 >>Larry Fiesel: I HAVE A CLARIFICATION.  
 10:06:46 IN PART OF WHAT WE HAVE IN OUR AGENDA, IT CALLS IT FLORIDA  
 10:06:51 ACQUISITION SERVICES.  
 10:06:53 IN OTHER PLACES IT CALLS IT FLORIDA ACQUISITION AND  
 10:06:55 APPRAISAL.  
 10:06:56 ARE THEY ONE COMPANY WITH TWO NAMES?  
 10:07:00 THERE'S NOT A CONSISTENCY BETWEEN THE NAMES.  
 10:07:03 AND THE AGREEMENT THAT CALLS IT ACQUISITION AND APPRAISAL.

10:07:10 CAN WE HAVE THE SAME NAME IN ALL OF OUR DOCUMENTS?  
 10:07:13 OR ARE THERE TWO DIFFERENT COMPANIES HERE?  
 10:07:15 >>Steven Sarkozy: NO.  
 10:07:17 TO MY KNOWLEDGE, ONE COMPANY, FLORIDA ACQUISITION AND  
 10:07:20 APPRAISAL.  
 10:07:21 >>Larry Fiesel: ONE HERE CALLS IT ACQUISITION SERVICES.  
 10:07:24 CLARIFICATION FOR ME, BECAUSE I THINK -- I WASN'T SURE  
 10:07:29 EXACTLY WHAT I HEARD YOU SAY.  
 10:07:32 ARE WE PIGGYBACKING ON THE COLLIER COUNTY AGREEMENT WITH  
 10:07:36 THESE PEOPLE?  
 10:07:37 >>Robert Eschenfelder: YES, THAT'S CORRECT.  
 10:07:38 >>Larry Fiesel: WE'RE NOT ACTUALLY CONTRACTING WITH THEM  
 10:07:41 DIRECT, BUT PIGGYBACKING WITH --  
 10:07:43 >>Steven Sarkozy: WELL, WHEN YOU PIGGYBACK, YOU'RE RELYING

10:07:46 ON THE PURCHASING PROCESS THAT COLLIER COUNTY IN THIS CASE  
 10:07:51 WENT THROUGH TO SOLICIT, TO EVALUATE, AND THEN SECURE  
 10:07:55 SERVICES.  
 10:07:56 THAT PROCESS, ONCE APPROVED FOR COLLIER COUNTY, IS SOMETHING  
 10:07:59 THAT WE CAN PIGGYBACK ON AND BEING AN APPROVED CONTRACT  
 10:08:04 THAT'S BEEN VETTED AND SO FORTH, ALLOWS US TO AVOID THE  
 10:08:10 COMPLICATED AND TIMELY PROCESS THAT YOU HAVE TO GO THROUGH  
 10:08:14 TO SECURE SERVICES.  
 10:08:17 >>Robert Eschenfelder: BUT WE ARE DIRECTLY STEPPING INTO A  
 10:08:20 CONTRACTUAL RELATIONSHIP WITH THE COMPANY.  
 10:08:24 COLLIER COUNTY IS NOT INVOLVED.

10:08:25 AS THE MANAGER INDICATES, THIS IS REALLY A WAY UNDER OUR  
 10:08:28 PROCUREMENT RULES WE WOULD HAVE HAD TO COMPETITIVELY SOLICIT  
 10:08:32 FOR THIS.  
 10:08:32 BUT SINCE THERE'S ONE SITTING OUT THERE THAT COLLIER FAIRLY  
 10:08:36 RECENTLY ALREADY COMPETITIVELY SOLICITED, WE'RE STEPPING  
 10:08:38 INTO THAT CONTRACT, AND WE CAN DO THAT AS LONG AS WE'RE  
 10:08:42 WILLING TO INHERIT ALL OF THE TERMS AND CONDITIONS THAT  
 10:08:46 COLLIER -- YEAH, SO REALLY YOU CHANGE THE NAME.  
 10:08:50 WE CAN TWEAK THINGS, LIKE WHERE DOES THE INVOICE GO.  
 10:08:54 THE CORE TERMS, RATES NEGOTIATED, WE HAVE TO AGREE TO THAT.  
 10:08:57 COLLIER DID A GOOD JOB.  
 10:08:59 I REVIEWED IT ALL AND DRAFTED A PIGGYBACK AGREEMENT.  
 10:09:03 THE NAME IS FLORIDA ACQUISITION AND APPRAISAL, INCORPORATED,  
 10:09:05 WHICH IS IN THE CONTRACT.  
 10:09:07 >>Larry Fiesel: THANK YOU.  
 10:09:08 >>Mayor McLain: ANY OTHER QUESTIONS?  
 10:09:11 >>George Zalucki: THANK YOU, MAYOR.  
 10:09:14 STEVE, THANK YOU FOR THIS.  
 10:09:14 ONE QUICK QUESTION REGARDING THE COST OF SERVICES.  
 10:09:18 I KNOW THAT YOU SAID THE COSTS ARE GOING TO BE BLENDED INTO  
 10:09:21 EACH ONE OF OUR PROJECTS, HOWEVER IT LOOKS LIKE THROUGH THE  
 10:09:26 ATTACHMENTS THERE IS A COST OF SERVICES HOURLY RATE  
 10:09:29 SCHEDULE.  
 10:09:30 IN THE FIRST ATTACHMENT I'M LOOKING AT IN THE RFP,  
 10:09:35 EVERYTHING IS BLANK, HOWEVER FURTHER IN THE PACKET IT LOOKS

10:09:39 LIKE THERE IS AN EXHIBIT HERE THAT SHOWS AN HOURLY RATE WITH  
 10:09:43 THE PRINCIPAL PROJECT MANAGER, REAL ESTATE APPRAISER WITH  
 10:09:46 THE HOURLY RATE.  
 10:09:48 WOULD WE BE PAYING THE SAME HOURLY RATE THAT IS SHOWN ON  
 10:09:52 PAGE 14 OF 70 OF EXHIBIT PACKAGE?  
 10:09:57 >>Robert Eschenfelder: YES.  
 10:09:58 THAT IS THE RATE THAT COLLIER NEGOTIATED, THAT'S THE RATES  
 10:10:01 WE AGREE.  
 10:10:05 >>Larry Fiesel: YOU HAVE THREE INTERSECTIONS HERE.  
 10:10:06 THAT YOU'RE GOING TO DO UNDER THE FIRST CONTRACT.

10:10:14 CAN YOU BRING ME AN UP-TO-DATE WITH AN INTERSECTION THAT'S  
 10:10:17 VERY CLOSE TO BOTH?  
 10:10:21 COUNCILMEMBER RIBBLE AND MYSELF BECAUSE WE GET CONSTANTLY  
 10:10:25 E-MAILS ABOUT ILLEGAL LEFT TURNS COMING OUT OF WALGREENS OR  
 10:10:28 DRIVING OVER THE MEDIAN IN THE MIDDLE OF THE ROAD.  
 10:10:30 IT'S NOT ON HERE.  
 10:10:32 I WOULD SURE LIKE TO SEE THAT, UNLESS WE ALREADY  
 10:10:35 ACCOMPLISHED WHAT WE WANT TO DO IN THAT INTERSECTION, BUT I  
 10:10:37 WOULD LIKE TO SEE THAT PUT ON HERE.  
 10:10:39 >>Steven Sarkozy: NOTED.  
 10:10:41 I CAN'T TELL YOU EXACTLY WHERE WE'RE AT WITH THE ACQUISITION  
 10:10:44 PROCESS FOR THE RIGHTS-OF-WAY NECESSARY ON THE NORTH SIDE OF  
 10:10:49 THAT STREET, WILLIAMS AT 41.  
 10:10:54 I KNOW THAT THERE HAVE BEEN A NUMBER OF DISCUSSIONS.  
 10:10:56 >>Robert Eschenfelder: MR. WILEY IS HERE.  
  
 10:10:59 I THINK HE IS ABLE TO --  
 10:11:01 >>Steven Sarkozy: THANKS.  
 10:11:02 ROBERT WILEY IS ON OUR STAFF.  
 10:11:04 ROBERT WORKS PART TIME BUT HAS A 35-YEAR HISTORY OF WORKING  
 10:11:12 FOR COLLIER COUNTY, RETIRED.  
 10:11:14 HE LIVES OUT EAST CORKSCREW.  
 10:11:16 SO THIS IS A GREAT OPPORTUNITY FOR HIM TO COME TO US.  
 10:11:21 IN COLLIER COUNTY, HE WORKED ON A LOT OF TRANSPORTATION  
 10:11:25 PROJECTS AND A LOT OF UTILITY PROJECTS AND IS ALSO WELL  
 10:11:30 VERSED ON STORMWATER AND THE FEMA ISSUES.  
 10:11:35 YOU'VE SEEN ROBERT AROUND, BUT THAT'S A GENERAL INTRODUCTION  
 10:11:39 OF HIM TO THE PUBLIC.  
 10:11:42 >>Mayor McLain: WELCOME TO OUR MEETING.  
 10:11:43 >> AS FAR AS THE RIGHT-OF-WAY ACQUISITIONS THAT WE'RE  
 10:11:50 WORKING ON ON WILLIAMS ROAD, I'VE BEEN WORKING WITH THE  
 10:11:53 PROPERTY OWNERS ON THE NORTH SIDE, BOTH THE WALGREENS  
 10:11:56 PROPERTY AS WELL AS THE ESTERO LIFE CARE CENTER.  
 10:11:59 BASICALLY IT'S A VERY SLOW PROCESS, BUT I'VE GOTTEN THE  
 10:12:02 WALGREENS PROPERTY OWNER TO AGREE TO THE CONCEPTS.  
 10:12:05 THEY ARE READY TO GO FORWARD.  
 10:12:07 WORKING WITH THE ATTORNEYS WHO REPRESENT LIFE CARE CENTER.  
 10:12:10 TWO WEEKS AGO, WE WERE TALKING AND THEY CAME UP WITH SOME  
 10:12:14 QUESTIONS.  
 10:12:14 I'M GETTING ANSWERS TO THOSE AND BACK.  
 10:12:16 WE ADVANCED FROM NOT COMMUNICATING AT ALL FOR SEVERAL MONTHS  
  
 10:12:19 TO THE POINT WE'RE ALMOST READY TO HAVE THEM SHAKE THEIR  
 10:12:24 HEAD UP AND DOWN.  
 10:12:25 >> HOW ABOUT FOUNTAIN LAKES?  
 10:12:28 THEY TURNED US DOWN ON THAT REQUEST.  
 10:12:30 HAVE WE WORKED THINGS OUT WITH THEM?  
 10:12:33 FOUNTAIN LAKES, THE RESIDENTIAL COMMUNITY TO THE SOUTH.

10:12:36 >> THAT'S ON THE SOUTH SIDE.  
 10:12:38 SO WHAT WE'RE LOOKING AT IS IF WE CAN NARROW THE SOUTH SIDE  
 10:12:42 DOWN, NOT REALLY HAVE MUCH ENCROACHMENT, ONCE WE GET THE TWO  
 10:12:46 ON THE NORTH SIDE, WE GO BACK TO FOUNTAIN LAKES, VERY MINOR  
 10:12:49 COMPARED TO THE IMPACTS ON THE NORTH SIDE.  
 10:12:51 >>Larry Fiesel: SO WE HAVE MOVEMENT.  
 10:12:53 >> WE'RE MOVING FORWARD.  
 10:12:55 >>Larry Fiesel: BECAUSE I KNOW THAT WE BOTH PROBABLY RECEIVE  
 10:12:58 E-MAILS WEEKLY ABOUT SOMEBODY THAT HAD A NEAR-DEATH  
 10:13:01 EXPERIENCE THERE.  
 10:13:03 I WOULD LIKE TO SEE US MOVE FORWARD WITH THAT.  
 10:13:05 >> YES, SIR.  
 10:13:05 >>Larry Fiesel: THANK YOU.  
 10:13:06 >>Steven Sarkozy: ALSO BEEN A SUGGESTION THAT WE NEED TO PUT  
 10:13:10 IN MORE PERMANENT LANE BARRIERS TO AVOID PEOPLE SOUTHBOUND  
 10:13:17 TURNING LEFT ONTO WILLIAMS RIGHT AT THE WALGREENS.  
 10:13:21 >>Larry Fiesel: THEY JUST DRIVE OVER THEM.  
 10:13:24 >> THEY DRIVE OVER THE YELLOW THINGS?  
 10:13:26 >> YES.  
  
 10:13:27 >>Vice-Mayor Ribble: ALSO, IF WE COULD ASK THE SHERIFF'S  
 10:13:30 DEPARTMENT TO SPOT CHECK THAT AREA, TOO.  
 10:13:35 >>Rafael Lopez: ALSO HAVE A LOT OF TRAFFIC GOING INTO THE  
 10:13:38 CHURCH AND THE SCHOOL THERE, THE DAY CARE, SO THERE'S A LOT  
 10:13:41 OF TRAFFIC GOING, IF YOU'RE GOING SOUTH AND THE LIGHT TURNS  
 10:13:47 RED, THEY GO THAT WAY AND IT CREATES A LOT OF PROBLEM WITH  
 10:13:51 THE CHURCH THERE AND THE DAY CARE THERE.  
 10:13:54 >> AS FAR AS THE IMPROVEMENTS THAT ARE PROPOSED ON WILLIAMS  
 10:13:56 ROAD ITSELF, TURNING INTO ATLANTIC WON'T REALLY BE MUCH OF  
 10:14:00 AN OPTION WHEN WE'RE DONE WITH IT.  
 10:14:02 WE'LL ELIMINATE A LOT OF IT.  
 10:14:05 I WON'T SAY ALL OF IT BECAUSE YOU NEVER SAY NEVER TO  
 10:14:07 SOMEBODY IN A CAR, BUT THE INTENTION IS TO NOT ALLOW THAT  
 10:14:10 MOVEMENT TO OCCUR.  
 10:14:15 >>Mayor McLain: THANK YOU.  
 10:14:16 I THINK THE PIGGYBACK CONCEPT IS A GREAT CONCEPT FOR US TO  
 10:14:23 UTILIZE IN THIS PARTICULAR CASE.  
 10:14:25 GEORGE MAY HAVE MENTIONED.  
 10:14:29 I AM A LITTLE CONCERNED ABOUT WHAT THE REAL COST OF THESE  
 10:14:33 SERVICES ARE GOING TO BE.  
 10:14:34 I KNOW WE CAN JUST ROLL IT INTO EACH CAPITAL IMPROVEMENT  
 10:14:38 PROJECT.  
 10:14:39 THE PROBLEM IS HOW MUCH AND HAVING TO INCREASE THE BUDGETS  
 10:14:45 FOR EVERY CAPITAL IMPROVEMENT PROJECT THAT'S ON THIS LIST.  
 10:14:49 I'M NOT REALLY SURE -- I DON'T THINK YOU CAN ADDRESS THAT,  
  
 10:14:54 BUT I THINK THAT'S A CONCERN WE ALL WOULD HAVE.  
 10:14:58 WE DON'T WANT TO WRITE A BLANK CHECK FOR THIS COMPANY TO

10:15:02 SPEND TONS OF ENERGY ON THIS AND THE COSTS KEEP GOING UP.  
 10:15:06 >>Robert Eschenfelder: MAYOR, IF I COULD MAYBE SPEAK TO  
 10:15:08 THAT.  
 10:15:09 AS THE MANAGER INDICATES, EVERY ONE OF YOUR PROJECTS HAS A  
 10:15:13 PROJECT BUDGET AND LAND ACQUISITION OR EASEMENT RIGHT-OF-WAY  
 10:15:18 ACQUISITION IS ALREADY BAKED INTO THAT.  
 10:15:20 SO WHEN YOU APPROVE EACH OF THESE, YOU'RE ALREADY SETTING  
 10:15:25 THE POT AND DIRECTOR WILLEMS AND HIS FOLKS KNOW WHAT THAT  
 10:15:29 POT IS AND THEY ARE THE ONES THAT ARE GIVING THE  
 10:15:31 ASSIGNMENTS.  
 10:15:32 WHAT I WILL SAY TO YOU, THOUGH, IS THAT THIS OPTION IS  
 10:15:37 ACTUALLY LIKELY TO MAYBE EVEN SAVE THE VILLAGE MONEY BECAUSE  
 10:15:42 IN A LOT OF INSTANCES MR. WILEY IS HAVING TO TURN TO MY FIRM  
 10:15:48 AND I DO NOT BILL AT THESE LOW RATES TO DO WHAT THIS COMPANY  
 10:15:53 WOULD DO.  
 10:15:54 BECAUSE A LOT OF IT, IT REALLY ISN'T THE PRACTICE OF LAW.  
 10:15:57 IT'S HUNTING THESE PEOPLE DOWN, ANSWERING ALL OF THEIR  
 10:16:02 CONCERNS AND QUESTIONS, GETTING THEM TO A YES AND EVEN  
 10:16:05 FINDING OUT WHO THE REAL OWNER IS.  
 10:16:08 SOMETIMES YOU HAVE AN LLC THAT IS ANOTHER LLC.  
 10:16:11 I JUST WANT TO GIVE A PLUG FOR MR. WILEY BECAUSE MY OFFICE  
 10:16:15 IS A FEW DOORS AWAY FROM HIM.  
 10:16:17 HE REALLY WORKS EVERY TIME I HEAR HIM HE'S ON THE PHONE WITH  
  
 10:16:21 HIS GENTLEMANLY MANNER OF TRYING TO GET, DO THE VILLAGE GOOD  
 10:16:27 WORK.  
 10:16:27 BUT IT'S A PROCESS.  
 10:16:28 IT'S A REAL PROCESS.  
 10:16:29 SO THE RATES THAT YOU'RE GETTING WITH THIS COMPANY ARE  
 10:16:32 ACTUALLY LOWER THAN IF YOU ARE USING A LAW FIRM TO DO IT.  
 10:16:37 AND OUTSIDE OF A COMPANY LIKE THIS, THERE'S REALLY NOBODY  
 10:16:39 ELSE THAT CAN DO IT BECAUSE YOU HAVE TO BE ABLE TO SPEAK TO  
 10:16:42 THE QUESTIONS THAT THESE OWNERS HAVE.  
 10:16:45 I THINK IT'S AN EFFICIENT THING.  
 10:16:46 AGAIN, I DON'T THINK IT IS A BLANK CHECK BECAUSE DIRECTOR  
 10:16:50 WILLEMS KNOWS, HERE IS MY BUCKET FOR LAND ACQUISITION FOR  
 10:16:53 THIS PROJECT.  
 10:16:53 AS I GIVE ASSIGNMENTS TO THIS COMPANY TO DO THAT, I'M  
 10:16:57 MONITORING THAT.  
 10:16:57 AND IF IT LOOKS LIKE I'M NOT GETTING A BANG FOR THE BUCK,  
 10:17:01 I'M GOING TO HAVE TO FIGURE SOMETHING ELSE OUT.  
 10:17:03 I DON'T KNOW IF THAT ADDRESSES YOUR CONCERN OR NOT.  
 10:17:05 >>Mayor McLain: IT SOUNDS GOOD.  
 10:17:07 I WOULD JUST SAY FOR COUNCIL NEEDS, AS WE MOVE THROUGH THIS  
 10:17:13 PROCESS, WHICH COULD BE RELATIVELY LENGTHY, THAT WE'LL HAVE  
 10:17:17 DAVID COME BACK AND UPDATE US ON PROGRESS THAT HE'S MAKING  
 10:17:20 SO WE UNDERSTAND, BECAUSE IT COULD GO TO THE POINT WHERE  
 10:17:23 YOU'VE GOT A PROJECT, WE HAVE LANDOWNERS THAT SAY NO, AND

10:17:28 THEN WE USE YOUR OPTION THAT YOU BROUGHT UP ABOUT

10:17:31 CONDEMNATION.

10:17:31 SO I THINK WE JUST NEED TO STAY ON TOP OF THESE BECAUSE

10:17:35 THESE ARE EXPENSIVE PROJECTS AND WE WANT TO MAKE SURE WE GET

10:17:39 THESE THINGS IMPLEMENTED AND THAT THEY DON'T GO ON FOR

10:17:43 NUMEROUS YEARS.

10:17:44 IT CAN GET COMPLEX.

10:17:50 ANY OTHER COUNCIL COMMENTS?

10:17:52 IF NOT, DO WE HAVE ANY PUBLIC TO SPEAK?

10:17:58 >>Carol Sacco: WE HAVE NO PUBLIC COMMENT AND NO E-COMMENTS.

10:18:07 [VIDEO STOPPED]

10:18:29 >>Mayor McLain: HAS MADE THE MOTION AND IT'S BEEN SECONDED

10:18:32 BY COUNCILMAN LOPEZ.

10:18:33 MADAM CLERK, WOULD YOU PLEASE TAKE THE ROLL?

10:18:37 >>George Zalucki: AYE.

10:18:38 >>Jim Ward: AYE.

10:18:40 >>Rafael Lopez: AYE.

10:18:43 >>Lori Fayhee: AYE.

10:18:43 >>Larry Fiesel: AYE.

10:18:44 >>Vice-Mayor Ribble: AYE.

10:18:45 >>Mayor McLain: AYE.

10:18:46 NEXT ON THE AGENDA IS ITEM 6E, ESTERO BAY VILLAGE, SUNNY

10:18:55 GROVES, AND CYPRESS BEND GRAVITY SEWER SMOKE AND CLOSED

10:19:00 CIRCUIT TELEVISION TESTING CHANGE ORDER NUMBER 1.

10:19:03 STEVE, WOULD YOU PLEASE INTRODUCE THIS?

10:19:04 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.

10:19:06 THESE ARE TWO APPROVED CAPITAL IMPROVEMENT PROJECTS.

10:19:11 BOTH INVOLVE STATE GRANTS AS PART OF THE FUNDING PACKAGE.

10:19:15 AS PART OF THAT, WHAT WE'RE DOING IS TAKING THESE PRIVATE

10:19:20 SEWER SYSTEMS FOR ESTERO BAY VILLAGE, SUNNY GROVES AND

10:19:26 CYPRESS BEND AND CONNECTING THEIR SEWAGE TREATMENT PLANT,

10:19:32 TAKING IT OFF-LINE AND PUMPING DIRECTLY FROM THAT PLANT,

10:19:36 ELIMINATING THE PLANT, AND PUMPING SEWAGE INTO THE COUNTY

10:19:42 WASTEWATER SYSTEM.

10:19:44 AS A CONDITION OF DOING THAT, THE COUNTY APPROPRIATELY

10:19:48 REQUIRES THAT WE CHECK OUT THE INFILTRATION AND INFLOW OF

10:19:55 THOSE PRIVATE SYSTEMS SO THAT WE'RE NOT MOVING GROUNDWATER

10:20:03 THAT MIGHT SEEP INTO THE PRIVATE SYSTEM INTO THE MUNICIPAL

10:20:07 SYSTEM THAT THEN HAS TO BE TREATED.

10:20:09 THAT'S A MAJOR EXPENSE FOR ANY SANITARY SEWER SYSTEM.

10:20:16 SO IN THIS CASE, WHAT WE'RE DOING IS AS PART OF THE PROJECT,

10:20:21 WE'RE TESTING THE PRIVATE SYSTEM.

10:20:27 AND THE SYSTEM ITSELF IN EACH OF THESE CASES IS VERY OLD.

10:20:32 IT GOES BACK TO THE INCEPTION OF EACH OF THESE PARKS AND THE

10:20:42 PROCESS OF TESTING THESE, THE SYSTEM IS EXTENSIVE AND WE

10:20:48 NEED TO CLARIFY THAT AS WE MOVE FORWARD.



10:20:53 WE'VE HAD A NUMBER OF DIFFICULTIES IN THE INITIAL TEST  
 10:20:58 PROCESS WHERE THERE'S -- THERE ARE NO PLANS FOR THESE  
 10:21:01 SYSTEMS.  
 10:21:02 THEY DO NOT FOLLOW CURRENTLY ACCEPTED ENGINEERING PRACTICE.  
 10:21:09 THERE ARE TURNS IN THE SYSTEM THAT ARE NOT DOCUMENTED.

10:21:12 THEY ARE UNDER SOME OF THE STRUCTURES.  
 10:21:18 AND WE NEED TO CLARIFY ALL OF THIS TO AVOID ANY OF THE  
 10:21:23 INFILL INTO THE SYSTEMS.  
 10:21:26 BECAUSE OF THAT, THE INITIAL PROJECT WAS UNDERESTIMATED, AND  
 10:21:35 WE HAVE TO GO BACK AND DO ADDITIONAL WORK TO SATISFY THE  
 10:21:39 COUNTY.  
 10:21:40 A PERSON WHO IS COORDINATING THIS IS ROBERT WILEY.  
 10:21:44 HE IS HERE TO ANSWER ANY QUESTIONS THAT THE COUNCIL MAY  
 10:21:48 HAVE.  
 10:21:49 BUT THIS IS REALLY ONE OF THE COMPLICATING FACTORS IN THIS  
 10:21:54 TYPE OF PROJECT WHERE WE'RE GOING BACK AND DOING THE  
 10:21:58 DETAILED INVESTIGATION TO ENSURE THAT THE PUBLIC SYSTEM IS  
 10:22:02 NOT OVERLOADED BY UNNECESSARY GROUNDWATER.  
 10:22:06 ROBERT, ANY ADDITIONAL COMMENTS?  
 10:22:08 >> NO, I THINK YOU SAID IT QUITE WELL, SIR.  
 10:22:11 >>Mayor McLain: DOES COUNCIL HAVE QUESTIONS?  
 10:22:13 >>Vice-Mayor Ribble: THE FACT THAT THEY FOUND OBSTRUCTIONS  
 10:22:15 MEANS THAT THERE'S SOMETHING WRONG IN SOME OF THOSE PIPES.  
 10:22:18 WHO DEALS WITH CORRECTING WHATEVER THEY FIND?  
 10:22:23 >> WHAT WE WILL BE HAVING THEM DO IS GOING BACK TO THE  
 10:22:26 ACTUAL OWNER OF THE SYSTEM, WHICHEVER DEVELOPMENT, THREE  
 10:22:29 DIFFERENT DEVELOPMENTS HERE.  
 10:22:30 IT IS THEIR RESPONSIBILITY TO MAKE THOSE CORRECTIVE ACTIONS  
 10:22:35 SO THAT LEE COUNTY ONCE THEY HAVE MADE CORRECTIVE ACTION,  
 10:22:39 LEE COUNTY IS WILLING TO ACCEPT US TURNING OVER THE LIFT

10:22:42 STATION TO THEM AND THE FORCE MAIN.  
 10:22:44 IT IS THEIR RESPONSIBILITY NOW.  
 10:22:46 WHETHER OR NOT THEY COME BACK TO US AND ASK US FOR  
 10:22:48 ASSISTANCE TO FIND CONTRACT AND STUFF, THAT PROBABLY WILL  
 10:22:51 HAPPEN.  
 10:22:52 IN FACT, I KNOW THE ONE DEVELOPMENT IS ALREADY WORKING WITH  
 10:22:55 ME AND GETTING A CONTRACT READY TO MAKE CORRECTIONS RIGHT  
 10:22:57 NOW.  
 10:22:58 THEY ARE READY TO JUMP ON IT.  
 10:23:00 WE'LL SEE HOW IT GOES, BUT IT IS THEIR RESPONSIBILITY  
 10:23:02 BECAUSE WE ARE ONLY WORKING FROM THE SEWER TREATMENT PLANT,  
 10:23:06 WHICH WE'LL TAKE OFF-LINE, PUT LIFT STATION IN.  
 10:23:09 COLLECTION SYSTEM, GRAVITY TO THAT WILL REMAIN UNDER THE  
 10:23:12 OWNERSHIP OF THE LAND OWNER.  
 10:23:13 >>Vice-Mayor Ribble: THANK YOU.  
 10:23:17 >>Mayor McLain: OTHER QUESTIONS, COUNCIL?

10:23:18 WOULD WE BE ABLE TO -- WE HAVE SOME GRANTS ON THIS.  
 10:23:24 WOULD ANY OF THOSE DOLLARS BE ABLE TO ASSIST THE HOMEOWNERS,  
 10:23:30 TRAILER PARKS, WHATEVER?  
 10:23:33 WE'VE ALWAYS WORRIED ABOUT THE CONNECTION TO.  
 10:23:36 SO THIS IS PROBABLY TELLING US THERE ARE SOME BLOCKAGES.  
 10:23:41 THAT COULD GET QUITE EXPENSIVE FOR A HOMEOWNER, I WOULD  
 10:23:45 BELIEVE, IF THEY HAVE A QUASI-BLOCK SYSTEM THAT NEEDS TO BE  
 10:23:49 COMPLETELY REPLACED, I WOULD THINK.  
 10:23:51 >> THERE ARE SOME AREAS WHERE THE PIPING IS CRACKED.  
  
 10:23:55 IT IS PARTIALLY COLLAPSED.  
 10:23:57 OTHER PLACES HAVE ROOT PENETRATION.  
 10:23:59 ALL THOSE ARE PLACES WHERE WATER CAN GET INTO THE SYSTEM AND  
 10:24:02 THOSE WILL NEED TO BE CORRECTED.  
 10:24:03 GRANT DOLLARS, RIGHT NOW THE GRANT FUNDING YOU HAVE IS FOR  
 10:24:06 US TO ACTUALLY HELP COVER THE COST OF THE LIFT STATION AND  
 10:24:09 THE FORCE MAIN.  
 10:24:11 WE DON'T REALLY HAVE GRANT MONIES AVAILABLE CURRENTLY TO  
 10:24:13 WORK ON THE GRAVITY COLLECTION SYSTEM.  
 10:24:16 >>Mayor McLain: JUST SEEMS TO ME THAT IN ORDER TO MAKE THIS  
 10:24:21 THING MEET OUR OBJECTIVES OF CLEANING UP THE ESTERO RIVER,  
 10:24:27 THAT HAS TO BE TAKEN CARE OF IN THE CONCEPT OF THE WHOLE  
 10:24:32 PROJECT, I WOULD THINK.  
 10:24:33 AM I OUT OF TURN ON THAT?  
 10:24:36 >>Steven Sarkozy: WELL, AS THE PUBLIC AGENCY COORDINATING  
 10:24:39 THIS, OUR REAL AUTHORITY AND RESPONSIBILITY IS FROM THAT  
 10:24:44 LIFT STATION INTO THE PUBLIC SYSTEM.  
 10:24:49 THE PROBLEMS THAT ROBERT HAS MENTIONED ARE REALLY THE RESULT  
 10:24:54 OF DEFERRED MAINTENANCE ON THE PART OF THE PROPERTY OWNER.  
 10:24:57 AND WHAT THEY SHOULD BE DOING IS DOING THIS ON A REGULAR  
 10:25:00 BASIS, TESTING THE LINE.  
 10:25:02 IT'S A LITTLE BIT LIKE YOUR LATERAL FROM THE STREET TO YOUR  
 10:25:06 HOME.  
 10:25:06 IF YOU HAVE OAK TREES OR PALMS OUT THERE, YOU MIGHT WANT TO  
 10:25:09 BE CHECKING YOUR LATERAL TO MAKE SURE THAT EVERYTHING WORKS.  
  
 10:25:13 WE DO THAT ON A REGULAR BASIS, AND THAT'S OUR RESPONSIBILITY  
 10:25:21 AS PROPERTY OWNERS.  
 10:25:23 THEY SHOULD BE DOING THAT AS WELL.  
 10:25:24 TO DATE, THERE'S BEEN NOTHING TO COMPEL THEM TO GET THIS  
 10:25:29 DONE OTHER THAN IF THERE IS A COMPLETE BLOCKAGE AND CAN'T  
 10:25:33 FLUSH A TOILET OR WHAT HAVE YOU.  
 10:25:35 IN THIS CASE, THIS IS REALLY THE PUBLIC AGENCIES DOING THE  
 10:25:38 DUE DILIGENCE TO MAKE SURE THAT THEY ARE NOT POLLUTING AND  
 10:25:42 ABLE TO TAKE CARE OF THE PROBLEM.  
 10:25:45 I THINK IF THEY WERE TO SPREAD THIS OVER THE WHOLE NUMBER OF  
 10:25:50 UNITS THAT ARE IN, IT WON'T BE THAT MUCH OF AN EXPENSE.  
 10:25:59 >>Mayor McLain: ANY OTHER QUESTIONS FROM COUNCIL?

10:26:01 DO WE HAVE ANY SPEAKERS FOR THIS?  
 10:26:02 >>Carol Sacco: WE HAVE NO COMMENTS AND NO E-COMMENTS.  
 10:26:05 >>Mayor McLain: I WILL NOW ENTERTAIN A MOTION TO APPROVE  
 10:26:09 THIS CHANGE ORDER NUMBER 1.  
 10:26:13 >>Larry Fiesel: SINCE ALL THREE OF THESE COMMUNITIES ARE IN  
 10:26:15 MY DISTRICT, I WOULD MAKE A MOTION THAT WE APPROVE THIS.  
 10:26:18 >>Mayor McLain: COUNCILMAN FIESEL HAS MADE THE MOTION,  
 10:26:21 SECONDED BY COUNCILMEMBER ZALUCKI.  
 10:26:24 MADAM CLERK, PLEASE CALL THE ROLL.  
 10:26:27 >>Larry Fiesel: AYE.  
 10:26:28 >>Lori Fayhee: AYE.  
 10:26:31 >>Rafael Lopez: AYE.  
 10:26:32 >>Jim Ward: AYE.  
  
 10:26:34 >>George Zalucki: AYE.  
 10:26:35 >>Vice-Mayor Ribble: AYE.  
 10:26:36 >>Mayor McLain: AYE.  
 10:26:38 LET'S SEE.  
 10:26:42 I THINK WE'RE AT THE POINT WHERE WE'RE IN COUNCIL  
 10:26:47 COMMUNICATIONS AND FUTURE AGENDA ITEMS.  
 10:26:49 I CAN'T REMEMBER WHERE WE STARTED LAST YEAR.  
 10:26:52 >>Vice-Mayor Ribble: YOU DID WITH ME.  
 10:26:54 >>Mayor McLain: NOW WE'LL GO OVER TO --  
 10:26:57 >>George Zalucki: THANK YOU, MR. MAYOR.  
 10:26:58 I REALLY DON'T HAVE ANYTHING TO REPORT OTHER THAN IT FEELS  
 10:27:01 GREAT TO BE BACK.  
 10:27:02 I THOROUGHLY ENJOYED MY TIME WITH MY FAMILY DURING THE  
 10:27:06 HOLIDAY BREAK.  
 10:27:07 I'M SURE ALL OF YOU DID AS WELL.  
 10:27:09 GOOD TO SEE EVERYBODY.  
 10:27:10 GOOD TO BE BACK TO WORK.  
 10:27:11 I LOOK FORWARD TO A BRIGHT AND PROSPEROUS AND ENGAGING 2024.  
 10:27:16 THANK YOU.  
 10:27:18 >>Jim Ward: JUST FOLLOWING UP ON WHAT GEORGE SAID, I THINK  
 10:27:21 IT'S GOING TO BE AN EXCITING YEAR FOR 2024.  
 10:27:24 YOU TOUCHED ON IT EARLIER.  
 10:27:26 IT'S OUR 10th YEAR AS A VILLAGE.  
 10:27:28 SO I THINK WE'VE GOT SOME EXCITING PROJECTS GOING ON.  
 10:27:31 I DID HAVE A WONDERFUL COUPLE OF WEEKS UP IN PENNSYLVANIA  
  
 10:27:34 WITH FAMILY AND SANTA CLAUS AND HE TREATED US ALL WELL.  
 10:27:40 BEST WISHES TO EVERYBODY FOR A HAPPY NEW YEAR.  
 10:27:43 >>Mayor McLain: SOUNDS LIKE I GOT A COLD FROM THE KIDS,  
 10:27:46 THOUGH.  
 10:27:46 [ LAUGHTER ]  
 10:27:48 >>Rafael Lopez: I'LL KEEP IT SHORT.  
 10:27:50 BASICALLY, AGAIN, I'M PROUD TO BE A COUNCILMAN IN THE 10th  
 10:27:55 YEAR ANNIVERSARY.

10:27:56 AND I WILL DO MY BEST TO FULFILL MY OBLIGATIONS.  
 10:28:02 IT IS AN EXCITING YEAR.  
 10:28:04 THERE ARE A LOT OF PROJECTS THAT ARE COMING TO ESTERO, AND I  
 10:28:08 FEEL REALLY HONORED TO BE PART OF THIS GROUP.  
 10:28:14 >>Lori Fayhee: I WOULD JUST LIKE TO SAY HAPPY NEW YEAR TO  
 10:28:18 EVERYONE ALSO.  
 10:28:20 IT IS GOING TO BE AN EXCITING YEAR.  
 10:28:23 I'M THRILLED TO SEE THAT WE'RE GOING TO BE DOING THE TRAFFIC  
 10:28:27 STUDY.  
 10:28:29 I APPRECIATE HEARING FROM PEOPLE WHO SENT THE E-MAILS IN  
 10:28:32 REGARDING THAT ALSO.  
 10:28:34 THANK YOU.  
 10:28:38 >>Larry Fiesel: I WOULD LIKE TO WISH EVERYBODY A HAPPY NEW  
 10:28:41 YEAR.  
 10:28:41 I, TOO, AM EXCITED ABOUT WHAT THE 10th YEAR OF ESTERO HAS  
 10:28:46 TO BRING TO US.  
 10:28:47 WE HAVE A LOT OF THINGS I THINK WILL HAPPEN THIS COMING  
  
 10:28:49 YEAR.  
 10:28:50 JUST A QUICK UPDATE.  
 10:28:54 I AM THE LIAISON TO THE TOURIST DEVELOPMENT COUNCIL.  
 10:28:58 AT OUR LAST MEETING, IT WAS IN EARLY DECEMBER, THE NUMBERS,  
 10:29:03 AS YOU KNOW OR AWARE, HURRICANE IAN HIT OUR COMMUNITY  
 10:29:08 DRAMATICALLY AND TOURISM DROPPED OFF ACCORDINGLY.  
 10:29:14 STARTING TO SEE, HOWEVER, THE COMMUNITY COMING BACK WITH THE  
 10:29:20 TOURISM THROUGH THE TRAFFIC, THROUGH THE AIRPORT, BED AND  
 10:29:24 BATH TAX THAT IS IMPORTANT TO OUR COMMUNITY OF ESTERO.  
 10:29:28 INTERESTINGLY THEY KEEP TRACK OF THE HOTEL ROOMS THAT ARE  
 10:29:32 ONLINE IN THE VARIOUS COMMUNITIES AND IN ESTERO WE HAVE 566  
 10:29:38 HOTEL ROOMS CURRENTLY AND THEY ARE 100% OCCUPIED AND ONLINE  
 10:29:46 WHICH IS IN CONTRAST TO FORT MYERS BEACH THAT ONLY HAS 36%  
 10:29:50 OF THEIR HOTEL ROOMS BACK.  
 10:29:52 UNFORTUNATELY, SANIBEL ONLY HAS 6% OF THEIRS BACK.  
 10:29:56 THIS IS AFFECTING THE TAX THAT HAS ACCUMULATED THROUGH THE  
 10:30:02 HOTELS.  
 10:30:03 THE AIRPORT, RSW, STARTED TO SEE AN INCREASE YEAR OVER YEAR,  
 10:30:10 MONTH OVER MONTH IN AIR TRAVEL.  
 10:30:12 I THINK RECENTLY IN THE LAST FEW DAYS WE SAW THAT THEY WERE  
 10:30:15 UP 17% IN NOVEMBER, YEAR OVER YEAR FROM LAST YEAR.  
 10:30:23 THE CONSENSUS WAS FROM THE PEOPLE WHO DO THIS AS A STUDY WAS  
 10:30:27 AFTER THE HURRICANE AND WE HAD ALL THE DAMAGE DOWN HERE,  
 10:30:31 HOTEL ROOMS AND THE BEACHES WEREN'T OPEN AND SO FORTH,  
 10:30:34 PEOPLE TOOK THEIR VACATIONS AND WENT TO EUROPE TO DO A  
  
 10:30:38 ONE-TIME VACATION AT THE EXPENSE IT WAS GOING TO COST THEM  
 10:30:43 KNOWING EVENTUALLY THEY WOULD THEN START RETURNING BACK TO  
 10:30:46 FLORIDA.  
 10:30:47 IT LOOKS AS IF THAT PATTERN HAS TAKEN PLACE AND THEY ARE

10:30:51 STARTING TO RETURN BACK TO FLORIDA, WHICH IS GOOD NEWS FOR  
 10:30:54 THIS AREA.  
 10:30:55 THE AIRPORT, IF YOU'VE BEEN TO THE AIRPORT, IF YOU WERE  
 10:30:59 THERE OVER THE HOLIDAY, YOU REALIZE HOW BUSY IT WAS.  
 10:31:02 THEY ARE IN THE MIDST OF \$331 MILLION EXPANSION TO THEIR  
 10:31:06 TERMINAL.  
 10:31:06 [VIDEO STOPPED]  
 10:31:14 -- ADDITION THAT THEY ARE DOING.  
 10:31:15 IT'S GOING TO BE QUITE A NICE AIRPORT.  
 10:31:18 I MEAN, IT'S BEEN A NICE AIRPORT.  
 10:31:19 RATED NUMBER ONE IN THE COUNTRY FOR ITS SIZE, BUT IT'S GOING  
 10:31:23 TO GET EVEN BIGGER AND BETTER.  
 10:31:26 EVERYBODY THAT GOES TO THE AIRPORT, WHEN IT'S DONE, WILL GO  
 10:31:29 THROUGH THE SAME TSA CHECKPOINT, WHICH IS KIND OF AN  
 10:31:33 INTERESTING -- CAN'T GET MY HEAD AROUND HOW THAT'S GOING TO  
 10:31:35 WORK, BUT THEY SAY IT WILL.  
 10:31:37 >>Mayor McLain: THOSE DOLLARS ARE JUST FOR THE TERMINAL  
 10:31:40 ITSELF EXPANSION.  
 10:31:41 >>Larry Fiesel: YES.  
 10:31:42 AND THEY JUST COMPLETED THE AIR TRAFFIC CONTROL TOWER.  
 10:31:46 IT'S NOT ONLINE YET BECAUSE THE FFA IS IN THE PROCESS OF  
  
 10:31:55 OUTFITTING IT WITH ALL THEIR EQUIPMENT AND SO FORTH.  
 10:31:57 THE TOWER ITSELF IS DONE.  
 10:31:59 SUPPOSED TO BE LONG RANGE ANOTHER RUNWAY PUT INTO THE  
 10:32:04 AIRPORT.  
 10:32:05 LOOK AT A GOOGLE MAP OF THE PLACE, I DON'T SEE WHERE THAT  
 10:32:08 RUNWAY IS GOING BUT THEY HAVE A PLAN FOR IT SOMEPLACE.  
 10:32:11 IN THE LONG RUN, OR IN THE SHORT-TERM NOW, IT LOOKS LIKE  
 10:32:15 WE'RE STARTING TO RECOVER FROM THE DEVASTATION THAT IAN  
 10:32:19 INFLICTED UPON US BACK A YEAR AGO.  
 10:32:23 >>Mayor McLain: THANK YOU.  
 10:32:23 VICE-MAYOR.  
 10:32:25 >>Vice-Mayor Ribble: YEAH, HAPPY NEW YEAR TO EVERYONE ALSO.  
 10:32:27 I WAS RECENTLY AT A RIBBON CUTTING FOR ANYTIME FITNESS WHICH  
 10:32:32 SITS RIGHT IN FRONT OF PELICAN SOUND.  
 10:32:35 AND I WANTED TO PASS ALONG THAT THEY WERE VERY COMPLIMENTARY  
 10:32:39 TO THE PERMITTING DEPARTMENT AND WANTED TO THANK THEM.  
 10:32:42 THEY SAID THEY WERE VERY EASY TO WORK WITH AND WERE VERY  
 10:32:45 HAPPY WITH THE RESULTS.  
 10:32:47 THEY WANTED ME TO PASS ON A BIG THANK YOU TO FIRE MARSHAL  
 10:32:51 GREEN WHO MOVED THE PROCESS OF INSPECTION ALONG QUICKLY.  
 10:32:54 THEY WERE VERY HAPPY WITH THE VILLAGE OF ESTERO AND OUR  
 10:32:56 EMPLOYEES.  
 10:32:57 KUDOS TO ALL OF YOU.  
 10:32:59 A BIG THANK YOU TO WHOEVER GOT THE MOTOR HOME MOVED AT THE  
 10:33:03 CORNER OF 41 AND COCONUT.

10:33:05 I HATE TO SEE THAT BECOME A USED CAR LOT.  
 10:33:09 AND LAST BUT NOT LEAST, THE LIGHT STUDY AT 41 AND PELICAN  
 10:33:14 COLONY HAS FAILED.  
 10:33:17 SO THE DEVELOPER HAS COME UP WITH A PROPOSAL TO REMEDY THE  
 10:33:21 SITUATION AND SEND IT BACK TO F.D.O.T., SO THE SAGA  
 10:33:26 CONTINUES.  
 10:33:26 THAT'S IT.  
 10:33:31 >>Mayor McLain: I HAVE JUST A COUPLE OF COMMENTS.  
 10:33:34 ONE, HAPPY NEW YEAR TO EVERYBODY.  
 10:33:36 I HAVE TO SAY I AM OPTIMISTIC AND VERY ENLIGHTENED TO SEE  
 10:33:44 ALL OF OUR COUNCIL MEMBERS HERE TODAY, UNLIKE NUMEROUS OTHER  
 10:33:49 COUNCILS IN THE STATE OF FLORIDA WITH OUR FORM 6, I THINK WE  
 10:33:54 HAVE A COUNCIL HERE THAT'S DEDICATED, EVEN THOUGH THERE MAY  
 10:33:59 NOT BE A LOT OF JUBILEE OVER FORM 6 FINANCIAL DISCLOSURES,  
 10:34:04 I'M GLAD TO SEE EVERYBODY HERE HAS STUCK TO IT AND LOOK  
 10:34:08 FORWARD TO WORKING WITH EACH OF YOU DURING 2010 -- EXCUSE  
 10:34:14 ME, 2024, WHICH WILL BE AN EXCITING YEAR FOR US, IN OUR  
 10:34:19 10th YEAR.  
 10:34:20 WHAT ELSE HAVE I GOT?  
 10:34:25 TRYING TO THINK.  
 10:34:29 I THINK THAT'S -- IF I CAN'T THINK OF IT RIGHT NOW, I GUESS  
 10:34:34 IT'S NOT THAT IMPORTANT.  
 10:34:35 WE WILL MOVE ON TO OUR VILLAGE ATTORNEY.  
 10:34:38 >>Robert Eschenfelder: MAYOR AND COUNCIL MEMBERS, JUST HAPPY  
 10:34:40 NEW YEAR TO EVERYBODY.  
  
 10:34:41 I'M LOOKING FORWARD TO CONTINUING TO WORK WITH YOU ALL TO  
 10:34:44 BRING FORWARD AND SEE SOME OF THE PROJECTS WE'VE BEEN  
 10:34:47 WORKING ON COME TO FRUITION IN 2024.  
 10:34:49 IT WILL BE EXCITING TIMES.  
 10:34:51 >>Mayor McLain: I DO HAVE ONE THING I FORGOT, WHICH I THINK  
 10:34:53 IS IMPORTANT.  
 10:34:54 THINKING ABOUT THE 10th YEAR ANNIVERSARY, WHICH WILL BE  
 10:34:56 THIS DECEMBER 31st, THAT WE SHOULD AS COUNCIL CONSIDER  
 10:35:03 WHAT OUR OPTIONS MIGHT BE TO CELEBRATE THAT.  
 10:35:06 BECAUSE A COUPLE OF YEARS BACK, WE WERE TRYING TO DO ANNUAL  
 10:35:11 AREAS AND WE DECIDED TO DO IT ON FIVE-YEAR INCREMENTS AND  
 10:35:15 THAT CAN BE DETERMINED IN THE FUTURE.  
 10:35:18 THE TENTH YEAR I THINK IS ONE REALLY APPROPRIATE FOR US TO  
 10:35:21 PUT ON A PRETTY GOOD SHINDIG.  
 10:35:24 MY THOUGHTS ARE IS THAT WE SHOULD DO IT WHEN WE HAVE THE  
 10:35:28 MOST PEOPLE HERE IN THE VILLAGE, WHICH WOULD BE THE END OF  
 10:35:32 JANUARY, PROBABLY BEGINNING OF FEBRUARY AND BEFORE THEY ALL  
 10:35:36 LEAVE AGAIN.  
 10:35:37 JUST WANT TO BRING THAT TO YOUR ATTENTION AND THOSE THAT  
 10:35:43 WANT TO BE INVOLVED IN IT, COUNCIL MEMBERS, I THINK WE  
 10:35:47 PROBABLY NEED TO START THAT PROCESS HERE PRETTY QUICKLY TO  
 10:35:51 EITHER ACQUIRE TALENT, DEVELOP A BUDGET AND GET APPROVAL

10:35:54 FROM THE COUNCIL TO GO FORWARD.  
 10:35:57 MAYBE I'LL MAKE A QUICK, WE'RE NOT VOTING ON THIS, BUT DOES  
 10:36:03 EVERYBODY THINK WE SHOULD DO A BIG, BIG CELEBRATION, MAYBE  
  
 10:36:06 THE FIRST PART OF THE YEAR, IF YOU DON'T WANT TO DO IT FIRST  
 10:36:11 PART OF JANUARY, END OF JANUARY, FEBRUARY TIME PERIOD.  
 10:36:15 WE'LL KEEP ON TOP OF THAT.  
 10:36:17 IF YOU HAVE ANY FEEDBACK, GO TO THE VILLAGE MANAGER AND GIVE  
 10:36:22 HIM YOUR THOUGHTS AND WE CAN GET SOMETHING GOING.  
 10:36:25 I'LL PASS IT OVER TO OUR VILLAGE MANAGER FOR COMMENTS.  
 10:36:28 >>Steven Sarkozy: FIRST, ON BEHALF OF ALL STAFF, HAPPY NEW  
 10:36:31 YEAR TO EVERYBODY ON COUNCIL AND THE COMMUNITY.  
 10:36:34 JUST A COUPLE OF QUICK ITEMS, I MENTIONED PREVIOUSLY THE  
 10:36:37 MASTER PLANNING PROCESS IN THIS CASE FOR ROADS, WHICH WAS A  
 10:36:41 CONTRACT APPROVING ON THE AGENDA.  
 10:36:43 WE'RE ALSO GOING TO HAVE TWO OTHER MASTER PLANNING PROCESSES  
 10:36:48 THAT ARE GOING TO COME BEFORE YOU IN SHORT ORDER.  
 10:36:51 ONE IS THE STORMWATER MASTER PLAN.  
 10:36:54 AS WE TALKED ABOUT THAT, WE'LL HOPEFULLY HAVE A RESILIENCY  
 10:37:01 COMPONENT SO THAT WE CAN LOOK AT OUR STORMWATER SYSTEM AND  
 10:37:06 NOW FROM THE EXPERIENCES THAT WE'VE HAD WITH HURRICANE IRMA  
 10:37:09 WITH SHEET FLOW AND HURRICANE IAN WITH THE TIDAL SURGE,  
 10:37:13 WE'LL BE ABLE TO FACTOR THOSE IMPACTS TO THE COMMUNITY INTO  
 10:37:17 THE STORMWATER MASTER PLAN AND FIGURE OUT WHAT WE NEED TO DO  
 10:37:22 TO CREATE A MORE RESILIENT COMMUNITY IN TERMS OF STORMWATER  
 10:37:26 ANYWAY.  
 10:37:26 THE OTHER ONE WILL BE THE PARK AND OPEN SPACE MASTER PLAN.  
 10:37:33 UNFORTUNATELY, THE PRINCIPAL OF THE FIRM THAT HANDLED THIS  
 10:37:39 PREVIOUSLY WHO DID A FABULOUS JOB FOR US PASSED AWAY.  
  
 10:37:46 HE WAS A NATIONALLY KNOWN PERSON IN PARKS PLANNING, DAVID  
 10:37:50 BARTH.  
 10:37:52 THAT WAS A HUGE LOSS TO US, BUT ALL THE COMMUNITIES THAT  
 10:37:56 RELIED ON HIS PLANNING SERVICES.  
 10:38:00 BUT WE'RE GOING TO COME BACK WITH AN UPDATE ON THAT PLAN  
 10:38:03 BECAUSE OF ALL OF THE ACTIVITIES GOING ON WITH MOVING  
 10:38:08 FORWARD THE MASTER PLANNING -- THE PARKS PLANNING PROCESS.  
 10:38:11 SO THAT'S KIND OF A LOOK FORWARD TO A COUPLE OF ISSUES.  
 10:38:18 ALSO, WE'VE GOT A COUPLE OF TRANSACTIONS TEED UP WITH THE  
 10:38:23 SCHOOL DISTRICT.  
 10:38:24 I PROVIDED YOU AN E-MAIL REGARDING THE CURRENT STATUS OF  
 10:38:29 THAT.  
 10:38:29 I HAVEN'T HEARD ANYTHING MORE, BUT AS I LEARN MORE, I'LL  
 10:38:34 CERTAINLY PASS IT ON TO YOU.  
 10:38:35 BUT WE'RE HOPEFUL OF GETTING SOME TYPE OF COLLABORATIVE  
 10:38:39 DECISION MAKING HERE IN THE NEXT FEW WEEKS, WHICH COULD BE A  
 10:38:43 BIG MOVE FORWARD FOR US.  
 10:38:44 >>Mayor McLain: THANK YOU.

10:38:48 >>Jim Ward: ONE FINAL COMMENT, PLEASE.  
 10:38:50 I HAD FORGOTTEN ABOUT THIS FOR A MOMENT BUT I WANTED TO  
 10:38:54 THANK MARY GIBBS FOR HER HELP WITH A RECENT SITUATION THAT  
 10:38:59 WE HAD.  
 10:39:00 I WAS APPROACHED BY CONSTITUENTS WITHIN THE BROOKS ABOUT A  
 10:39:03 ROOFING RENOVATION PROJECT THAT HAD A PERMIT PENDING WITH  
 10:39:07 THE VILLAGE AND THEY ASKED ME IF I COULD LOOK INTO THAT AND  
  
 10:39:12 MAKE SURE IT WAS IN PROCESS.  
 10:39:13 WE DID LOOK INTO IT.  
 10:39:14 MARY GOT BACK TO ME.  
 10:39:16 COULDN'T FIND A PERMIT.  
 10:39:18 I WENT BACK TO THE BROOKS CDD AND THE BROOKS COMMONS CLUB.  
 10:39:23 THEY INSISTED THE PERMIT WAS IN PROCESS AND HAD BEEN  
 10:39:26 SUBMITTED.  
 10:39:27 AFTER MARY'S DUE DILIGENCE, WE FOUND OUT THAT THE PERMIT WAS  
 10:39:31 NEVER PROCESSED BY THE CONTRACTOR.  
 10:39:35 WITH MARY'S INTERCESSION, WE AVOIDED WHAT COULD HAVE BEEN A  
 10:39:40 SIGNIFICANT ISSUE FOR THE BROOKS CDD AND THE BROOKS COMMONS  
 10:39:44 CLUB ON THE RENOVATION OF THE ROOFING PROJECT.  
 10:39:47 THANK YOU, MARY.  
 10:39:48 APPRECIATE IT.  
 10:39:49 >>Mayor McLain: GOOD.  
 10:39:50 NOW WE CAN ADJOURN OUR REGULAR SESSION AND WE'LL CONVENE OUR  
 10:39:57 WORKSHOP.  
 10:39:57 THE WORKSHOP RELATES TO ITEM 10, REVIEW OF THE CODE  
 10:40:01 ENFORCEMENT LAW AND PROCEDURES.  
 10:40:02 I'LL TURN THIS OVER TO STEVE AND YOU CAN INTRODUCE IT.  
 10:40:07 >>Steven Sarkozy: THANK YOU, MAYOR, MEMBERS OF COUNCIL.  
 10:40:10 WITH THIS ITEM, WE'RE TRYING TO PROVIDE JUST A GENERAL  
 10:40:15 UPDATE ON OUR CODE PROCESS.  
 10:40:17 THIS MAY TRIGGER A NUMBER OF DIFFERENT OUTCOMES AS A RESULT  
 10:40:23 OF THE CONVERSATION.  
  
 10:40:24 BUT I WOULD LIKE TO START OFF BY JUST PRESENTING THE LEGAL  
 10:40:28 FRAMEWORK.  
 10:40:28 FOR THAT, I CAN TURN IT OVER TO ROB ESCHENFELDER IN TERMS OF  
 10:40:32 WHAT OUR LEGAL RESPONSIBILITIES AND HOW THIS IS -- WITH THE  
 10:40:36 CODE.  
 10:40:38 >>Robert Eschenfelder: MAYOR AND COUNCIL, AS YOU ALL KNOW, I  
 10:40:42 PROVIDED YOU WITH A FAIRLY DETAILED MEMORANDUM THAT'S IN THE  
 10:40:48 AGENDA PACKAGE THAT GOES OVER HOW CODE ENFORCEMENT WORKS IN  
 10:40:54 FLORIDA.  
 10:40:54 BUT BASICALLY THE LEGISLATURE THROUGH CHAPTER 162 OF THE  
 10:40:59 FLORIDA STATUTES HAVE GIVEN LOCAL GOVERNMENTS WHAT THEIR  
 10:41:02 AUTHORITY IS AND HOW THEY ARE TO ADMINISTER IT.  
 10:41:07 SYSTEMICALLY, THERE ARE TWO MAIN BRANCHES OF HOW YOU COULD  
 10:41:10 DO CODE ENFORCEMENT.



10:41:11 ONE IS SOME COMMUNITIES USE MORE LAW ENFORCEMENT OR CODE  
 10:41:16 ENFORCEMENT OFFICERS THAT ISSUE CITATIONS.  
 10:41:18 THOSE CITATIONS GO BEFORE A COUNTY COURT JUDGE WHO JUST  
 10:41:23 BECAUSE HE OR SHE IS A STATE COURT JUDGE HAS MORE AUTHORITY  
 10:41:26 TO GIVE DIFFERENT KIND OF PENALTIES THAN WE DO AT THE LOCAL  
 10:41:30 GOVERNMENT LEVEL.  
 10:41:31 BUT MOST LOCAL GOVERNMENTS USE WHAT IS CALLED PART ONE OF  
 10:41:34 CHAPTER 162 WHICH IS EITHER THE CODE ENFORCEMENT BOARD  
 10:41:37 SPECIAL MAGISTRATE MODEL.  
 10:41:39 WE AT THE VILLAGE, THE COUNCIL SOME YEARS AGO ADOPTED THE  
 10:41:45 SPECIAL MAGISTRATE MODEL, SO WE DON'T HAVE A BOARD.  
  
 10:41:47 WE HAVE A MAGISTRATE.  
 10:41:50 WE HAVE TWO MAGISTRATES UNDER CONTRACT RIGHT NOW.  
 10:41:54 HISTORICALLY WE HAD ONE.  
 10:41:55 WHEN I BECAME VILLAGE ATTORNEY I GOT YOU ALL TO APPROVE AN  
 10:42:00 ADDITIONAL ALTERNATE MAGISTRATE, WHICH YOU NEED BECAUSE IF  
 10:42:03 THE PRIMARY MAGISTRATE EITHER ISN'T ABLE TO ATTEND BECAUSE  
 10:42:06 OF HEALTH REASONS OR ON A VACATION OR WHATNOT OR BECAUSE HE  
 10:42:10 OR SHE HAS A CONFLICT OF INTEREST, YOU NEED TO BE ABLE TO  
 10:42:12 PROVIDE A MAGISTRATE SO YOU ALWAYS HAVE A SEPARATE ONE UNDER  
 10:42:16 CONTRACT.  
 10:42:16 BUT THE PROCESS REALLY STARTS AND WE HAVE OUR CODE  
 10:42:23 ENFORCEMENT MANAGER AND THE DEPARTMENT DIRECTOR HERE.  
 10:42:27 THEY WILL STEP UP IN A MOMENT AND TALK ABOUT THE PROCESSES  
 10:42:30 THEY USE.  
 10:42:30 OVERARCHINGLY, THE WHOLE CODE ENFORCEMENT SCHEME IS TO  
 10:42:37 OBTAIN VOLUNTARY COMPLIANCE.  
 10:42:40 YOU ALL AS COUNCIL ADOPT THE POLICIES AND RULES THAT THE  
 10:42:43 VILLAGE RESIDENTS AND BUSINESS OWNERS HAVE TO LIVE BY AND  
 10:42:47 MAINTAIN THEIR PROPERTY BY AND CONDUCT THEMSELVES BY.  
 10:42:52 SO WHEN MR. KNIGHT IS OUT THERE TAKING COMPLAINTS, THAT IS  
 10:42:57 WHAT HIS FIRST GOAL IS ALWAYS GOING TO BE AND HE'LL SPEAK TO  
 10:43:01 THAT TO TRY TO WORK POSITIVELY WITH RESIDENTS AND PROPERTY  
 10:43:04 OWNERS TO GET COMPLIANCE.  
 10:43:06 BECAUSE I SAID THE WORD COMPLAINT, I WILL ALSO REMIND YOU  
 10:43:12 ALL AND FOLKS WHO ARE WATCHING THAT A COUPLE OF YEARS AGO  
  
 10:43:16 THE LEGISLATURE CHANGED THE STATUTES.  
 10:43:19 USED TO BE THAT IF YOU HAD A COMPLAINT, YOU DIDN'T WANT TO  
 10:43:25 BE RETALIATED FROM YOUR NEIGHBOR, WHATNOT, YOU COULD MAKE AN  
 10:43:28 ANONYMOUS COMPLAINT AND CODE ENFORCEMENT WOULD FOLLOW UP AND  
 10:43:31 HANDLE THAT.  
 10:43:32 THE LEGISLATURE DIDN'T LIKE THAT, SO NOW THE STATUTE READS  
 10:43:36 THAT COMPLAINTS WHEN YOU DO CODE ENFORCEMENT, YOU HAVE TO  
 10:43:38 GIVE YOUR NAME AND IDENTIFY YOURSELF.  
 10:43:43 WHILE THAT'S UNFORTUNATE, I PERSONALLY THINK IT'S  
 10:43:47 UNFORTUNATE BECAUSE IT DRAWS PEOPLE INTO POTENTIAL NEIGHBOR

10:43:51 TO NEIGHBOR CONFLICT, THAT IS THE LAW WE HAVE NOW.  
 10:43:54 JUST UNDERSTAND IF YOU DEAL WITH CONSTITUENTS AND THEY GET  
 10:43:57 IRRITATED WITH YOU, I WANTED TO MAKE A COMPLAINT BUT WANTED  
 10:44:00 TO STAY ANONYMOUS AND YOUR STAFF WOULDN'T LET ME, THAT IS  
 10:44:04 THE REASON WHY.  
 10:44:05 LEGALLY WE'RE NOT ALLOWED TO TAKE ANONYMOUS COMPLAINTS.  
 10:44:08 OBVIOUSLY, BECAUSE THERE ARE PENALTIES INVOLVED, LEGALLY  
 10:44:12 THERE'S DUE PROCESS THAT'S REQUIRED.  
 10:44:14 WHEN MR. KNIGHT IS OUT THERE DOING HIS ENFORCEMENT  
 10:44:18 ACTIVITIES, HE'S GOING TO MAKE SURE THAT IF HIS INFORMAL  
 10:44:23 COMPLIANCE EFFORTS DON'T GAIN TRACTION AND HE HAS TO ISSUE A  
 10:44:28 VIOLATION NOTICE, THAT HE GIVES AN AMPLE AMOUNT OF -- THAT  
 10:44:32 HE LETS THEM KNOW WHAT THE VIOLATION IS WITH SUFFICIENT  
 10:44:35 DETAIL AND THEN ALSO GIVES THEM AN AMPLE AMOUNT OF TIME TO  
 10:44:38 CORRECT WHAT THE VIOLATION MAY BE BEFORE THEN SCHEDULING FOR  
  
 10:44:43 A SPECIAL MASTER.  
 10:44:44 IF THE VIOLATION IS NOT CORRECTED, THEN MR. KNIGHT WILL  
 10:44:48 SCHEDULE A SPECIAL MASTER HEARING.  
 10:44:50 AND THOSE ARE CONDUCTED HERE IN VILLAGE HALL.  
 10:44:54 IT'S A QUASI-JUDICIAL PROCEEDING.  
 10:44:56 YOU ARE FAMILIAR WITH THAT.  
 10:44:57 YOU'VE JUST BEEN THROUGH ONE RECENTLY.  
 10:44:59 THE TESTIMONY IS TAKEN UNDER OATH AND ANY EVIDENCE THAT'S  
 10:45:03 GOING TO BE ENTERED IS ENTERED.  
 10:45:05 AND THEN THE MAGISTRATE WILL MAKE A FINDING WHETHER THERE IS  
 10:45:10 A VIOLATION OR NOT.  
 10:45:12 FURTHER DUE PROCESS, THE MAGISTRATE WILL SAY, YOU GOT TO GET  
 10:45:15 THIS TAKEN CARE OF IN THIS AMOUNT OF TIME.  
 10:45:17 GO GET IT TAKEN CARE OF OR ELSE I'M GOING TO IMPOSE A LIEN  
 10:45:20 ON YOU OR A DAILY FINE I SHOULD SAY ON YOU.  
 10:45:24 THEN THE PERSON HAS OPPORTUNITY TO GO AND CORRECT IT AGAIN.  
 10:45:28 BUT IF MR. KNIGHT COMES BACK AND REPORTS THAT THIS IS NOT  
 10:45:33 BEING DONE, THEN THE MAGISTRATE'S ORDER WILL COME INTO  
 10:45:37 EFFECT AND THE DAILY FINE THAT HE IMPOSED WILL ACCUMULATE  
 10:45:42 AND AT SOME POINT UNDER THE STATUTE, AFTER THE ORDER HAS  
 10:45:46 BEEN IN PLACE FOR SO MANY MONTHS, THE VILLAGE HAS THE OPTION  
 10:45:50 TO RECORD THAT AS A LIEN AGAINST THE PROPERTY.  
 10:45:54 AGAIN, YOU ALL ARE FAMILIAR WITH TODAY'S EARLIER AGENDA  
 10:45:58 MEMO, HOW THAT PROCESS WORKS, THAT IT IS A LIEN.  
 10:46:01 IT HAS A 20-YEAR STATUTE OF LIMITATIONS, AND IT APPLIES,  
  
 10:46:06 RUNS NOT JUST AGAINST THE PROPERTY THAT'S AT ISSUE, BUT  
 10:46:09 AGAINST THE INDIVIDUAL, THE OWNER OF THE PROPERTY, THE  
 10:46:12 VIOLATOR AND SO IN THE MOST EXTREME EXAMPLE, YOUR PERSONAL  
 10:46:18 ASSETS CAN BE SUBJECT TO THE LIEN BEING FORECLOSED, NOT JUST  
 10:46:23 THE PROPERTY ITSELF.  
 10:46:24 AGAIN, YOU AS COUNCIL HISTORICALLY HAVE TRIED TO WORK WITH

10:46:29 PROPERTY OWNERS WHEN THEY COME FORWARD, USUALLY THE LIEN,  
 10:46:34 SOME LIENS JUST SIT THERE FOR YEARS AND HOW IT POPS AND HOW  
 10:46:39 THE OWNER COMES BEFORE YOU IS BECAUSE THEY ARE LOOKING TO  
 10:46:43 GET REFINANCED OR LOOKING TO SELL IT.  
 10:46:47 WHEN YOU DO THE TITLE SEARCH, THE LIEN POPS AND THE TITLE  
 10:46:50 COMPANY SAYS YOU NEED TO GET THIS RESOLVED.  
 10:46:52 THEN ALL OF A SUDDEN THEY COME AND THEY WANT YOUR MERCY.  
 10:46:56 WE'VE GONE THROUGH THAT AND COUNCIL HAS HEARD SOME OF THOSE  
 10:47:02 OVER THE MONTHS.  
 10:47:04 BECAUSE WE'VE HAD SOME OF THOSE, YOU ALL WANT A WORKSHOP.  
 10:47:10 WE'RE PUTTING THAT ON FOR YOU TODAY.  
 10:47:12 THAT'S BASICALLY AN OVERVIEW.  
 10:47:14 THE LAST THING I WILL TALK ABOUT, LEGALLY SPEAKING BEFORE I  
 10:47:17 HAND IT OVER TO THE STAFF, THERE'S ALWAYS A QUESTION, AND  
 10:47:21 IT'S A LARGER QUESTION IN A MORE MODERN COMMUNITY SUCH AS  
 10:47:25 THE VILLAGE WHERE THE HOA FORM IS PROMINENT IN OUR VILLAGE.  
 10:47:31 WHILE IT CERTAINLY IS TRUE -- AND I MENTION IN MY MEMO --  
 10:47:35 THAT WE AS THE LOCAL GOVERNMENT HAVE JURISDICTION THROUGHOUT  
 10:47:38 THE VILLAGE OF ESTERO, WHETHER IT'S VILLAGE OR HOA-GOVERNED  
  
 10:47:44 COMMUNITY OR NOT, THAT WE HAVE TYPICALLY DEFERRED ON THE  
 10:47:48 ADMINISTRATIVE SIDE TO THE HOA AND ITS ORGANIZATION AND ITS  
 10:47:56 GOVERNANCE AND ENFORCEMENT MECHANISMS BECAUSE A LOT OF THE  
 10:47:59 CODE WE HAVE IN PLACE, THOSE SAME ISSUES ARE ALSO DEALT WITH  
 10:48:02 IN THE GOVERNING DOCUMENTS.  
 10:48:04 IT'S BETTER TO ALLOW NEIGHBORS TO DEAL WITH NEIGHBORS TO TRY  
 10:48:08 TO RESOLVE THEIR DIFFERENCES RATHER THAN GOVERNMENT COMING  
 10:48:11 IN AND TRYING TO DEAL WITH IT.  
 10:48:14 THAT BEING SAID, ANYONE FROM AN HOA GOVERNED COMMUNITY  
 10:48:20 SUBMITS A CODE ENFORCEMENT COMPLAINT CITING VIOLATION OF  
 10:48:23 VILLAGE CODE, MR. KNIGHT WILL GO INVESTIGATE THAT AND OPEN A  
 10:48:27 CASE JUST AS HE DOES WITH ANY OTHER CASE.  
 10:48:29 THAT'S A LEGAL OVERVIEW.  
 10:48:33 >>Mayor McLain: BEFORE WE GO OFF THE LEGAL, DOES ANYONE HAVE  
 10:48:36 ANY QUESTIONS REGARDING THAT?  
 10:48:37 I DO HAVE ONE.  
 10:48:41 IN THE SUMMARY THAT YOU WROTE UP FOR US, YOU SAID THAT THE  
 10:48:47 VILLAGE HAS AN ADDITIONAL OPTION OF FILING A CIVIL ACTION  
 10:48:50 SEEKING ENFORCEMENT OF ITS CODES.  
 10:48:52 I DON'T KNOW IF YOU COVERED THAT AT ALL OR NOT.  
 10:48:56 WHAT WOULD THAT GIVE US AS AN EXTRA MEANS OF COLLECTING  
 10:49:02 THESE IN A MORE TIMELY FASHION.  
 10:49:04 WHAT IS THE BENEFIT OF US MAYBE TRYING TO ADOPT THAT.  
 10:49:07 >>Robert Eschenfelder: IF THAT IS LESS ABOUT COLLECTING AND  
 10:49:10 MONEY AND MORE ABOUT HAVING HEFT TO FIXING THE PROBLEM.  
  
 10:49:14 I'LL GIVE YOU AN EXAMPLE.  
 10:49:16 IN ONE OF MY CLIENT COMMUNITIES BACK IN TIME, THERE WAS A

10:49:20 BUSINESS THAT WAS MAINTAINING A VERY ENVIRONMENTALLY  
 10:49:26 UNFRIENDLY PLACE OF BUSINESS.  
 10:49:28 DUMPING OF CHEMICALS AND SO FORTH.  
 10:49:30 IT WOULD BE ONE THING TO GO OUT AND SAY HERE IS A CODE  
 10:49:35 CITATION AND YOU HAVE A \$250 A DAY FINE.  
 10:49:38 IF THE BUSINESS DOESN'T CARE AND THIS BUSINESS DIDN'T, THEN  
 10:49:42 THEY ARE JUST GOING TO IGNORE THAT.  
 10:49:44 IN THAT KIND OF SETTING, IT'S OFTEN A GOOD CHOICE FOR THE  
 10:49:51 LOCAL GOVERNMENT TO GO INTO CIRCUIT COURT AND FILE A  
 10:49:55 DECLARATORY JUDGMENT ACTION AND/OR A NUISANCE ACTION UNDER  
 10:49:59 NUISANCE LAW ON BEHALF OF THE GOVERNMENT TO SAY THAT THIS IS  
 10:50:01 A PUBLIC NUISANCE THAT'S BEING MAINTAINED.  
 10:50:04 IT'S HARMING THE PUBLIC.  
 10:50:06 SO, JUDGE, WE WANT YOU TO ORDER THIS BUSINESS TO STOP DOING  
 10:50:09 THIS AND TO REMEDY THE VIOLATIONS.  
 10:50:11 AGAIN, BECAUSE THE JUDGE HAS BROADER POWERS UNDER THE  
 10:50:16 JUDICIAL BRANCH OF GOVERNMENT OUTSIDE OF CHAPTER 162,  
 10:50:19 THERE'S MORE REMEDIES THAT WE COULD GET TO FIX THE PROBLEM,  
 10:50:23 NOT NECESSARILY MONETARY PENALTY, BUT THAT THE JUDGE WOULD  
 10:50:26 BASICALLY SAY YOU MUST GET THIS DONE OR I WILL THROW YOU IN  
 10:50:29 JAIL KIND OF THING.  
 10:50:30 SO THAT'S WHAT -- THAT'S AN OPTION THAT WE ALWAYS HAVE.  
 10:50:35 >>Mayor McLain: IN ORDER FOR US TO ADOPT THAT, WHAT IS THE  
  
 10:50:39 PROCESS THAT WE WOULD HAVE TO USE TO DO THAT?  
 10:50:42 >>Robert Eschenfelder: IT WOULD SIMPLY BE BROUGHT TO YOU.  
 10:50:44 STAFF WOULD BRING IT TO YOU AS, GUYS, THAT HAS GONE BEYOND  
 10:50:48 OUR ABILITY TO HANDLE WITH THE TOOLS WE HAVE AS CODE  
 10:50:51 ENFORCEMENT, SO OUR RECOMMENDATION IS THAT YOU INSTRUCT THE  
 10:50:55 VILLAGE ATTORNEY TO FILE SUIT TO DECLARE THIS TO BE A PUBLIC  
 10:50:59 NUISANCE.  
 10:50:59 >>Mayor McLain: WE DON'T HAVE TO PUT IT IN OUR CHARTER OR  
 10:51:01 ANYTHING LIKE THAT.  
 10:51:02 JUST A CASE-BY-CASE BASIS.  
 10:51:04 >>Robert Eschenfelder: NO.  
 10:51:05 IN LOOKING AT YOUR CODE, THERE ARE SOME PROVISIONS THAT I'D  
 10:51:08 LIKE TO ADD TO YOUR CODE ENFORCEMENT CHAPTER.  
 10:51:11 SO I'LL BE WORKING THAT UP AND BRINGING IT BACK TO YOU GUYS  
 10:51:14 SHORTLY AT A FUTURE WORKSHOP.  
 10:51:16 BUT, NO, YOU DON'T HAVE TO PUT IT IN YOUR CHARTER.  
 10:51:19 WE HAVE THE ABILITY TO FILE A SUIT UNDER FLORIDA LAW FOR  
 10:51:24 PUBLIC NUISANCE.  
 10:51:25 >>Mayor McLain: OKAY.  
 10:51:26 THANK YOU.  
 10:51:26 MARY.  
 10:51:29 WELCOME.  
 10:51:31 HAPPY NEW YEAR.  
 10:51:33 >>Mary Gibbs: GOOD MORNING.

10:51:34 IF I COULD COMMENT ON WHAT ROBERT ESCHENFELDER WAS

10:51:38 DISCUSSING, AS AN ASIDE, THE INSTANCES WHERE YOU WOULD GO TO  
 10:51:43 COURT WOULD REALLY BE KIND OF THE MORE SEVERE VIOLATIONS OR  
 10:51:47 THE MORE PUBLIC HEALTH AND SAFETY ISSUES.  
 10:51:50 WHEN STANLEY GETS UP AND TALKS ABOUT WHAT HE DOES EVERY DAY,  
 10:51:53 HE MAY TOUCH ON THE FACT THAT A LOT OF OUR VIOLATIONS ARE  
 10:51:58 BASIC ZONING VIOLATIONS, NUISANCE, GARBAGE THINGS, DIRTY  
 10:52:03 POOLS, DIRTY SIGNS, AND THEN A LOT OF SIGN CODE VIOLATIONS.  
 10:52:08 SOME OF THOSE MAY NOT REALLY RISE TO THE LEVEL OF WHAT  
 10:52:11 YOU'RE TALKING ABOUT AND WHAT ROBERT IS TALKING ABOUT, JUST  
 10:52:14 TO PUT THAT IN PERSPECTIVE.  
 10:52:16 TO GIVE YOU A LITTLE BIT OF BACKGROUND AND A REFRESHER,  
 10:52:19 SINCE THIS ACTUALLY, THE COUNCIL REQUESTED THIS WORKSHOP  
 10:52:22 BACK I THINK IN OCTOBER, NOVEMBER, BEFORE CHRISTMAS WHEN WE  
 10:52:25 HAD THE PRO ENERGY CASE, THE DIRTY SIGN AT THE MARATHON GAS  
 10:52:29 STATION.  
 10:52:29 YOU SAID PLEASE COME BACK AND DO A WORKSHOP FOR US.  
 10:52:32 WHEN WE WENT BACK AND LOOKED WE REALIZED THAT WE HAD NOT  
 10:52:35 DONE A WORKSHOP FOR COUNCIL FOR ABOUT FOUR YEARS.  
 10:52:38 IT DIDN'T SEEM LIKE THAT LONG.  
 10:52:40 I KNOW THAT SOME OF THE COUNCIL MEMBERS ARE NEWER HAVE NOT  
 10:52:44 SEEN THE COUNCIL WORKSHOP.  
 10:52:45 SO WE THOUGHT WE WOULD GET THAT SCHEDULED.  
 10:52:51 WHAT ROB HAS ALREADY TALKED ABOUT, THE LEGAL ISSUES, BUT YOU  
 10:52:54 MAY COME BACK WITH QUESTIONS WHEN WE'RE DONE.  
 10:52:57 I'M GOING TO ASK STANLEY, WHO IS OUR ONE-MAN CODE

10:53:00 ENFORCEMENT DEPARTMENT, STANLEY KNIGHT, TO TALK ABOUT WHAT  
 10:53:04 HAPPENS FROM BEGINNING TO END.  
 10:53:07 WHEN HE FINDS A VIOLATION OR SOMEBODY CALLS IN A VIOLATION  
 10:53:10 AND THE PROACTIVE VERSUS REACTIVE, HOW THAT PROCESS WORKS,  
 10:53:14 THE DIFFERENT STEPS INVOLVED.  
 10:53:16 BECAUSE I KNOW THE COUNCIL, WHEN WE WERE TALKING ABOUT IT  
 10:53:19 PREVIOUSLY, WHY DOES IT TAKE SO LONG.  
 10:53:22 THAT IS A QUESTION EVEN WHEN I WAS AT THE COUNTY, CODE  
 10:53:25 ENFORCEMENT, SAME AGE-OLD QUESTION, WHY DOES IT TAKE SO LONG  
 10:53:29 TO GET THE VIOLATIONS RESOLVED?  
 10:53:30 THERE ARE STATE STATUTES THAT REGULATE ALL THAT.  
 10:53:33 HE'S GOING TO EXPLAIN ALL THAT ALL THE DIFFERENT STEPS AND  
 10:53:36 HOW LONG IT TAKES AND THAT KIND OF GETS YOU TO THE POINT OF  
 10:53:40 LIEN -- SO I'M JUST GOING TO TURN IT OVER TO STANLEY AS HE  
 10:53:43 KNOWS THE PROCESS WAY BETTER.  
 10:53:46 I AM GOING TO ASK HIM TO JUST NOT TALK AS FAST AS HE USUALLY  
 10:53:50 DOES BECAUSE LAST MONTH I WAS ACCUSED BY THE COURT REPORTER  
 10:53:53 AT A PRIOR HEARING THAT I TALKED TOO FAST AND SHE COULDN'T  
 10:53:56 KEEP UP WITH WHAT I WAS SAYING.  
 10:53:58 I KNOW STANLEY DRINKS A LOT OF PEPSI AND HE TALKS WAY FASTER

10:54:02 THAN I DO.  
 10:54:04 JUST GOT TO TAKE IT A LITTLE SLOWER.  
 10:54:08 >>Stanley Knight: I'VE NEVER HAD A PEPSI IN MY LIFE.  
 10:54:11 I DRINK DIET COKE.  
 10:54:13 [ LAUGHTER ]

10:54:14 WITHOUT BEING REDUNDANT, THE PROCESS THAT I DO OUTSIDE OF  
 10:54:20 WHAT THE ATTORNEY HAD GIVEN AND WHAT MARY HAS SAID IS WE  
 10:54:24 HAVE PROACTIVE VERSUS REACTIVE, 90% IS PROACTIVE.  
 10:54:28 I RECEIVED A FEW CALLS A WEEK.  
 10:54:31 THE REST OF THE TIME I'M OUT DOING WHAT I CALL NEIGHBORHOOD  
 10:54:34 SERVICES.  
 10:54:34 I DRIVE AROUND FROM NEIGHBORHOOD TO NEIGHBORHOOD.  
 10:54:40 IF I FIND A VIOLATION, I'LL VISIT THE INITIAL SITE.  
 10:54:43 90% OF THE TIME THE PEOPLE AREN'T AT HOME SO I END UP  
 10:54:48 SENDING THE COURTESY NOTICE TO THEM FOR THE VIOLATION,  
 10:54:51 MOWING, SIGN VIOLATION, ANYTHING TO THAT EFFECT.  
 10:54:54 WHEN I DO SEND OUT THE FIRST LETTER, CALLED A COURTESY  
 10:54:58 NOTICE, THERE IS NO SPECIFIC TIME OR TIME FRAME YOU HAVE TO  
 10:55:02 GIVE THEM TO COMPLY.  
 10:55:03 WHEN I WENT THROUGH MY STATE CERTIFICATION COURSES, IT SAYS  
 10:55:10 GENERALLY 10 BUSINESS DAYS, 14 CALENDAR DAYS FOR YOUR  
 10:55:13 COURTESY NOTICE, DEPENDING ON THE SEVERITY OF THE VIOLATION.  
 10:55:17 AFTER THAT, COURTESY NOTICE IS SENT OUT WITH THE COMPLIANCE  
 10:55:23 DATE AND IT IS OR IS NOT COMPLIED OUT WITH.  
 10:55:25 I SEND OUT A AFFIDAVIT OF COMPLIANCY OR NONCOMPLIANCY.  
 10:55:29 THOSE ARE NOTARIZED THAT GO TO THE PROPERTY OWNER AS WELL.  
 10:55:34 IF IT IS A COMMERCIAL BUSINESS OR LLC, I NOTIFY THE  
 10:55:37 REGISTERED AGENT AS WELL.  
 10:55:38 I USUALLY GIVE ADDITIONAL 7 TO 14 DAYS, AGAIN, DEPENDING ON  
 10:55:44 THE SEVERITY OF THE VIOLATION FROM THERE.

10:55:46 AFTER I DO REINSPECTION FROM THAT, I SEND OUT A NOTICE OF  
 10:55:51 VIOLATION WHICH GIVES THEM AN ADDITIONAL -- I GIVE ONE WEEK  
 10:55:53 ON A NOTICE OF VIOLATION FOR COMPLIANCY.  
 10:55:57 ONCE THAT COMES THROUGH, I SEND OUT THE NOTICE OF HEARING.  
 10:56:01 WITH THE NOTICE OF HEARING, I HAVE TO GIVE THEM 30 DAYS  
 10:56:04 PRIOR TO THE HEARING.  
 10:56:06 YOUR TIME FRAME IS THERE FROM THE VERY FIRST TO NOTICE OF  
 10:56:09 HEARING CAN TAKE 60 DAYS TO GET A LAWN MOWED.  
 10:56:13 ONCE SEND OUT THOSE NOTICE OF HEARINGS, THOSE ARE ALL SENT  
 10:56:21 CERTIFIED MAIL, REQUEST RETURN RECEIPT.  
 10:56:23 IF THEY ARE NOT RETURNED TO ME, I POST PROPERTY TEN DAYS  
 10:56:27 PRIOR TO THE HEARING.  
 10:56:28 THEY ARE GIVEN NOTICE OF THE HEARING.  
 10:56:30 AND WE DO HAVE A VERY HIGH COMPLIANCY RATE.  
 10:56:33 I WOULD SAY ONE OF THE HIGHEST IN THE STATE, 98.2%  
 10:56:36 COMPLIANCY IN ESTERO.

10:56:37 THAT'S EXTREMELY GOOD.  
 10:56:40 AFTER -- EXCUSE ME.  
 10:56:46 NOTICE OF HEARING IS SENT TO THEM AND WE GET THE HEARING SET  
 10:56:51 UP WITH THE SPECIAL MAGISTRATE, I PRESENT MY EVIDENCE TO THE  
 10:56:54 MAGISTRATE VIA A PowerPoint.  
 10:56:59 IF THE RESPONDENT COMES IN, THEY DEFEND THEMSELVES.  
 10:57:06 IF THERE IS SUFFICIENT EVIDENCE, THE MAGISTRATE WILL EITHER  
 10:57:10 FIND AN ORDER -- ORDER OF FINDING VIOLATION OR DISMISS THE  
 10:57:16 CASE.  
  
 10:57:17 ONCE THAT IS DONE, THEY ARE GIVEN UNTIL THE NEXT HEARING TO  
 10:57:24 COMPLY BY THE MAGISTRATE.  
 10:57:25 SO THERE IS AN ADDITIONAL 30 DAYS.  
 10:57:27 IF THEY DO NOT COMPLY THEN, I CALL IT A MASSEY HEARING, BUT  
 10:57:33 YOU GUYS WOULD KNOW IT AS IMPOSITION.  
 10:57:35 SO WE'LL HAVE AN IMPOSITION HEARING.  
 10:57:37 THAT IMPOSITION HEARING IS TO LET THEM KNOW THAT THEY HAVE  
 10:57:41 NOT COMPLIED, SO WE WILL IMPOSE FINES TODAY ON THIS  
 10:57:45 PROPERTY.  
 10:57:45 SO THE FINES WOULD START THE DAY OF THE IMPOSITION HEARING.  
 10:57:50 FROM THERE, 20 DAYS AFTER THE IMPOSITION HEARING, I RECORD  
 10:57:53 THE LIEN ON THE PROPERTY IF COMPLIANCY IS NOT MET.  
 10:57:58 THOSE ARE RECORDED AT LEE COUNTY.  
 10:57:59 ONCE THOSE ARE RECORDED -- AND THEY CAN APPEAL THOSE IN  
 10:58:03 CIRCUIT COURT.  
 10:58:05 THEY CAN APPEAL IT.  
 10:58:06 THEY HAVE UP TO THE 20 DAYS BEFORE I FILE THE LIEN TO  
 10:58:09 APPEAL.  
 10:58:11 IF THEY ARE BROUGHT INTO COMPLIANCE, I ENTER INTO THE SYSTEM  
 10:58:17 SATISFACTION -- EXCUSE ME, AFFIDAVIT OF COMPLIANCE AND THAT  
 10:58:20 STOPS THE FINES FROM ACCRUING.  
 10:58:21 THEN FROM THERE, THEY CAN FILE A MITIGATION.  
 10:58:26 YOU WOULD HEAR THE CASE AND PRESENT EVIDENCE TO YOU OR ASK  
 10:58:31 FOR REDUCTION OF LIEN.  
 10:58:33 ONCE THAT MITIGATION IS AGREED UPON, I FILE -- PUT A  
  
 10:58:39 SATISFACTION OF LIEN IN THE SYSTEM AND THEN RECORD A RELEASE  
 10:58:41 OF LIEN WITH THE COUNTY.  
 10:58:45 I ONLY RECORD THE RELEASE OF LIEN ONCE IT IS PAID AND THE  
 10:58:49 PROPERTY MUST BE IN COMPLIANCE BEFORE THEY CAN DO A  
 10:58:52 MITIGATION, IF IT'S STILL OPEN OR THE CASE IS NOT COMPLIANT,  
 10:58:56 THEY CANNOT FILE FOR MITIGATION.  
 10:58:58 ONCE MITIGATION IS DECIDED UPON, THEN THEY GIVE -- WE  
 10:59:03 GENERALLY GIVE A SPECIFIC AMOUNT OF TIME.  
 10:59:05 I DON'T KNOW IF WE HAVE AT THE LAST ONE, TO PAY THAT  
 10:59:09 MITIGATED AMOUNT.  
 10:59:11 USUALLY 30 DAYS.  
 10:59:12 THAT'S HERE NOR THERE.

10:59:14 AND THAT'S GENERALLY THE GIST OF IT FROM OPEN TO CLOSE.  
 10:59:18 NOW WHAT I WOULD SAY, WHEN MAYOR BOESCH WAS IN, HE CALLED ME  
 10:59:27 ONE DAY AND SAID I WANT TO RIDE ALONG WITH YOU.  
 10:59:30 HE SPENT FOUR HOURS IN THE TRUCK WITH ME GOING NEIGHBORHOOD  
 10:59:33 FROM NEIGHBORHOOD.  
 10:59:34 HE SAID I DIDN'T EVEN KNOW THIS PLACE EXISTED.  
 10:59:38 I WOULD INVITE ANY OF YOU IF YOU WANT TO GO WITH ME ONE DAY,  
 10:59:43 CALL ME.  
 10:59:44 YOU ARE MORE THAN WELCOME TO RIDE ALONG WITH ME.  
 10:59:46 YOU TOO.  
 10:59:47 [ LAUGHTER ]  
 10:59:47 OUTSIDE OF ALL OF THIS, I HAVE THE SIGNS.  
 10:59:53 I PICKED UP MORE SIGNS THIS YEAR THAN I HAVE IN THE LAST  
  
 10:59:56 FIVE.  
 10:59:57 OVER 11,000 SIGNS SINCE WE STARTED.  
 11:00:00 I KEEP A SPREADSHEET EVERY DAY.  
 11:00:02 11,000 SIGNS SINCE I STARTED EIGHT YEARS AGO.  
 11:00:07 THERE ARE STILL SOME OUT THERE NOW.  
 11:00:10 NOT YOURS.  
 11:00:10 ANY QUESTIONS?  
 11:00:17 >>Mayor McLain: GEORGE.  
 11:00:18 >>George Zalucki: THANK YOU.  
 11:00:20 THANK YOU, ROB AND STANLEY AND MARY.  
 11:00:22 THIS IS A GREAT REPORT THAT WE CAN REFLECT ON AND LOOK AT  
 11:00:26 THE PROCESS.  
 11:00:27 STANLEY, I'M CURIOUS.  
 11:00:28 IT SOUNDS LIKE YOU ARE EXTRAORDINARILY BUSY.  
 11:00:31 WHAT WOULD YOU SAY THE PERCENTAGE OF TIME THAT YOU GO OUT ON  
 11:00:34 VIOLATIONS?  
 11:00:35 IS THAT SOMETHING THAT IS INITIATED FROM A CITIZEN?  
 11:00:39 WHAT IS THE PERCENTAGE OF YOU ROAMING OUR COMMUNITY AND  
 11:00:42 FINDING VIOLATIONS THROUGH VISUAL AND WHATNOT?  
 11:00:46 >>Stanley Knight: YOU HAVE DIFFERENT COMMUNITIES WHO DO IT  
 11:00:48 DIFFERENTLY.  
 11:00:49 I BELIEVE BONITA IS REACTIVE.  
 11:00:52 SO THEY ONLY GO OUT AND INVESTIGATE COMPLAINTS AND  
 11:00:56 PROACTIVE.  
 11:00:56 I'M OUT EVERY MORNING DRIVING EVERY DAY.  
  
 11:00:59 I WOULD SAY WE'RE 95% PROACTIVE.  
 11:01:01 >>George Zalucki: 95% PROACTIVE.  
 11:01:03 >>Stanley Knight: I GET A FEW CALLS A WEEK ABOUT MOTOR HOMES  
 11:01:07 OR THE NEIGHBORS, THIS, THAT, OR THE OTHER.  
 11:01:09 95% IS PROACTIVE.  
 11:01:13 >>Robert Eschenfelder: ONE OF THE LIMITING FACTORS THERE --  
 11:01:15 THIS IS KIND OF A LEGAL ISSUE -- JUST AS WITH POLICE  
 11:01:18 OFFICERS, MR. KNIGHT IS NOT ALLOWED TO JUST GO AND ROAM



11:01:21 AROUND SOMEONE'S PRIVATE PROPERTY.  
 11:01:23 HE WOULD HAVE TO SEE THE CONDITION FROM A PLACE HE'S  
 11:01:26 LAWFULLY, SO POOLS THAT ARE BEHIND THE HOUSE, THOSE ARE  
 11:01:29 GOING TO BE A HIGHER PERCENTAGE OF COMPLAINTS.  
 11:01:31 >>Stanley Knight: CORRECT, YES.  
 11:01:33 HAVE ONE IN FOUNTAIN LAKES.  
 11:01:36 SIX OF THE NEIGHBORS SHOWED UP HERE, HEARING ABOUT IT.  
 11:01:40 I CAN'T GO ONTO THAT PROPERTY, BUT THE NEIGHBOR ALLOWS ME TO  
 11:01:43 GO ONTO HER PROPERTY AND I CAN SEE IT FROM THERE.  
 11:01:46 IF I CANNOT SEE IT FROM THE STREET, IT'S --  
 11:01:49 >>George Zalucki: YEAH, I THINK BEING PROACTIVE IS  
 11:01:52 EXTRAORDINARILY POWERFUL BECAUSE YOU'RE ENGAGING THE  
 11:01:54 COMMUNITY.  
 11:01:55 YOU'RE GIVING THEM AN OPPORTUNITY TO CORRECT THE VIOLATION.  
 11:01:57 I LOVE THE WAY THAT I THINK ROB INSERTED THIS PHRASE.  
 11:02:00 IT SHOULD BE NOTED THAT THE GOAL OF THE CODE ENFORCEMENT  
 11:02:02 UNDER THE ACT IS TO OBTAIN COMPLIANCE.  
  
 11:02:05 >>Stanley Knight: CORRECT.  
 11:02:06 >>George Zalucki: IT'S NOT TO FINE.  
 11:02:07 IT'S NOT FOR THE VILLAGE TO GAIN MONEY, GAIN FUNDS FROM  
 11:02:12 THESE CODE ISSUES.  
 11:02:14 >>Stanley Knight: THE CODE IS NEVER GOING TO BE A  
 11:02:15 MONEY-MAKING --  
 11:02:17 >>George Zalucki: NO, NOR SHOULD IT BE.  
 11:02:19 AS I REFLECT BACK ON ITEM 6B THAT WE APPROVED EARLIER, I  
 11:02:22 THINK THE MESSAGE NEEDS TO BE SENT TO THE COMMUNITY THAT WE  
 11:02:25 WANT TO WORK WITH YOU AND THAT'S WHAT YOU'RE DOING.  
 11:02:28 HOWEVER, IF YOU CROSS THE LINE, YOU'RE NONCOMPLIANT TO 499  
 11:02:32 DAYS, THE HAMMER IS GOING TO BE DROPPED.  
 11:02:34 I THINK THAT MESSAGE NEEDS TO BE SENT.  
 11:02:37 WE WANT TO WORK WITH YOU, BUT WE NEED TO BE ACCOUNTABLE AND  
 11:02:40 RESPONSIBLE.  
 11:02:40 MY NEXT QUESTION IS, I THINK, STANLEY, YOU MENTIONED THAT  
 11:02:44 THERE IS A STEP BETWEEN 2 AND 3.  
 11:02:46 YOU MENTIONED ISSUANCE OF COURTESY NOTICE.  
 11:02:50 I BELIEVE YOU SAID THERE WAS ANOTHER STEP BETWEEN THAT AND  
 11:02:52 THE NOTICE OF VIOLATION.  
 11:02:54 >>Stanley Knight: YES.  
 11:02:55 AFFIDAVIT OF COMPLIANCE, NONCOMPLIANCY.  
 11:02:58 NOTARIZED AFFIDAVIT I SEND OUT.  
 11:03:01 >>George Zalucki: SHOULD THIS BE ADDED AS A PROCESS STEP?  
 11:03:04 >>Stanley Knight: THEY ARE NOT EVEN REQUIRED.  
  
 11:03:07 AFFIDAVIT OF COMPLIANCY OR NONCOMPLIANCY IS NOT REQUIRED BUT  
 11:03:10 WE DO SEND THEM.  
 11:03:12 >>George Zalucki: 98.2% COMPLIANCE RATE, THAT IS  
 11:03:15 EXTRAORDINARY.

11:03:16 I THINK BY ANY METRIC.  
 11:03:19 GREAT JOB.  
 11:03:20 KEEP UP THE GREAT WORK.  
 11:03:22 >>Jim Ward: JUST FOLLOWING UP ON THAT, I WOULD COMMEND YOU  
 11:03:25 ON THE 98% COMPLIANCE.  
 11:03:27 BUT WHAT TRIGGERED THIS A COUPLE OF MONTHS AGO WAS THE PRO  
 11:03:31 ENERGY.  
 11:03:31 >>Stanley Knight: YES.  
 11:03:32 >>Jim Ward: YOU CAME TO COUNCIL AND ASKED -- YOU INFORMED US  
 11:03:35 THAT WE HAD \$125,000 LIEN AGAINST PRO ENERGY.  
 11:03:40 AND WE WERE ASKED AS A COUNCIL TO APPROVE THAT AT 10 CENTS  
 11:03:45 ON THE DOLLAR OR \$12,000.  
 11:03:47 THAT PUT COUNCIL IN A VERY DIFFICULT POSITION.  
 11:03:51 AND IT ALSO PUTS YOU IN A DIFFICULT POSITION.  
 11:03:53 I DON'T KNOW HOW WE GOT THERE.  
 11:04:00 IT'S A COMBINATION OF THE SIZE OF THE FINE OF \$250 A DAY,  
 11:04:04 THE 499 DAYS THAT IT WAS OUTSTANDING, AND CULMINATING IN A  
 11:04:09 TOTAL FINE OF \$124,000, WHICH WE WERE ASKED TO SETTLE FOR  
 11:04:14 12.  
 11:04:15 WE NEGOTIATED AND WE SETTLED FOR 30,000.  
 11:04:19 WHAT I WOULD LIKE TO DO IS TO TRY TO FIND A SOLUTION SO THAT  
  
 11:04:24 WE DON'T GET TO THAT POINT.  
 11:04:27 AND MAYBE IT'S UPDATING COUNCIL ON A PERIODIC BASIS AS TO  
 11:04:33 THE NUMBER OF FINES OUTSTANDING AND THE AMOUNTS OF THE FINES  
 11:04:36 THAT ARE OUTSTANDING SO WE DON'T -- WELL, I WILL SAY GET  
 11:04:40 BLINDSIDED.  
 11:04:41 WHEN YOU COME TO US WITH \$125,000 JUDGMENT WHICH WE REALLY  
 11:04:45 DIDN'T HAVE A SENSE OF BEFORE.  
 11:04:48 SO THAT WAS MY CONCERN BACK A COUPLE OF MONTHS AGO.  
 11:04:51 I ACTUALLY REQUESTED THAT WE DO A WORKSHOP ON THIS ISSUE.  
 11:04:58 I STILL WOULD LIKE TO FIND A WAY TO RESOLVE.  
 11:05:00 LET ME ASK YOU A QUESTION.  
 11:05:02 HOW DO YOU DETERMINE IN THE CASE OF PRO ENERGY, WHETHER \$250  
 11:05:06 A DAY FINE OR IF IT'S A \$50 A DAY FINE?  
 11:05:11 >>Stanley Knight: WHEN WE FIRST STARTED CODE EIGHT YEARS  
 11:05:15 AGO, I WAS INSTRUCTED, I WILL SAY, COUNCIL-WISE, EVERYTHING  
 11:05:22 WAS AT \$250.  
 11:05:23 SINCE THEN, MARY AND I HAVE CHANGED ALL OF THAT.  
 11:05:26 MOWING FINE NOW IS \$50 RATHER THAN 250.  
 11:05:29 THE MAINTENANCE ISSUES HAVE DROPPED DOWN FROM 250 TO 100.  
 11:05:33 WORKING WITH OUR PERMITS, 100.  
 11:05:36 IF THEY DO NOT COMPLY, I TURN THAT OVER TO THE STATE BECAUSE  
 11:05:40 THE DBPR WILL ALSO GO AFTER THEIR CONTRACTORS WORKING  
 11:05:44 WITHOUT PERMITS.  
 11:05:45 THE SEVERITY OF THE VIOLATION NOW, THAT MONETARY AMOUNT  
 11:05:47 DEPENDS ON THAT.

11:05:50 >>Robert Eschenfelder: COUNCILMEMBER, TO FOLLOW UP ON THAT,  
 11:05:53 WHEN I TOOK OVER AS VILLAGE ATTORNEY, I WAS KIND OF TOLD  
 11:05:56 THAT THERE WAS SOME HISTORY ON COUNCIL WHERE COUNCIL WAS  
 11:05:59 JUST LIKE "MAXIMUM FINE ALWAYS."  
 11:06:04 UNFORTUNATELY, WE CAN'T DO THAT.  
 11:06:06 THE STATUTE 162.09 SUB B SAYS THAT IN DETERMINING THE AMOUNT  
 11:06:09 OF THE FINE, IF ANY, THE ENFORCEMENT BOARD, OR IN OUR CASE  
 11:06:14 THE MAGISTRATE, SHALL CONSIDER THE FOLLOWING FACTORS: THE  
 11:06:19 GRAVITY OF THE VIOLATION, ANY ACTIONS TAKEN BY THE VIOLATOR  
 11:06:23 TO CORRECT THE VIOLATION, AND ANY PREVIOUS VIOLATIONS  
 11:06:27 COMMITTED BY THE VIOLATOR.  
 11:06:29 IN WORKING WITH MR. KNIGHT, WHAT HE WILL DO NOW, IF HE'S TO  
 11:06:34 THE POINT THAT WE'RE HERE IN A HEARING AND HE'S RECOMMENDING  
 11:06:38 A DAILY FINE, HE'LL SPEAK TO THAT.  
 11:06:40 AND THE MAGISTRATE WILL TAKE TESTIMONY ON THAT AND THEN  
 11:06:44 ULTIMATELY IT'S UP TO THE MAGISTRATE TO SET WHAT THAT FINE  
 11:06:47 WILL BE FROM ZERO TO \$250 A DAY OR \$500 A DAY IF IT IS A  
 11:06:52 REPEAT VIOLATOR BECAUSE THAT'S WHAT THE STATUTE ALLOWS FOR.  
 11:06:57 >>Jim Ward: YOU'RE SAYING WE DON'T SET THE FINE.  
 11:06:59 THE MAGISTRATE SETS THE FINE.  
 11:07:01 >>Robert Eschenfelder: THAT IS CORRECT.  
 11:07:01 THE DAILY FINE IS SET BY THE MAGISTRATE WHEN THE MAGISTRATE  
 11:07:05 IMPOSES THAT FINE.  
 11:07:06 THAT IS A QUASI-JUDICIAL FUNCTION, NOT A STAFF.  
 11:07:09 STAFF CAN MAKE A RECOMMENDATION, BUT IT IS ULTIMATELY UP TO  
  
 11:07:13 THE MAGISTRATE BECAUSE IT'S IN THE ORDER THAT THE MAGISTRATE  
 11:07:17 ENTERS, YOU'RE IN VIOLATION, HERE IS YOUR DAILY FINE.  
 11:07:21 >>Jim Ward: TO YOUR POINT, YOU KNOW, IT DEPENDS ON HOW  
 11:07:25 EGREGIOUS THE VIOLATION IS.  
 11:07:27 IN THE CASE OF PRO ENERGY, I WOULD ARGUE, YOU KNOW, A  
 11:07:33 VIOLATION OF THAT TYPE IS NOT THAT EGREGIOUS.  
 11:07:35 IT'S A COSMETIC ISSUE THAT SHOULD BE ADDRESSED AND THEY NEED  
 11:07:39 TO ADDRESS THOSE THINGS AND WE NEED TO BE CONCERNED ABOUT  
 11:07:44 THOSE TYPES OF THINGS.  
 11:07:48 \$250 FINE PER DAY GETS PRETTY EXPENSIVE AFTER A LIMITED  
 11:07:55 AMOUNT OF TIME.  
 11:07:56 >>Mary Gibbs: IF I CAN ADD SOMETHING, THOSE FINES DO ADD UP.  
 11:08:00 BUT WHEN WE FIRST STARTED, THE COUNCIL WAS VERY ADAMANT, YOU  
 11:08:05 WILL CHARGE THE MAXIMUM FINES.  
 11:08:07 WE WANT TO SEND THAT MESSAGE.  
 11:08:09 THAT'S HOW WE GOT TO THAT POINT.  
 11:08:10 THE FINES DO ACCUMULATE EXTREMELY FAST.  
 11:08:13 IT LOOKS LIKE YOU'VE GOT ALL THIS MONEY OUTSTANDING BUT  
 11:08:16 YOU'RE NOT COLLECTING THAT MONEY.  
 11:08:18 ONE OF THE THINGS WE TALKED ABOUT, TOO, IS WHEN WE COME BACK  
 11:08:21 TO YOU WITH THESE LIEN MITIGATION REQUESTS, THAT STAFF IS  
 11:08:25 PROBABLY NOT GOING TO MAKE A RECOMMENDATION.

11:08:28 IT'S REALLY YOUR DETERMINATION.  
 11:08:29 WE HAD DONE THAT BEFORE BASED ON OUR OTHER ATTORNEYS THAT  
 11:08:32 WERE HERE THAT SAID SET IT AT 1%.

11:08:36 BUT WE DON'T FEEL COMFORTABLE DOING THAT.  
 11:08:39 SO I THINK WE'RE GOING TO BRING IT TO YOU AND SAY HERE'S  
 11:08:42 WHAT HAPPENED.  
 11:08:42 HERE IS THE EXTENUATING CIRCUMSTANCES AND LET YOU DECIDE  
 11:08:46 WHAT TO DO.  
 11:08:47 >>Jim Ward: FOR EXAMPLE, PRO ENERGY, \$125,000 FINE, WAS THAT  
 11:08:51 ACTUALLY ON OUR BALANCE SHEET?  
 11:08:52 WAS THAT SOMETHING -- NO, IT'S NOT.  
 11:08:56 OKAY.  
 11:08:57 >>Robert Eschenfelder: NO, THESE ARE JUST LIENS THAT ARE  
 11:08:59 RECORDED, AND THEY GROW THEIR DAILY FINES, BUT UNLESS  
 11:09:02 SOMEONE TAKES A CALCULATOR OUT AT ANY GIVEN DAY AND ADDS UP,  
 11:09:09 WHAT THE LIEN WOULD ADD UP TODAY IF IT WERE FORECLOSED, IT  
 11:09:12 IS JUST A RECORDED ORDER THAT SAYS \$250 FINE STARTING THIS  
 11:09:16 DATE.  
 11:09:17 AND THAT'S ALL IT SAYS.  
 11:09:18 FOR MR. KNIGHT TO KEEP A RUNNING LIST OF WHAT WOULD BE THE  
 11:09:23 VALUE OF ALL OF THESE IF WE FORECLOSED ON THEM ALL NOW AND  
 11:09:28 GOT DOLLAR FOR DOLLAR, THAT WOULD BE AN AWFUL LOT OF  
 11:09:31 ADMINISTRATIVE WORK.  
 11:09:32 I DON'T KNOW THAT THERE WOULD BE A LOT OF GAIN IN THAT WORK.  
 11:09:35 >>Mary Gibbs: IF I COULD ADD, THOUGH, WE HAVE RUN  
 11:09:38 PERIODICALLY, I THINK WHEN WE DID THE LAST WORKSHOP, WHICH  
 11:09:41 WAS A FEW YEARS AGO, WE RAN A LIST OF WHAT WE HAD  
 11:09:44 OUTSTANDING, LIENS AND WHAT THE DOLLAR AMOUNTS WERE.

11:09:47 SO STANLEY CAN RUN THAT PERIODICALLY AND JUST KEEP AN IDEA  
 11:09:52 OF WHAT -- BECAUSE WHEN YOU LOOK AT IT, IT'S KIND OF  
 11:09:55 INTERESTING.  
 11:09:56 YOU'LL SEE THAT THERE ARE SOME REPEAT PEOPLE THAT HAVE, YOU  
 11:09:59 KNOW, ARE TAKING ADVANTAGE A LITTLE BIT AND THEN THERE ARE  
 11:10:02 SOME THAT ARE JUST EXTENUATING CIRCUMSTANCES.  
 11:10:04 >>Mayor McLain: MAYBE WE CAN PUT THAT IN OUR DESK PACKET OR  
 11:10:07 SOMETHING ON A QUARTERLY BASIS SO AT LEAST WE UNDERSTAND  
 11:10:10 WHERE IT IS ON A TIMELY BASIS.  
 11:10:13 >>Mary Gibbs: THAT MIGHT HELP YOU IF WE DO HAVE ANOTHER ONE  
 11:10:16 SCHEDULED, YOU WON'T BE SURPRISED, LIKE IN A COUPLE OF WEEKS  
 11:10:20 WHEN WE BRING A DIRTY ROOF TO YOU.  
 11:10:25 >>Mayor McLain: THE BIG PROBLEM THAT I SEE IN HERE THE FINE  
 11:10:29 250 OR 50, WHATEVER, WHAT KIND OF PERCENT OF PEOPLE THAT  
 11:10:36 ACTUALLY ACKNOWLEDGE THEY RECEIVED IT AND ARE DISREGARD, IS  
 11:10:40 THAT A NUMBER YOU CAN EVEN TRACK?  
 11:10:42 IT JUST SEEMS LIKE WHEN YOU HAVE 499 DAYS -- AND I CAN'T  
 11:10:46 REMEMBER THE CONVERSATION WITH THE GAS STATION THAT WE

11:10:49 SETTLED TODAY FOR 30, HOW DO YOU JUST DISREGARD THIS THING  
 11:10:53 FOR 400 AND SOME DAYS?  
 11:10:55 IT JUST IS BEYOND COMPREHENSION.  
 11:10:59 OTHER CASES I'VE BEEN INVOLVED IN THAT YOU BROUGHT BEFORE  
 11:11:02 US, OH, WE NEVER RECEIVED IT, GOT LOST IN THE MAIL.  
 11:11:06 ALL KINDS OF EXCUSES.  
 11:11:07 THAT PART OF THE PROCESS IS MIND-BOGGLING.

11:11:14 I KNOW YOU DO YOUR BEST TO LOOK AT LAND RECORDS AND THE LIKE  
 11:11:18 AND SEND OUT NOTICES TO THEM, BUT STILL NO RESPONSE.  
 11:11:23 >>Stanley Knight: IN THE CASE OF THE GAS STATION, THEY WERE  
 11:11:25 NOTIFIED.  
 11:11:27 THE RETURN RECEIPT WAS SIGNED BY THAT COMPANY AND SENT BACK  
 11:11:30 TO ME.  
 11:11:31 THEY WERE AWARE OF THE VERY FIRST HEARING BEFORE ANY FINES  
 11:11:34 WERE IMPOSED.  
 11:11:35 SO THE BALL IS IN THEIR COURT.  
 11:11:36 THEY SIGNED IT, WHY THEY DID NOT RESPOND, WHY THEY DID NOT  
 11:11:39 FOLLOW THROUGH, I CAN'T ANSWER TO.  
 11:11:41 >>Lori Fayhee: THAT IS WHAT I WAS GOING TO ASK.  
 11:11:45 I KNOW THE PRO ENERGY WENT FOR MONTHS, WASN'T IT?  
 11:11:51 >> YES.  
 11:11:51 >>Lori Fayhee: IS IT STANDARD THAT YOU SEND A CERTIFIED  
 11:11:57 LETTER?  
 11:11:57 SOUNDS LIKE YOU DID.  
 11:11:58 >>Stanley Knight: EVERY NOTICE OF HEARING AND EVERY ORDER  
 11:12:00 FINDING VIOLATION FROM THE MAGISTRATE ARE SENT CERTIFIED  
 11:12:04 MAIL.  
 11:12:04 >>Lori Fayhee: YOU RECEIVE A RECEIPT BACK.  
 11:12:07 >>Stanley Knight: CORRECT.  
 11:12:07 >>Lori Fayhee: IS THERE ANOTHER STEP MAYBE THAT SHOULD BE  
 11:12:10 ADDED?  
 11:12:10 CAN YOU CALL THEIR MOTHER?

11:12:13 [ LAUGHTER ]  
 11:12:17 >>Robert Eschenfelder: COUNCIL, IT'S ALL ABOUT DUE PROCESS.  
 11:12:20 ONE OF THE MOST COMMON EXCUSES IS, I DIDN'T KNOW, I DIDN'T  
 11:12:25 GET IT.  
 11:12:26 SO MANY OF OUR COMMUNITIES, MANY LOCAL GOVERNMENTS ACROSS  
 11:12:30 THE STATE, THEY SEND IT BOTH REGULAR MAIL AND CERTIFIED  
 11:12:34 MAIL.  
 11:12:35 WHEN THEY DON'T PICK UP THE CERTIFIED, THEN SOME COMMUNITIES  
 11:12:41 GO OUT AND PHYSICALLY POST IT AND THEN YOU TAKE A PICTURE OF  
 11:12:44 THE PHYSICAL POSTING.  
 11:12:46 IT JUST GETS SO TEDIOUS.  
 11:12:48 UNLESS YOU REALLY DO THAT, THE FLORIDA COURTS, BECAUSE  
 11:12:52 YOU'RE BEING FINED, THE FLORIDA COURTS SAY, YOU DIDN'T PROVE  
 11:13:00 SUFFICIENTLY THAT YOU HAD NOTICE.

11:13:02 ANOTHER MINEFIELD THAT MR. KNIGHT HAS TO PAY ATTENTION TO,  
 11:13:05 AND OUR FIRM LITIGATED THIS SCENARIO, WHERE YOU HAVE AN  
 11:13:09 OWNER, LET'S SAY AN INVESTOR OWNER OF A RENTAL PROPERTY.  
 11:13:13 SO THE CODE ISSUES START, IF CODE ISSUES START, THE PROPERTY  
 11:13:17 IS PROBABLY SPIRALING.  
 11:13:20 THAT OWNER FLIPS TO ANOTHER OWNER OR TRANSFERS TO LLC OR  
 11:13:23 WHATEVER AND NOW ALL OF A SUDDEN YOU HAVE A NEW RECORD OWNER  
 11:13:26 AND THAT COULD HAPPEN IN THE MIDDLE OF HIS INVESTIGATION OF  
 11:13:29 A CASE.  
 11:13:30 IF WE BECOME AWARE OF THAT, WE THEN HAVE TO START SENDING IT  
 11:13:35 TO -- LIKE EVEN IF THE PROPERTY APPRAISER RECORD IS STILL  
  
 11:13:40 SHOWING THE OFFICIAL OWNER IS X, IF WE BECOME AWARE THAT  
 11:13:43 IT'S REALLY NOT ANYMORE, WE HAVE TO START SENDING IT TO Y.  
 11:13:49 CASE LAW THAT SAYS IF WE DON'T, THEN ALL OF OUR EFFORTS ARE  
 11:13:52 FOR NAUGHT.  
 11:13:54 IT IS A LOT OF TRAFFIC TO TRACK DOWN.  
 11:13:56 I DON'T THINK WE SHOULD CALL THEIR MOTHER.  
 11:13:57 MR. KNIGHT BECAUSE A VERY RIGOROUS NOTICE REGIME.  
 11:14:03 HE HAS A VERY RIGOROUS NOTICE REGIME AND KEEPS REALLY GOOD  
 11:14:06 RECORDS.  
 11:14:07 IF FOLKS DON'T RESPOND, IT'S PROBABLY BECAUSE THEY ARE  
 11:14:10 INTENTIONALLY IGNORING US.  
 11:14:13 >>Lori Fayhee: JUST FOR THE RECORD, I THINK YOU ARE BOTH  
 11:14:15 DOING A GREAT JOB WITH IT.  
 11:14:16 APPRECIATE IT.  
 11:14:17 I THINK IT IS A GOOD IDEA IF WE GET, I DON'T KNOW, QUARTERLY  
 11:14:20 OR AT LEAST TWICE A YEAR A REPORT SO WE HAVE AN IDEA.  
 11:14:28 >>Rafael Lopez: MAYOR, I DO HAVE A COMMENT.  
 11:14:30 I AM VERY HAPPY WITH YOUR WORK THAT YOU'RE DOING.  
 11:14:33 I DID WORK WITH YOU A LITTLE BIT DURING MY CAMPAIGN.  
 11:14:36 I APPRECIATE EVERYTHING YOU DID.  
 11:14:37 WHAT I DID NOTICE, WHEN I WAS A LIEUTENANT IN THE SHERIFF'S  
 11:14:42 OFFICE AND WE HAD CONTRACTS WITH OTHER MUNICIPALITIES AND I  
 11:14:47 WAS A LIEUTENANT IN THE CITY OF LAUDERDALE LAKES AS YOU'RE  
 11:14:51 FAMILIAR, WE WERE IN CHARGE OF CODE ENFORCEMENT.  
 11:14:53 I FIND IT THAT YOU CONCENTRATE ON COMPLIANCE.  
  
 11:15:00 I WOULD RECOMMEND THAT YOU CHANGE YOUR TITLE TO CODE  
 11:15:05 COMPLIANCE OFFICER AS OPPOSED TO CODE ENFORCEMENT OFFICER  
 11:15:09 BECAUSE YOU'RE REALLY -- I MEAN, YOU ARE ENFORCING THE LAWS  
 11:15:13 OR THE CODE LAWS, BUT YOU'RE REALLY COMPLYING, YOU'RE MAKING  
 11:15:19 THE RESIDENTS COMPLY AND IT SOUNDS A LOT NICER WHEN YOU CALL  
 11:15:22 YOURSELF SOMETHING THAN CODE ENFORCEMENT OFFICER AS OPPOSED  
 11:15:25 TO --  
 11:15:25 >>Stanley Knight: MY CARDS SAY CODE COMPLIANCE ON IT.  
 11:15:29 >>Rafael Lopez: I APPRECIATE WHAT YOU'RE DOING.  
 11:15:31 I UNDERSTAND.

11:15:32 BY NO WAY OR MEANS AM I VOLUNTEERING FOR ANYTHING, ANY  
 11:15:38 ADDITIONAL JOBS OR ANYTHING, BUT GOOD JOB.  
 11:15:40 >>Stanley Knight: THANK YOU.  
 11:15:42 >>Vice-Mayor Ribble: STANLEY, FIRST OF ALL, THANK YOU FOR  
 11:15:44 WHAT YOU DO.  
 11:15:45 I KNOW YOU'RE OUT THERE EVERY DAY.  
 11:15:47 IT'S SOMETIMES VERY LONG DAYS.  
 11:15:48 THE JUDGE IMPOSES THE FINE.  
 11:15:54 SOMETIMES 90 DAYS OR MORE AFTER YOU FIRST FIND OUT ABOUT THE  
 11:15:57 VIOLATION.  
 11:15:58 DOES THE FINING GO BACK TO DAY ONE OF THE VIOLATION OR THE  
 11:16:02 DAY THE JUDGE IMPOSES IT?  
 11:16:05 >>Stanley Knight: THE DAY HE IMPOSES IT.  
 11:16:07 HE CAN CHANGE THAT DATE.  
 11:16:08 HE CAN SET THAT DATE.  
  
 11:16:10 BEFORE WE GO TO THE IMPOSITION HEARING, SAY THE IMPOSITION  
 11:16:14 HEARING IS ON THE 18th, THIS HAS TO BE COMPLIED BY THE  
 11:16:16 17th, THE DAY BEFORE THE HEARING.  
 11:16:19 IF IT'S NOT THEN, THE FINES START THAT DAY.  
 11:16:22 THEY KNOW THEY HAVE TO BE COMPLIED THE DAY BEFORE THE  
 11:16:24 IMPOSITION HEARING OR THE FINES ARE IMPOSED THE DAY OF THE  
 11:16:27 HEARING.  
 11:16:27 >>Vice-Mayor Ribble: THANK YOU.  
 11:16:30 >>George Zalucki: I JUST HAVE ONE MORE QUESTION.  
 11:16:32 STANLEY, HOW MANY CASES CURRENTLY ARE AT THE STEP FOR OR  
 11:16:37 NOTICE OF HEARING?  
 11:16:38 DO WE HAVE ANY AT THAT STEP RIGHT NOW?  
 11:16:41 >>Stanley Knight: I HAVE A HEARING COMING UP JANUARY 18 AND  
 11:16:44 I HAVE 8 OPEN CASES GOING TO THAT HEARING.  
 11:16:47 >>George Zalucki: WE HAVE 8 CASES GOING TO THAT HEARING.  
 11:16:50 >>Stanley Knight: IF YOU WANT TO KNOW HOW MANY CASES OPEN  
 11:16:53 NOW ALREADY BEEN TO HEARING?  
 11:16:55 >>George Zalucki: NO, SCHEDULED FOR HEARING.  
 11:16:57 >>Stanley Knight: 8 SCHEDULED FOR JANUARY AND I THINK 16  
 11:17:00 SCHEDULED FOR FEBRUARY.  
 11:17:01 >>George Zalucki: THANK YOU.  
 11:17:02 SOMETHING I WAS THINKING ABOUT RELATING TO COUNCILMAN WARD'S  
 11:17:07 RECOMMENDATION ABOUT HAVING THE COUNCIL GET A LITTLE BIT  
 11:17:10 MORE INSIGHT BEFORE IT TURNS INTO 125,000 IS PERHAPS STEP 4  
 11:17:17 OR STEP 5, THE COUNCIL IS JUST ADVISED OF HOW MANY CASES ARE  
  
 11:17:22 GOING TO HEARING OR BEFORE THE FINES ARE LEVIED THROUGH THE  
 11:17:26 MAGISTRATE, MAYBE THAT WOULD BE SOMETHING BENEFICIAL FOR US  
 11:17:29 TO HAVE AN UNDERSTANDING ABOUT BEFORE IT GETS TO THAT LEVEL.  
 11:17:34 >>Mayor McLain: WE DO THAT MAYBE QUARTERLY.  
 11:17:37 THAT WOULD HELP SHORE IT UP TO SOME EXTENT.  
 11:17:42 >>Robert Eschenfelder: THERE IS A GREAT DEAL OF FLUX IN THAT

11:17:45 BILL, BY THE WAY, BECAUSE THERE CAN BE CASES WHERE MR.  
 11:17:48 KNIGHT STARTS OFF WITH THREE PAGES WORTH OF CASES THAT LOOK  
 11:17:52 LIKE THEY ARE GOING TO THE MAGISTRATE.  
 11:17:54 BUT THEN AS YOU GET CLOSER TO THE DAY, PEOPLE START  
 11:17:58 REALIZING, OOH, THIS IS THE END OF THE ROAD, THEY START  
 11:18:03 QUICKLY COMPLYING.  
 11:18:04 SO THAT SOMETIMES I KNOW SINCE I'VE BEEN HERE --  
 11:18:07 >>Stanley Knight: THREE MONTHS AGO.  
 11:18:09 STARTED WITH 18, DAY OF THE HEARING, EVERYONE COMPLIED BUT  
 11:18:12 ONE.  
 11:18:13 WHEN I SHOW UP, THEY ARE NOT HAPPY WHEN I SHOW UP AT THEIR  
 11:18:17 HOUSE.  
 11:18:18 >>Robert Eschenfelder: FOR UPCOMING IN JANUARY RIGHT NOW  
 11:18:21 LOOKS BIG, I BET MY LUNCH THAT IT SHRINKS BY THE TIME.  
 11:18:26 >>Stanley Knight: STARTED AT 21 FOR JANUARY AND DOWN TO 8.  
 11:18:30 >>George Zalucki: ROB, MAYBE YOU ARE RECOMMENDING WE GET  
 11:18:33 ADVISED AT STEP 6 OR STEP 7 WHERE IT IS CLOSER TO --  
 11:18:36 >>Robert Eschenfelder: CORRECT.  
 11:18:38 >>Stanley Knight: TEN DAYS PRIOR TO THE HEARING I POST THE  
  
 11:18:41 DOCKET ON THE BOARD OUT HERE AND IT SHOWS HOW MANY CASES I  
 11:18:44 HAVE.  
 11:18:45 IF THEY ARE ON THE DOCKET, THEY GENERALLY DO NOT COMPLY BY  
 11:18:47 THE TIME OF THE HEARING.  
 11:18:50 >>George Zalucki: ARE THE HEARINGS SCHEDULED MONTHLY?  
 11:18:52 IS THERE A CADENCE TO THE HEARINGS?  
 11:18:55 >>Stanley Knight: THIRD THURSDAY OF EVERY MONTH, 1:00 HERE.  
 11:18:59 >>Mayor McLain: STANLEY, YOU GOT A LOT OF ACCOLADES TODAY.  
 11:19:02 WELL DESERVED.  
 11:19:03 YOU ARE DOING A GREAT JOB.  
 11:19:04 I HAVE A PET PEEVE WITH ALL THE SIGNS BEEN COLLECTING, THE  
 11:19:10 SIGNS.  
 11:19:10 NOTHING IN MY MIND THAT TRASHES A NEIGHBORHOOD OR A CITY  
 11:19:14 THAN HAVING ALL THESE SIGNS ALL OVER THE PLACE, DIFFERENT  
 11:19:18 COLORS AND THE LIKE.  
 11:19:19 SOMETIMES I'VE ACTUALLY REACHED OUT, SEE THE SIGN, CALL  
 11:19:22 THEM, YOU KNOW, CAN'T DO THAT IN ESTERO.  
 11:19:25 COME PICK THEM UP.  
 11:19:27 SOMETIMES THEY PICK THEM UP.  
 11:19:28 IF NOT, STANLEY IS THERE THE NEXT DAY AND HE'LL GET THEM.  
 11:19:32 THANK YOU VERY MUCH.  
 11:19:32 IT HELPS BEAUTIFY OUR VILLAGE AND THAT'S OUR OBJECTIVE OF  
 11:19:37 EVERYBODY HERE IS TO MAKE THE VILLAGE DIFFERENT THAN  
 11:19:40 ELSEWHERE.  
 11:19:40 WHEN YOU DRIVE IN, HEY, THIS IS PRETTY COOL.  
  
 11:19:43 YOUR EFFORTS ARE GREATLY APPRECIATED.  
 11:19:45 >>Stanley Knight: YOU CAN SEE THAT.



11:19:46 ONCE YOU LEAVE THE VILLAGE AND GO NORTH, THE MINUTE YOU HIT  
 11:19:51 SAN CARLOS, LOOKS LIKE CIRCUS, CIRCUS.  
 11:19:54 >>Mayor McLain: NO MORE QUESTIONS.  
 11:19:56 MADAM CLERK, ANYONE SIGNED UP TO SPEAK ON THIS ITEM?  
 11:19:59 >>Carol Sacco: YES, WE DO, MAYOR.  
 11:20:01 FIRST ONE IS ROY HEINMAN REPRESENTING HIMSELF.  
 11:20:08 HE HAD TO LEAVE.  
 11:20:09 THE SECOND IS MR. CLARK MacKENZIE REPRESENTING HIMSELF.  
 11:20:12 FROM 20679 HIGHLANDS AVENUE.  
 11:20:20 >> 20679 HIGHLANDS AVENUE.  
 11:20:24 YEAH, I -- ESTERO BECAUSE MR. STANLEY CHARGED ME \$12,000  
 11:20:34 THAT WAS BY FINE.  
 11:20:35 I NEVER GOT A REGISTERED LETTER, LIKE HE SAID.  
 11:20:40 HE CHARGED ME FOR TWO VIOLATIONS FOR I DON'T KNOW HOW MANY  
 11:20:47 DAYS.  
 11:20:51 MR. STANLEY, EVERYONE ON MY BLOCK DOESN'T LIKE HIM.  
 11:20:56 THAT STREET HAS BEEN THERE FOR A HUNDRED YEARS.  
 11:20:59 HOW DO YOU GET FROM -- AND I COMPLY -- I NEVER GOT ANY  
 11:21:07 CERTIFIED LETTER.  
 11:21:12 HE TAPED SOMETHING TO THE DOOR WHICH I WASN'T THERE AT.  
 11:21:16 YOU KNOW YOU HAVE LOTS OF RESIDENTS THAT ARE ONLY PART-TIME  
 11:21:19 RESIDENTS, RIGHT?  
 11:21:20 YOU GUYS ACKNOWLEDGE THAT.  
  
 11:21:22 I HAD TO COME DOWN HERE AND WAS UPSET.  
 11:21:29 I MET CAROL.  
 11:21:31 SHE'S VERY SWEET.  
 11:21:34 SHE LED ME TO THE RIGHT DIRECTION.  
 11:21:36 I DIDN'T GET DUE PROCESS.  
 11:21:40 SO I DON'T KNOW, YOU KNOW, I MEAN, MR. STANLEY, THE SIGN IS  
 11:21:47 DIRTY OR THE ROOF IS DIRTY, BUT THAT'S NOT RIGHT.  
 11:21:53 THAT'S MORE THAN MY TAXES FOR NOT HAVING MY LAWN MOWED.  
 11:21:58 I DON'T KNOW.  
 11:22:02 DOES THAT SOUND RIGHT?  
 11:22:03 ALL THESE LAWN MOWING COMPANIES ARE POLLUTING.  
 11:22:10 I HAVE THE LAWN MOWING COMPANY ACROSS THE STREET THAT DOES  
 11:22:13 THE CHURCH, AND IT LOOKS ALL BEAUTIFUL AND NICE, EXTRA  
 11:22:18 FERTILIZER TO KEEP EVERYTHING GREEN GOING INTO OUR  
 11:22:21 WATERWAYS.  
 11:22:22 YOU KNOW THAT.  
 11:22:23 THE LAWN MOWERS ARE ALL INTERNAL COMBUSTION MOTORS.  
 11:22:28 IT'S NOISY, NOISY ON FRIDAY.  
 11:22:30 MY LAWN WAS NOT MOWED.  
 11:22:35 I DIDN'T GET ANY DOCUMENT.  
 11:22:39 HE GOT IT TAPED ONTO THE DOOR.  
 11:22:42 HE KNOWS NO ONE IS ANSWERING THE DOOR.  
 11:22:47 THEN I SAW HIM OVER HERE, I HAD PICKED UP SOME GARBAGE FROM  
 11:22:55 THE BIG STORM THERE.

11:22:57 AND I'M TAKING INSULATION THAT WAS ON THE ROAD, WHICH I  
 11:23:01 PICKED UP ON MY OWN BECAUSE I WALK DOWN THAT ROAD, AND I  
 11:23:05 WANTED TO BE NICE.  
 11:23:07 HE IS GIVING ME A BUNCH OF BALONEY BECAUSE I'M PUTTING STUFF  
 11:23:13 IN THE DUMPSTER THAT I PICKED UP FROM CITY PROPERTY.  
 11:23:16 SO HE'S GOT A BAD REPUTATION, AT LEAST AROUND MY  
 11:23:20 NEIGHBORHOOD.  
 11:23:21 >>Mayor McLain: THANK YOU FOR YOUR COMMENTS.  
 11:23:23 >> ALL RIGHT.  
 11:23:23 THANK YOU.  
 11:23:25 >>Mayor McLain: DO WE HAVE ANYBODY ELSE?  
 11:23:27 >>Carol Sacco: NO, MAYOR.  
 11:23:28 THAT'S COMPLETE.  
 11:23:29 >>Mayor McLain: THAT'S COMPLETE.  
 11:23:30 AT THIS POINT, I WOULD LOOK FOR A MOTION TO ADJOURN OUR  
 11:23:32 MEETING.  
 11:23:33 >> SO MOVED.  
 11:23:34 >>Mayor McLain: COUNCILMAN FIESEL HAS MADE THE MOTION AND  
 11:23:37 SECONDED BY COUNCILMAN FAYHEE.  
 11:23:40 [ SOUNDING GAVEL ]  
 11:23:40 THE MEETING IS ADJOURNED.  
 11:23:41

## DISCLAIMER:

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

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**DRAFT MINUTES  
VILLAGE COUNCIL REGULAR MEETING**

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

**December 6, 2023 9:35 a.m.**

**1. CALL TO ORDER**

**INVOCATION**

Pastor Jan Chance River of Life Church

**PLEDGE OF ALLEGIANCE**

Councilmember Lopez

**ROLL CALL**

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

**Also present**

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

**2. RECOGNITION**

**(a)** Carol Sacco/CMC, Village Clerk

**Presentation/Information by**

Scotty Lynn Kelly, MMC, CGSP, Florida Association of City Clerks Southwest District Director and City Clerk from City of Sanibel

**Council Questions or Comments**

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

**Staff Presentation/Comments**

Steve Sarkozy, Village Manager

**Public Comments**

None.

**3. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS**

**Motion:** Motion to approve agenda.

**Motion by:** Vice Mayor Ribble

**Seconded by:** Councilmember Ward

**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**

Gary Israel, Estero Rotary

John Quin, Estero Forever Foundation

**5. CONSENT AGENDA**

**(a)** November 15, 2023 Council Meeting Minutes

**Motion:** Motion to approve consent agenda.

**Motion by:** Councilmember Fayhee

**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:

**6. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA**

None.

**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 § 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.

**Staff Presentation/Comments**

Steve Sarkozy, Village Manager  
Mary Gibbs, Community Development Director

**Council Questions or Comments**

Councilmember Fiesel.

**Public Comments**

**In Person**

Katie Berkey, Celebree Schools

**eComment**

Justin Mihalik, Celebree Schools

**Motion:** Motion to approve Ordinance No. 2023-09.

**Motion by:** Councilmember Fiesel

**Seconded by:** Councilmember Lopez

**Action:** Approved Ordinance No. 2023-09.

**Vote:** (Roll Call)

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

Nay:

Abstentions:

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

**Staff Presentation/Comments**

Steve Sarkozy, Village Manager  
Mary Gibbs, Community Development Director

**Council Questions or Comments**

Councilmember Fayhee.

**Public Comments**

None.

**Motion:** Motion to approve Ordinance No. 2023-08.

**Motion by:** Vice Mayor Ribble

**Seconded by:** Councilmember Fiesel

**Action:** Approved Ordinance No. 2023-08.

**Vote:** (Roll Call)

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

Nay:

Abstentions:

**8. ACTION ITEMS**

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

**Staff Presentation/Comments**

Steve Sarkozy, Village Manager

**Council Questions or Comments**

Councilmembers Ward, Zalucki, and Mayor McLain.

**Public Comments**

None.

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

**Motion by:** Councilmember Zalucki

**Seconded by:** Councilmember Ward

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

**Vote:** (Roll Call)

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

Nay:

Abstentions:

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

**Staff Presentation/Comments**

Steve Sarkozy, Village Manager

David Willems, Public Works Director

Robert Eschenfelder, Village Attorney

**Council Questions or Comments**

Councilmembers Ward, Fiesel, and Mayor McLain

**Public Comments**

None.

**Motion:** 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.

**Motion by:** Councilmember Fayhee

**Seconded by:** Vice Mayor Ribble

**Action:** Approved 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.

**Vote:** (Roll Call)

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

Nay:

Abstentions:

**(c) River Oaks Preserve Preliminary Design Contract**

**Staff Presentation/Comments**

Steve Sarkozy, Village Manager

David Willems, Public Works Director

**Council Questions or Comments**

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

**Public Comments**

**eComment**

Peter Cangialosi, The Preserve at Corkscrew

**Motion:** 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, and 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.

**Motion by:** Councilmember Fiesel

**Seconded by:** Councilmember Lopez

**Action:** Approved 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, and

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.

**Vote: (Roll Call)**

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

Nay:

Abstentions:

**9. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS**

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

**10. VILLAGE ATTORNEY'S REPORT**

None.

**11. VILLAGE MANAGER'S REPORT**

None.

Adjourn Regular Session at 10:55 am and Convene Workshop Item 10:55 am.

**12. WORKSHOP**

- (a) Review of Framework for Cooperation between Village and the Estero Forever Foundation

**Staff Presentation/Comments**

Steve Sarkozy, Village Manager  
Robert Eschenfelder, Village Attorney  
Carol Sacco, CMC, Village Clerk

**Council Questions or Comments**

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

**Public Comments**

Gary Israel, Shadow Wood

- (b) Ben Hill Griffin Project Update

**Staff Presentation/Comments**

Steve Sarkozy, Village Manager  
David Willems, Public Works Director

**Council Questions or Comments**

Councilmembers Ward, Zalucki, Fiesel, and Vice Mayor Ribble.



**Public Comments**

None.

(c) Center for the Arts Bonita Springs

**Staff Presentation/Comments**

Steve Sarkozy, Village Manager

**Presentation/Information by**

Loretta Menez, Director of Operations

Alyona Ushe, Executive Director

**Council Questions or Comments**

Councilmember Zalucki.

**Public Comments**

None.

**13. ADJOURNMENT at 11:59 am**

Motion by Councilmember Fiesel and seconded by Councilmember Lopez.

ATTEST:

VILLAGE OF ESTERO, FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_

Carol Sacco, CMC, Village Clerk

Jon McLain, Mayor

(td/CS)

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**DRAFT MINUTES  
VILLAGE COUNCIL REGULAR MEETING**

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

**December 13, 2023 9:30 a.m.**

**1. CALL TO ORDER**

**INVOCATION**

Pastor Kyle Strom, Ocean Church

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

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

**Also present**

Village Attorney Robert Eschenfelder, Village Land Use Attorney Nancy Stroud, Community Development Director Mary Gibbs, Deputy Village Clerk Tammy Duran, and Village Clerk Carol Sacco.

**2. PUBLIC HEARING (Quasi Judicial)**

- (a) Appeal of Brooks Town Center Apartments Development Order  
DOS2022-E010 (PZDB)**

Attorney Eschenfelder provided information regarding Council business and quasi-judicial hearing. All audience members and staff providing testimony for the hearings were sworn in by Village Clerk Sacco.

No conflicts of interest were noted. Mayor McLain stated he met with some residents of Brooks to discuss their concerns. Councilmember Ward spoke with Ms. Wyrofsky prior to the appeal being noted and has not spoken to her since.

Community Development Director Gibbs briefly introduced the matter, including the staff's analysis regarding who would qualify as Affected Parties.

Attorney Hartsell representing the Applicant /Developer objected to the people being Affected Parties.

Appellant Kathy Wyrofsky objected that they were not all considered aggrieved parties.

**Appellants/Affected Parties Presentation**

- **Presentation/Information by**  
Kathy Wyrofsky, Shadow Wood  
David Small, Shadow Wood  
Bill Clark, Shadow Wood  
Maryann Blakeley, Shadow Wood
- **Cross Examination of any witness**
  - **Staff**  
None.
  - **Applicant/Developer**  
None.
  - **Board Questions or Comments**  
None.

**Village Staff Presentation**

- **Staff Presentation/Comments**  
Nancy Stroud, Land Use Attorney  
Mary Gibbs, Community Development Director
- **Cross Examination of any witness**
  - **Appellants/Affected Parties**  
Kathy Wyrofsky, Shadow Wood
  - **Applicant/Developer**  
None.
  - **Board Questions or Comments**  
None.

**Recess at 11:04 am and Convene 11:16 am.**

**Applicant/Developer Presentation**

- **Applicant/Developer**  
Steve Hartsell, Esq, Pavese Law Firm  
Charles Krebs, PE, Hole Montes  
Tom Cavanaugh, PAC Land Development Corp.

- **Cross Examination of any witness**

- **Appellants/Affected Parties**

- Kathy Wyrofsky, Shadow Wood
  - David Small, Shadow Wood

**Council Questions or Comments**

Councilmembers Ward, Fayhee, and Mayor McLain

**Public Comments**

**In Person**

Tammy Rose, Brooks Town Center (A Cut Above of Estero)  
William Clark, Shadow Wood  
Sandy Small, Shadow Wood  
David Small, Shadow Wood  
Kathy Wyrofsky, Shadow Wood  
Gayleen Clark, Shadow Wood  
MaryLou Kennedy, Shadow Wood  
Susan Nicoletti, Shadow Wood  
Gregory Lewis, Shadow Wood  
Bob Dolwick, Spring Run  
Maryann Blakeley, Shadow Wood  
Glenn Korfhage, Shadow Wood  
Ron Mishko, Lighthouse Bay  
Max Robinson, Shadow Wood  
Clark McKenzie, Highlands Ave

**eComments**

Lisa and Seth Shaine, Copperleaf at the Brooks  
Chris McMillin, Estero Place  
Linda Lambert, Lighthouse Bay  
Thomas Maguire, Shadow Wood  
Richard Schirripa, Shadow Wood  
Donna Maguire, Shadow Wood  
Michael Walsman, Shadow Wood  
Mario Lucarelli, Lighthouse Bay  
Mary Jean Ambrose, Copperleaf  
Terri Wesselman, Shadow Wood  
Ronald Ferguson, Brooks  
Steve Dulieu, Shadow Wood  
Dennis Blakeley, Shadow Wood  
Mike Jacobson, Shadow Wood  
Patricia O'Toole, Shadow Wood  
Sam and Barbara Westbladh, Spring Run  
Greg Lewis, Shadow Wood  
Michael Carbone, Shadow Wood

**Appellants/Affected Parties Rebuttal Statement**

- **Appellants/Affected Parties**  
Kathy Wyrofsky, Shadow Wood

**Council Discussion**

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

**Staff Presentation/Comments**

Rob Eschenfelder, Village Attorney

**Motion:** Motion to affirm the decision of the Planning Zoning & Design Board to issue the development order, including the conditions that have been set forth therein.

**Motion by:** Councilmember Fiesel

**Seconded by:** Councilmember Lopez

**Action:** Affirmed the decision of the Planning Zoning & Design Board to issue the development order, including the conditions that have been set forth therein.

**Vote:** (Roll Call)

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

Nay:

Abstentions:

**3 . ADJOURNMENT at 12:37 pm**

Motion by Councilmember Fiesel.

ATTEST:

VILLAGE OF ESTERO, FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_

Carol Sacco, CMC, 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**  
**January 3, 2024**

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**Agenda Item:**

Village of Estero Information Security Policy.

**Description:**

Florida Statute 282.3185 Local Government Cybersecurity Act requires certain standards be met by local governments. As part of those standards, each local government shall adopt cybersecurity standards that safeguard its data, information technology, and information technology resources to ensure availability, confidentiality, and integrity. Cybersecurity standards must be consistent with generally accepted best practices for cybersecurity, including the National Institute of Standards and Technology Cybersecurity Framework.

The attached Village of Estero information security policy was created and reviewed by the Village's information technology consultants, Calvin, Giordano & Associates to meet the requirements of 282.3185. Additionally, the policy will standardize and bolster the cybersecurity of the Village.

**Action Requested:**

Motion to adopt the Village of Estero Information Security Policy.

**Financial Impact:**

None.

**Prepared by:** Kevin Greenville, CPA Finance Director

**Attachments:**

1. Village of Estero Information Security Policy



## INFORMATION SECURITY POLICY

### I. PURPOSE

This directive provides the policy and procedures for safeguarding electronic information and systems throughout the Village of Estero (Village). The purpose is to protect the rights of citizens and employees and to fully comply with Village policies and with State and Federal laws. This directive defines the requirements needed to mitigate the security risk(s) created by unauthorized access, loss, release, destruction, or modification, of Village Electronic Information.

### DEFINITIONS

- A. **Access** - To log into, instruct, communicate with, store in, retrieve from, or otherwise use a computer or Village electronic information.
- B. **Village Manager, IT Department, and Department Director** - Those persons and any designee(s) of those persons.
- C. **Computer** - Electronic devices that can store or process information or data by manipulating magnetic, optical or other inputs in order to acquire, create, access, modify, store, manipulate, manage, move, control, display, switch, interchange, transmit, process, receive, or produce data or information. The term includes individual devices whether or not connected to the Village Network, and accessories including output, processing, storage, media, memory sticks and other storage devices, memory, software, communications, and other ancillary devices and equipment. A Village computer is any computer owned by the Village.
- D. **Village Electronic Information** - Any and all information, data, software, security measures, e-mail, or other material that is acquired, created, accessed, modified, stored, manipulated, managed, moved, controlled, displayed, switched, interchanged, transmitted, processed, received or produced electronically.
- E. **E-Mail** - Any system used by the Village of Estero that allows the electronic communication of messages via computer between a sender and one or more recipients, and any message(s) produced through the system. The term "message" includes any attachment(s) to the message.
- F. **Firewall** - A computing platform or electronic device that serves as a barrier to protect other computing platforms on the network from being directly accessed.

G. **Network** - A configuration of computers, devices and software connected for information exchange.

H. **Password** - A string of characters used to gain access to Village electronic information.

I. **Publicly Accessible Electronic Information** - Village electronic information that the general public may access on a read only basis.

J. **Security Measures** - Codes, passwords, encryption methodology, hardware, software or other equipment, policies, or procedures that restrict access to a computer or Village electronic information, secure the computer or Village electronic information from destruction or modification, or otherwise assure the availability, confidentiality, security and integrity of the computer or Village electronic information.

K. **Software** - Includes, but is not limited to, source and object programs, shareware, network, utilities, diagnostic programs, operating systems and communication programs.

L. **User** - Any person or entity who accesses Village electronic information.

## II. **POLICY**

As further described in this directive, Village electronic information:

- Is the sole property of the Village, and users have no personal or property rights to the information.
- Shall be protected to ensure the information is available when needed, and is secured from unauthorized access, modification, or release.
- Shall only be released or made accessible to the public by department director approval, in accordance with the Florida Public Records Statutes and other applicable laws, and Village or department policies.
- Shall, except in the case of publicly accessible electronic information, be accessible to persons other than Village employees only with proper authorization.

## III. **GENERAL**

### A. **Village Ownership of, and Right of Access to, Village Electronic Information**

Village electronic information is solely the property of the Village, regardless of physical location or how maintained; users have no personal property, privacy or other rights in it.

As owner, the Village has, at all times, the right of access to Village electronic information whether or not it has been made subject to security measures. The Village Manager may access Village electronic information within any department or office, and department directors may access Village electronic information within



their respective departments. Where necessary, assistance in obtaining authorized access shall be provided by the IT Department. Any user shall cooperate in the access of specific Village electronic information at any time upon an authorized request.

The accessing of a department's Village electronic information shall be coordinated with the department director unless the Village Manager determines that the access should remain confidential.

**B. Security of Village Electronic Information**

Village electronic information, including publicly accessible electronic information as appropriate, shall be secured from unauthorized access, destruction or modification. Access shall be in compliance with any applicable legal requirements and Village and department policies and procedures.

Software and hardware security products selected as standards will be used for all computer systems and equipment that contain restricted information. These products will provide for ease of access while still securing the information. Non-standard security products may be authorized by the IT Department on a case by case basis upon justification by the department requesting the exception.

**C. Release of Village Electronic Information to the Public**

Release of Village electronic information to the public, including both release in response to public records requests and the categorization of Village electronic information as publicly accessible electronic information, shall be by department director approval, in accordance with the provisions of the Florida Public Records Statutes and Village or department policies. Any questions concerning release of Village electronic information should be directed to the Village Attorney's office. The Village will determine the form in which Village electronic information is to be released, unless the form is specified by law.

Nothing in this directive shall be construed as a statement or admission by the Village that any particular Village electronic information is in fact subject to disclosure under the Florida Public Records Statutes. Such a determination will be made on a case by case basis.

**D. Access by Non-Employees to Village Electronic Information**

Non-employees may not access Village electronic information, beyond that which the Village has made publicly accessible, unless authorization is obtained from the Village as provided below:

1. A department director may authorize persons who are providing services to the department (e.g., consultants or employees of temporary agencies) to access information from a Village computer, if such access is necessary to carry out

their work assignments on behalf of the Village, and consistent with the Village's policies and security requirements.

2. A department director may, on a case by case basis and in consultation with the Village Attorney's office and the IT Department, authorize other users, including contractors and governmental agencies, to access Village electronic information from a Village or a non-Village computer, if such access is necessary to carry out the user's work assignments, deemed beneficial to the Village, and consistent with the Village's policies and security requirements. The user must demonstrate to the Village's satisfaction that the Village electronic information will remain confidential and will be protected by adequate security measures.

#### **E. Distribution of Directive and Compliance with Requirements**

Departments shall make available a copy of this directive to all computer users. Users shall comply with the provisions of this directive and shall be subject to penalties for failure to comply with any requirement.

In addition to civil or criminal remedies or sanctions available to the Village under law, penalties for violation of this directive may include:

For Village employees - appropriate disciplinary action, up to and including termination.

For non-employees - immediate loss of the privilege to use any Village computer and Village electronic information, and other sanctions available to the Village, such as contract revocation.

### **IV. RESPONSIBILITIES**

#### **A. IT Department Responsibilities**

Security issues posed by the implementation of networks are Village-wide in scope, since breaches of security on networked devices may present risks to other resources on the network. Inter-network connections to other agencies, the Internet and remote access can present serious threats to the security of the entire network. The IT Department is responsible for maintaining security at the Village network level, and shall provide oversight, design and administration for resources which impact network security.

#### **B. Departmental Responsibilities**

Since departments are most familiar with their information processing, they are best qualified to identify their Village electronic information and indicate how and to what extent it should be secured, based upon legal considerations or departmental policies, and assistance, upon request, from the IT Department.

1. Each department shall secure its Village electronic information from unauthorized access, destruction, or modification; prevent unauthorized access to its computers; dispose of unnecessary information; monitor user compliance with security procedures; and restrict access to confidential information (e.g., computerized employee information) to those users whose duties require access.
2. To ensure that the Village's computers and electronic information are not subject to modification by former users who should no longer have access:
  - The Department of Human Resources shall inform the IT Department of all employee resignations and terminations.
  - Each department shall notify the IT Department when any contract personnel or consultants, who have been authorized access to computer systems managed by Information Technology, have completed their service to the Village.
  - Should a department desire to temporarily limit an employee's access (e.g., when the employee is on an extended leave of absence or suspension), the IT Department shall also be notified.

**C. User Responsibilities**

1. Users shall assist in maintaining the security of Village electronic information through the steps set forth in this directive.
2. Except where designated as publicly accessible, Village electronic information shall be accessed only for official Village business and purposes, and for such other activities as may be necessary and desirable to meet Village organizational needs and goals. Access for other purposes is prohibited.
3. Village employees, and non-employee users authorized to access Village electronic information pursuant to Section IV.D, shall not access or attempt to access Village electronic information except where necessary to the performance of their work assignments. This section shall not be construed to prohibit the use of training or tutorial software or similar activities that may improve users' ability to carry out their work assignments.
4. Persons using publicly accessible electronic information shall not attempt to circumvent security measures relating to such information, nor take other action that might compromise the availability, security or integrity of that information.
5. A user's personally owned software or hardware shall not be installed on any Village computer or network except as provided under Section VI.C.
6. Users shall not attempt to obtain information regarding any security measure(s)

for computers or Village electronic information to which they do not have authorized access.

7. Except as may be necessary to permit access by authorized Village personnel, users shall not share information regarding the security measures that protect computers or Village electronic information relating to their work assignment without the prior consent of the director of the department providing access to the user.

**V. SECURITY MEASURES**

- A. Normal security measures for Village electronic information include locked desks, filing cabinets, and offices; password access to resources beyond the desktop workstation; file backups; effective scanning for viruses; establishment of standards, rules and procedures for access to systems; and assurance that the appropriate personnel deal with systems.

Further security measures may be necessary as the availability, integrity, or confidentiality of automated system data becomes more important to regular operations.

- B. Virus protection shall be utilized on all Village computers. When a virus is detected, the user shall immediately notify the IT Department.

Since viruses can easily spread, removal shall be coordinated through the IT Department in order to guarantee complete removal of the virus from Village computers. The IT Department has responsibility for the final determination of appropriate virus removal measures.

- C. Mission critical files shall be backed up in accordance with established department guidelines, and the backup secured in a location sufficiently separate from the primary storage device to provide for the recovery of lost or damaged files.
- D. To the extent possible, publicly accessible electronic information will not be encumbered by onerous access controls. However, firewall systems will be implemented to separate it from other Village electronic information requiring a greater level of control.
- E. Access to Village electronic information by authorized employees or non-employee users shall occur through access keys, passwords and other suitable security measures. Security measures, including virus protection, will be regularly reviewed and changed as often as deemed necessary by the department to protect the security of its Village electronic information.
- F. All connections to non-Village networks will be secured by firewalls designed to permit users with specific needs to access only those resources necessary.

**VI. User Access Reviews**

- A.** The Village shall review all active accounts for users who can access Village data, and ensure that their ability to access and level of access is appropriate. This review shall be conducted on an annual basis at the beginning of the Village's fiscal year, and should be conducted by the IT Department in communication with all other Village Departments to review current active users.

The review should follow the below methodology:

1. Produce a record of all Active Directory system user accounts, including specific levels of access (if applicable)
2. Produce a record of all financial system user accounts, including specific levels of access (if applicable)
3. Review the user accounts to determine if they are still active and if their level of access is appropriate
4. Remove users who are no longer active and adjust levels of access if necessary
5. Provide a formal report to the IT Manager and Department Heads for review and signed acceptance
6. Produce a formal document outlining all user access review activities performed for audit documentation purposes including but not limited to:
  - a. Names and positions of authorized employees/contractors who conducted the reviews
  - b. Date the reviews were performed
  - c. Access changes that were completed

**AGENDA ITEM SUMMARY SHEET**  
**VILLAGE COUNCIL MEETING**  
**January 3, 2024**

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**Agenda Item:**

Approval of code enforcement lien compromise payment from Pro Energy, LLC

Motion to accept a payment of \$30,000 from ProEnergy, LLC, in compromise of the Village's code enforcement lien on the owner's property at 8800 Corkscrew Road, and to authorize the Village Manager or his designee to file a release of lien once the payment has been made.

**Background:**

ProEnergy, LLC, owns the Marathon Gas Station at 8800 Corkscrew Rd (US 41 and Corkscrew Rd), Estero, FL 33928. The owner was cited in May of 2021 for sign Maintenance. The case was heard before the Special Magistrate on August 20<sup>th</sup> 2021, and the Magistrate imposed a fine beginning on September 23<sup>rd</sup> 2021. The Village recorded the Magistrate's order of imposition on October 10<sup>th</sup> 2021 (record # 2021000345285), and it thereafter became a lien on the property.

A code enforcement lien in the amount of \$124,500.00 plus \$294.46 in administrative costs for a total of \$124,794.46 accumulated over 499 days (at \$250.00 a day) based on the calculation from September 23<sup>rd</sup> 2021 (the date of the order imposing fines) to February 3<sup>rd</sup> 2023 (when the property was brought into compliance).

On August 1<sup>st</sup> 2023, the owner submitted a lien reduction request to the Village. The owner indicated its headquarters is not local and due to inadvertence it did not receive notice of the violation or magistrate proceedings. The owner submitted that once it became aware of the sign issue, it remedied the situation.

On October 4<sup>th</sup> 2023, the owner's representative presented to the Village Council the owner's request for a mitigation of the lien. The amount proposed, as had initially been recommended by Village staff, was just over \$12,000.

The Village Council declined to accept this offer, and directed the Village Attorney attempt to negotiate an amount which was more reflective of the owner's need to take responsibility for its inattention to the condition of its property, and failure to discover

Page 1 of 2

and address the code enforcement process earlier than it did. If that failed, then Council authorized the Village Attorney to foreclose the code lien.

After several exchanges with the owner's representative, the owner has agreed to the Village Attorney's suggested resolution of a \$30,000 payment in exchange for a release of the code lien in the public records. That resolution is therefore being recommended by the Village Attorney.

**Action Requested:**

Motion to accept a payment of \$30,000 from ProEnergy, LLC, in compromise of the Village's code enforcement lien on the owner's property at 8800 Corkscrew Road, and to authorize the Village Manager or his designee to file a release of lien once the payment has been made.

**Process and Timeline:**

If Council approves the compromise, Village staff will coordinate with the owner on receipt of the payment and will thereafter cause a release of lien to be filed.

**Financial Impact:**

\$30,000 payment to the Village

**Prepared by:** Robert Eschenfelder, Village Attorney

**Attachments:** N/A

**AGENDA ITEM SUMMARY SHEET**  
**VILLAGE COUNCIL MEETING**  
**January 3, 2024**

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**Agenda Item:**

Village Wide Traffic Study Contract

Motion to approve Contract EC 2024-07 with Johnson Engineering, Inc. to prepare the Village Wide Traffic Study for \$249,480.

Approve a \$25,000 contingency for additional services that may be required to complete the project.

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

**Background:**

The Village of Estero's first Village Wide Traffic Study was completed in 2017. The study identified areas where improvements were needed to improve traffic flow and safety. Since 2017 traffic within and surrounding the Village has changed significantly. The population in and around Estero has continued to grow and several of the projects referenced in the 2017 report have been completed, are under construction or will be under construction soon.

The Village of Estero advertised The Village Wide Traffic Study RFQ 2023-05 on August 10, 2023, and re-advertised on September 6, 2023, in an effort to receive more responses. The Village of Estero received responses from three qualified firms (Johnson Engineering, Pennoni, and Trebilcock Consulting Solutions) on September 20, 2023. Village Staff met on September 28, 2023, to discuss the three proposals. After discussion of each firm's qualifications, Village Staff ranked the firms as follows.

1. Johnson Engineering
2. Trebilcock Consulting Solutions
3. Pennoni

On October 4, 2023, Village Council approved the firm rankings and authorized Village Staff to negotiate a contract with the number 1 ranked firm, Johnson Engineering.

**Description:**

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Village Staff has completed negotiations with Johnson Engineering to complete a Village Wide traffic study. The study will include an analysis of existing and future conditions of all major roadways and intersections. The consultant will provide recommendations to address identified traffic issues and improve vehicle, bicycle, and pedestrian safety.

The Contract includes the following tasks.

- Research
- Roadway Traffic Counts
- Intersection Traffic Counts
- Traffic Modeling
- Roadway Analysis
- Intersection Analysis
- Agency Coordination
- Public Involvement
- Final Report

**Action Requested:**

Motion to approve Contract EC 2024-07 with Johnson Engineering, Inc. to prepare the Village Wide Traffic Study for \$249,480.

Approve a \$25,000 contingency for additional services that may be required to complete the project.

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

**Process and Timeline:**

Johnson Engineering will start work on the project shortly after the contract is executed. Traffic data will be obtained January - March to ensure peak traffic is counted. Data collection is scheduled to be completed by April 26, 2024. The final report is scheduled to be completed in October 2024.

**Financial Impact:**

The project's financial impact is \$274,480. (\$249,480 plus \$25,000 contingency).

The Village of Estero Fiscal Year 2023-2024 budget includes \$250,000 for the Village Wide Traffic Study. If contingency funding is required for the project those funds will be provided by unallocated general funds.

**Prepared by: David Willems, P.E.**

**Attachments:**

1. Contract EC 2024-07
2. Ownership Disclosure Form
3. Study Area Map

### **AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

This Agreement is made and entered into this **3<sup>rd</sup> day of January, 2024** (the “Effective Date”) by and between the Village of Estero, a Florida municipal corporation, located at 9401 Corkscrew Palms Circle, Estero, FL 33928 (hereinafter referred to as “Village”), and Johnson Engineering, Inc., a Florida corporation, located at 2122 Johnson Street, Fort Myers, FL 33901 (hereinafter referred to as “Consultant”).

**WHEREAS**, on July 18<sup>th</sup> 2023, the Village issued RFQ 2023-05 seeking qualifications of companies to provide the Village all services required to prepare an update to the Village-Wide Traffic Study, which the Village desires to undertake in order to evaluate existing and future traffic conditions throughout the Village; and

**WHEREAS**, in order to receive competitive responses, the Village re-advertised the RFQ on September 6<sup>th</sup> 2023; and

**WHEREAS**, the Village solicited for these services in the manner required by Florida Statutes § 287.055; and

**WHEREAS**, on September 20<sup>th</sup> 2023, the Village received the Consultant’s proposal and qualifications in response to the RFQ; and

**WHEREAS**, on September 28<sup>th</sup> 2023, the Village’s staff evaluation committee evaluated the qualifications submitted and ranked Consultant as the top-ranked firm; and

**WHEREAS**, on October 4<sup>th</sup> 2023, the Village Council reviewed and approved the evaluation committee’s recommendation to negotiate a final agreement with Consultant; and

**WHEREAS**, the Village and Consultant have agreed to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and representations contained herein, the Parties hereto agree as follows:

**ARTICLE 1: SCOPE OF SERVICE.** The Consultant shall provide the services as outlined in **Exhibit “A”**, as defined in the “**Scope of Services**” hereinafter referred to as the “**Project**.”

**ARTICLE 2: COMMENCEMENT AND COMPLETION OF WORK.** Consultant agrees to commence its work on the Project on the date(s) provided by the Village’s Public Works Director, and to complete all work on or before July 1, 2025.

**ARTICLE 3: COMPENSATION.** The Consultant shall be compensated in the amounts and at the times set forth in **Exhibit “B”**, hereinafter referred to as “**Compensation & Payments**.”

**ARTICLE 4: CONFLICTS OF INTEREST AND LIMITATION OF USE OF VILLAGE STAFF AND ASSETS.** The Consultant shall not be permitted to utilize any Village personnel,

equipment, electronic systems or other Village subconsultants to perform any work or project of any kind other than to assist in the performance of the services outlined in **Exhibit “A.”** Failure to strictly adhere to this provision shall be grounds for immediate termination of this Agreement. To ensure this restriction is complied with, neither the Consultant, nor any of its staff assigned to perform the required services, shall engage in any other employment or contractual work, or have or hold any other employment or contractual relationship or interest, which would create a conflict of interest between Consultant’s duty to the Village set forth herein and the Consultant’s duty to any other person or entity.

**ARTICLE 5: TERM AND EXTENSION.** Notwithstanding the date of execution, this Agreement shall become effective at 12:01 a.m. on the Effective Date, and shall expire on the earlier of: a) the date on which the Village notifies Consultant of its acceptance of the Consultant’s work, including final report, or b) the close of business, December 31<sup>st</sup> 2024. The Village Manager is authorized to approve an extension of the Term, not to exceed six (6) months.

**ARTICLE 6: TERMINATION.** This Agreement may be terminated by either Party for any or no reason by providing the other at least thirty (30) days written notice of intent to terminate.

**ARTICLE 7: NOTICES.** Notices required or permitted in this Agreement shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid, at the address set forth in the introductory paragraph to this Agreement, to the following:

|                |                                            |
|----------------|--------------------------------------------|
| If to Village: | Village of Estero<br>Attn: Village Manager |
|----------------|--------------------------------------------|

|                   |                                                                                      |
|-------------------|--------------------------------------------------------------------------------------|
| If to Consultant: | Johnson Engineering, Inc.<br>Attn: Michael Dickey, Vice President and<br>Chairperson |
|-------------------|--------------------------------------------------------------------------------------|

**ARTICLE 8: GENERAL CONDITIONS.**

**A: QUALIFICATIONS AND REPORTS.**

1. Consultant agrees to obtain and maintain throughout the term of this Agreement all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional Services to be provided and performed by Consultant pursuant to this Agreement.
2. Consultant agrees that its senior staff, subconsultants and subcontractors who will perform any services under this Agreement are subject to the Village’s reasonable approval. The listing of engineering professionals and Consultant’s senior staff, subconsultants and subcontractors (if any) who have been assigned to provide the services required under this Agreement are as set forth in Consultant’s responsive

submission. None of the senior staff, subconsultants and subcontractors identified therein shall be removed by Consultant without the Village's prior approval (such approval not to be unreasonably withheld), and if so removed shall be immediately replaced with a person or firm reasonably acceptable to the Village. Consultant further agrees, within fourteen (14) calendar days of receipt of a written request from the Village, to promptly remove and replace its representative, or any other personnel employed or retained by Consultant, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by Consultant to provide and perform any of the services pursuant to the requirements of this Agreement, whom the Village shall request in writing to be removed, which request may be made by the Village with or without cause.

3. Consultant represents to the Village that it has expertise in the type of professional engineering services that will be required under this Agreement. Drawings shall be prepared in electronic AutoCAD format and any textual Project documents shall be prepared as an electronic Word document per the Village's technology standards. By execution of this Agreement, Consultant acknowledges it has received the most recent version of the Village's engineering standards (as they may relate to the Project) as of the date of this Agreement and will follow, observe and design in accordance with the standards, requirements and conventions set forth therein. The Consultant agrees that all services to be provided by it pursuant to this Agreement shall be subject to the Village's reasonable review and approval and shall be in accordance with all applicable laws, statutes, ordinances, codes, rules, regulations (including utility regulations), local and state fire marshal requirements and the Florida Building Code, as well as the requirements of any governmental agencies which regulate or have jurisdiction over the services to be provided and performed by the Consultant hereunder. In the event of any conflicts in these requirements, Consultant shall promptly notify the Village of such conflict in writing and utilize its best professional judgment to resolve the conflict. The Village's approval of any design documents in no way relieves Consultant of its obligation to deliver complete and accurate documents necessary for successful completion of the Project.
4. Consultant shall be responsible for reviewing all geological and geotechnical reports obtained by it or the Village with respect to the Project. Consultant's design documents shall be consistent and coordinated with the information set forth in all such geological and geotechnical reports. In the event Consultant has any questions or concerns about the contents of any such reports, it shall notify the Village in writing within 3 days of its review of any such reports. Consultant and the Village will attempt to mutually resolve any such questions or concerns.

**B: PERFORMANCE OF SERVICES.** The Consultant shall perform all services required by the Village to complete the Project using the means and methods set forth in the Statement of Work, and as required by the standards of Consultant's Engineer professional licensure, and

pursuant to all the terms and conditions set forth in the Village's solicitation and this Agreement. Consultant agrees that, when the services to be provided hereunder relate to a professional service which, under Florida law, requires a license, certificate of authorization, or other form of legal entitlement to practice such professional service, it shall employ, retain and assign only qualified personnel to provide such services.

**C: ADMINISTRATION OF AGREEMENT.** The Village, acting through its Village Manager, will designate one or more individuals to administer this Agreement on the Village's behalf, including but not limited to receiving and approving all reports and records from the Consultant and reviewing and inspecting the Consultant's work. Notwithstanding the foregoing, neither the assigned contract administrator nor any other Village official or agent shall have the authority to waive, amend or otherwise alter any term of condition of this Agreement. Amendments may only be accomplished as provided for herein, and changes in the scope of the Project must be requested by a formal written change order request, which shall be subject to approval of the Village Manager.

**D: INCORPORATION BY REFERENCE; ORDER OF PRECEDENCE.** The agreement between the Parties includes the following documents (collectively the "Contract Documents"):

- This Agreement
- The Village's solicitation and any addenda issued thereunder (attached hereto as **Exhibit "C"**)
- The Consultant's responsive submission of qualifications and pricing (attached hereto as **Exhibit "D"**)

Notwithstanding any term in the Contract Documents to the contrary, in the event of any irreconcilable conflict between the terms of these respective documents, the terms in this Agreement shall prevail over the solicitation and Consultant's submission. In the event of any irreconcilable conflict between the terms of the solicitation and the Consultant's submission, the solicitation shall prevail. In the event of any irreconcilable conflict between the solicitation and any addenda issued subsequent to the solicitation, the latest-issued addenda shall control.

**E: REPRESENTATIONS AND WARRANTIES.**

1. The Parties represent and warrant to each other that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and that the execution and performance of the Agreement (i) does not breach any agreement of such Party with any third party, (ii) does not violate any law, rule or regulation, (iii) is within its organizational powers, and (iv) has been authorized by all necessary action of such Party.
2. Each Party to this Agreement further represents and warrants that all appropriate authority exists so as to duly authorize the person executing this Agreement to execute the same and fully bind the Party on whose behalf he or she is executing.

**F: COOPERATION AND COMPLIANCE WITH SAFETY RULES.**

1. Consultant acknowledges that the Village may contract with a construction manager or contractor to perform work based on Consultant's work product which, if retained, shall be responsible for any construction identified (hereinafter referred to as "Construction Contractor"). If Construction Contractor is retained, Consultant agrees to cooperate with Construction Contractor with respect to Construction Contractor's delivery of its work and services to the Village, to the extent set forth in the Scope of Work. Also, in such event, Consultant agrees to incorporate, whenever reasonably practicable and consistent with good design, and after the Village's written approval, all suggestions or recommendations timely made by Construction Contractor with respect to any design submitted by Consultant.
2. Consultant agrees, for both itself and all of its subconsultants and subcontractors, to comply with all of the Village's rules and regulations with respect to safety and security at the Village's properties and facilities, including the Village's drug program, as said rules and regulations may be modified and amended by the Village from time to time. Consultant expressly acknowledges and agrees that it is responsible for complying with all rules and regulations of the Jessica Lunsford Act. Further, Consultant shall comply with any rules or regulations implemented by the Village in order to comply with the Jessica Lunsford Act. Consultant certifies that no person or subconsultant will be assigned to work on any work pursuant to this Agreement that pose any threat or risk of harm to the health, safety or welfare of any student, employee, guest, vendor or property of the Village. Further, Consultant agrees to hold harmless the Village and its officials and employees from any and all claims, suits, damages, costs, or attorney fees incurred as a result of any harm done to any student, employee, guest, vendor or property of the Village by Consultant's employees or subconsultants assigned to do work pursuant to this Agreement.

**G: PUBLIC RECORDS.** The Consultant shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Consultant shall:

- (a) Keep and maintain public records required by the Village to perform the services provided hereunder.
- (b) Upon request from the Village's custodian of public records, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except

as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Village.

- (d) Upon completion of the Agreement, transfer, at no cost, to the Village all public records in the possession of the Consultant or keep and maintain public records required by the Village to perform the service. If the Consultant transfers all public records to the Village upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the information technology systems of the Village.

If the Consultant fails to comply with the requirements in this Article 7, the Village may enforce these provisions in accordance with the terms of this Agreement. If the Consultant fails to provide the public records to the Village within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONSULTANT SHOULD CONTACT THE VILLAGE'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (239.221.5035), E-MAIL ([records@estero-fl.gov](mailto:records@estero-fl.gov)), OR MAIL (VILLAGE OF ESTERO, OFFICE OF THE VILLAGE CLERK, 9401 CORKSCREW PALMS CIRCLE, ESTERO, FLORIDA 33928.**

H: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable local, state and federal laws and regulations including but not limited to laws related to workplace safety, public contracting ethics, and laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Davis Bacon Act, Americans with Disabilities Act, and the Fair Labor Standards Act. Additionally, the Consultant agrees that when performing under this Agreement it and its agents shall refrain from



discriminating against any person on the grounds of race, religion, color, disability, national origin, gender, age or marital status.

I: IMMIGRATION COMPLIANCE; E-VERIFY. Consultant acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Consultant's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any subcontractors authorized by the Village. Pursuant to Florida Statutes § 448.095(2), Consultant shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Consultant's contract with the Village cannot be renewed unless, at the time of renewal, Consultant certifies in writing to the Village that it has registered with and uses the E-Verify system. If Consultant enters into a contract with a subcontractor, the subcontractor must provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Consultant shall maintain a copy of such affidavit for the duration of the contract. If Consultant develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Consultant shall terminate the contract with the subcontractor. If the Village develops a good faith belief that Consultant has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States), Village shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

J: LICENSES. The Consultant must, by the Effective Date of this Agreement, possess any licenses required to provide the Statement of Work, and shall maintain same in good standing during the full term of this Agreement.

K: RELATIONSHIP, LIABILITY AND INSURANCE. The relationship of the Consultant to Village shall be that of an independent contracting entity. Nothing herein contained shall be construed as vesting or delegating to the Consultant or its officers, employees, agents, or subconsultants, any rights, interest or status as an employee of the Village. The Village shall not be liable to any person, firm or corporation that is employed by, contracts with, or provides goods or services to the Consultant in connection with the performance of this Agreement or for debts or claims accruing to such parties. The Consultant shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims. In order to ensure it is capable of meeting its obligations under this Agreement, including its obligations to indemnify the Village as provided for herein, Consultant agrees to maintain,

throughout the term of this Agreement and for a one-year period thereafter, a general liability insurance policy of a value not less than \$1 million which could be used to satisfy said obligations or liabilities, naming the Village as an additional insured. Consultant shall provide proof of this insurance to the Village Clerk upon request. Due to the nature of the work to be provided, Consultant shall also maintain worker compensation insurance covering its employees in the manner and at the levels required by Florida law. Proof of such insurance will be provided to the Village upon request.

L: NON-ASSIGNABILITY. The Consultant understands that the nature of the services to be provided under this Agreement are highly specialized and the Village will rely heavily on the specific institutional knowledge and experience of the Consultant's staff to be assigned to perform the services. Therefore, Consultant may not assign, transfer, subcontract, or encumber this Agreement, or any right or interest in this Agreement, without the express prior written consent of the Village. In the event Consultant's experienced staff assigned to perform the work no longer work for Consultant, or Consultant ceases to assign such staff to perform the services required in this Agreement, the Village may terminate the Agreement immediately.

M: NO WAIVER: No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. Every right and remedy of each of the parties shall be cumulative and either party, in its sole discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise available at law or in equity.

N: SCRUTINIZED COMPANIES: Pursuant to Florida Statutes § 287.135, the Consultant is not eligible to enter, or renew, this Agreement if:

1. The Consultant is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);
2. The Consultant engages in business operations in Cuba or Syria; or
3. The Consultant is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

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

The Consultant shall notify the Village if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in

writing and provided by the Consultant to the Village within ten (10) days of the date of such occurrence.

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

**ARTICLE 9: INDEMNIFICATION AND PRESERVATION OF IMMUNITY.** Each Party hereby agrees, in accordance with Florida Statutes § 725.08(1), to fully indemnify and hold harmless the other, its officers, employees, and agents from and against any and all claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of any damage or injury to persons or property suffered or claimed to have been suffered, by any intentional, reckless or negligent act or omission of the indemnifying Party, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. The Party claiming right to indemnification ("Claimant") will give the indemnifying Party ("Indemnitor") prompt notice of any such claim and the Indemnitor will undertake the defense thereof by representatives of its own choosing. In the event Indemnitor, within a reasonable time after notice of claim, fails to defend, the Claimant shall have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor to assume such defense at any time prior to settlement, compromise or final determination thereof. Notwithstanding the foregoing, in the event either Party reasonably believes that counsel defending any such action has unacceptable conflicts of interest or otherwise lacks the skill to adequately protect such Party's interest, such Party reserves the right to defend itself with its own counsel or retained counsel at the Indemnitor's expense, unless the Claimant is found negligent or otherwise responsible for the occasion of the litigation. Pursuant to Florida Statutes § 725.06(1), the indemnification provided for above shall be limited to the insurance limits set forth in this Agreement. Nothing herein shall be interpreted as a waiver by the Village of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the Village expressly reserves these rights to the full extent allowed by law.

**ARTICLE 10: OWNERSHIP AND LICENSE OF DOCUMENTS AND INTELLECTUAL PROPERTY; MAINTENANCE OF RECORDS.**

- a. All records, documents, drawings, notes, tracings, plans, computer aided design (CAD) files, specifications, maps, models, presentations, evaluations, reports and other technical data, and schematics prepared or developed by or for Consultant, or otherwise provided to the Village, pursuant to this Agreement shall be Project Documents. To the extent they have any such rights, Consultant and its consultants shall retain all common law, statutory and other reserved rights, including copyrights, in the Project Documents.

- b. Consultant shall grant, and hereby does grant, the Village an unlimited, non-exclusive, worldwide, irrevocable, perpetual, fully-paid-up, license to reproduce, create derivatives of, distribute, perform, publish and otherwise use all Project Documents in which the Consultant has or may have any rights (i) as reasonably necessary for archival, safety, and disaster recovery purposes, (ii) for submission or distribution, as the Village reasonably determines is prudent or proper, to meet official regulatory requirements, or for similar purposes, in connection with this Project, and (iii) for constructing, completing, reconstructing, repairing, renovating, altering, adding to, maintaining, occupying, and otherwise using the Project.
- c. Consultant shall obtain from each of Consultant's consultants, subconsultants, contractors, subcontractors, and representatives (jointly Consultant's Consultants) either an assignment from the Consultant to the Village of all common law, statutory and other reserved rights, including copyrights and performance rights, in and to all Project Documents in which the Consultant has or may have such rights, or an unlimited, worldwide, perpetual, irrevocable, fully-paid-up license running from Consultant's Consultant to the Village, granting the Village the right to reproduce, create derivatives of, distribute, and use all Project Documents in which the Consultant's Consultant has or may have any rights (i) as reasonably necessary for archival, safety, and disaster recovery purposes, (ii) for submission or distribution, as the Village reasonably determines is prudent or proper, to meet official regulatory requirements, or for similar purposes, in connection with this Project, and (iii) for constructing, completing, reconstructing, repairing, renovating, altering, adding to, maintaining, occupying and otherwise using the Project.
- d. Consultant shall grant, and hereby does grant the Village an unlimited, worldwide, non-exclusive, irrevocable, perpetual, fully-paid license (i) to design, commission, and create architectural works that are derivatives of or substantially similar to this Project or any architectural work portrayed in any version of any Project Document, and (ii) to use, reproduce, make derivatives of, publish, perform, distribute copies of, and otherwise use any architectural or other works created, authored, or provided by Consultant or Consultant's subconsultants pursuant to this Agreement, for marketing, promotional, advertising, ordinary business, and educational purposes, in any medium.
- e. All licenses granted herein or pursuant to this Agreement are worldwide, perpetual and irrevocable and shall continue even in the event this Agreement is terminated for any reason. In the event of any such termination, Consultant hereby consents to any use of any and all Project Documents by any replacement architects, contractors, engineers or other professionals retained by the Village; provided, however, Consultant shall not be liable for any of the design work performed by such replacement architects, engineers or other professionals and the Village agrees to indemnify and hold Consultant harmless from any such liability.
- f. Consultant, upon reasonable request by the Village, even if such request is made after termination or expiration of this Agreement for any reason, shall take all steps reasonably required by the Village to memorialize, perfect, substantiate, record, or evidence all

licenses, assignments, and rights the Village has, is due, or may have under or pursuant to this Agreement, and shall do so at no additional charge to the Village.

- g. Consultant shall, upon reasonable request by the Village, even if such request is made after termination or expiration of this Agreement for any reason, or upon completion of the Project should no such request be made by the Village, provide to the Village (i) reproducible copies of all Project Documents, (ii) written copies of all licenses and assignments obtained by Consultant from Consultant's Consultants and (iii) a written license from Consultant to the Village. Wherever practical, all such copies of the Project Documents shall be provided in both editable electronic form and in hard paper form. Consultant shall not be responsible for inadvertent errors caused by the electronic transmission of Project Documents, unless it knew or reasonably should have known of such errors and failed to promptly notify the Village in writing. In the event of any discrepancies between any such electronic copies and hard paper copies issued by Consultant, the hard paper copy shall control.
- h. The Village shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein or pursuant to this Agreement to another party without the prior written agreement of the Consultant; provided, however, that the Village may assign, encumber, or sublicense any license granted herein or pursuant to this Agreement to a lender, a tenant of the Project, or a subsequent owner of any portion the Project without Consultant's prior consent. Further, the Village shall be permitted to authorize contractors, engineers, subcontractors, sub-subcontractors, material or equipment suppliers, consultants, agents and architects to reproduce applicable portions of the Project Documents as appropriate to and for use in connection with the completion of the Project or the Village's exercise of any right or license granted herein or pursuant to this Agreement.
- i. Consultant hereby represents and warrants that all Project Documents, architectural works, or other works developed, authored, or provided to the Village pursuant to this Agreement shall be original in the Consultant or the Consultant's subconsultants, in the public domain, or developed, authored or provided pursuant to a valid, enforceable and appropriate license or assignment and shall not infringe any copyright, performance right, trademark, patent or other intellectual property right of any third party. Furthermore, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the Village, its officers, directors, contractors and employees of any of them (collectively "Indemnitees") from and against all costs, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, or resulting from, any claim by any third party asserting that any Project Document, architectural work, or other work developed or authored by Consultant or Consultant's subconsultants, or provided to the Village by Consultant, pursuant to this Agreement infringes any intellectual property right, including without limitation copyright, of any person. This indemnification shall be deemed part of the Project specifications and to fully comply with Florida Statutes § 725.06, as amended. If any word, clause or provision of this section is determined not to be in compliance with Florida Statutes § 725.06, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect. It is the intent of the parties that this indemnification obligation comply fully with Florida Statutes § 725.06 in all respects.

Furthermore, this indemnification is in addition to and not in lieu of any common law indemnification to which any of the Indemnitees are entitled.

- j. Consultant shall keep adequate records and supporting documentation which concern or reflect its Services hereunder. The records and documentation shall be retained by Consultant for a minimum of three (3) years from the date of termination of this Agreement, or such longer period of time as may be required by law, whichever is later. The Village, or any duly authorized agents or representatives of the Village, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the period noted above in which the records are to be retained; provided, however, such activity shall be conducted only during normal business hours.
- k. The records specified above include accurate time records, which Consultant agrees to keep and maintain, from day to day, showing the time expended by each principal and employee of Consultant in performing the services and therein specifying the services performed by each, with all such time records to be kept within one-half of an hour. At the request of the Village, Consultant shall furnish to the Village any of the aforesaid time records, as well as invoices or proofs showing Consultant's incurrence and/or payment of any reimbursable expenses.

**ARTICLE 11: APPLICABLE LAW, VENUE.** The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and enforced pursuant to and in accordance with the laws of the State of Florida. Venue for any action or proceeding to enforce or interpret the terms of this Agreement shall be brought in Lee County, Florida. Venue for any federal court action shall be in the Ft. Myers Division of the United States District Court for the Middle District of Florida.

**ARTICLE 12: ATTORNEYS' FEES.** In any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, notwithstanding the outcome of those proceedings. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings. **IN ADDITION, THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION INVOLVING THIS AGREEMENT.**

**ARTICLE 13: AMENDMENTS.** This Agreement may be modified, amended or extended only by written amendment executed by authorized representatives of both Parties.

**ARTICLE 14: HEADINGS.** All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

**ARTICLE 15: SEVERABILITY.** In the event that any term of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining terms thereof, nor shall it result in the failure of the Agreement unless the court finds that the remainder of the Agreement cannot be enforced absent the stricken term.

**ARTICLE 16: NO THIRD-PARTY BENEFICIARY.** This Agreement is for the benefit of the Parties and their respective successors and permitted assigns, and the Parties confirm that in entering this Agreement, they do not intend for it to benefit any other third party.

**ARTICLE 17: AUTHORITY TO EXECUTE.** Each Party hereto covenants to the other Party that it has lawful authority to enter into this Agreement and that the Party's representative executing same is authorized to do so on behalf of the Party.

The Parties hereto have caused this Agreement to be duly executed by their authorized representatives.

**Johnson Engineering, Inc.**

**Village of Estero**

By: \_\_\_\_\_  
Michael Dickey, P.E.  
Vice President/Chairperson

By: \_\_\_\_\_  
Steve Sarkozy, Village Manager

## Exhibit “A” Statement of Work

The following Scope of Services applies to this Agreement:

Consultant shall provide services for the Village for a Village-Wide Traffic Study Update. The analysis, report, and traffic count locations are described below.

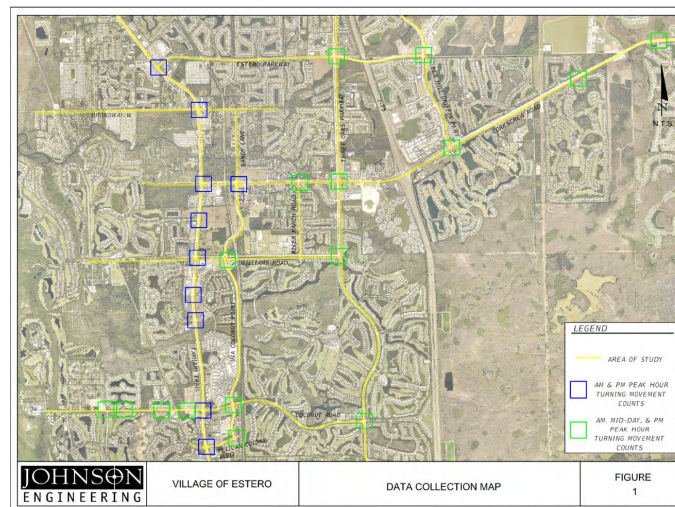
### Task 1. Research

The CONSULTANT shall review the previously collected traffic data within the Village of Estero and surrounding areas that was collected by the Village of Estero, Lee County, and Florida Department of Transportation. The CONSULTANT shall obtain and review accident reports within the area of study.

The CONSULTANT shall obtain and review available prior reports and documents as it relates to Village of Estero traffic and future surrounding area build-out, including the Lee County Long Range Transportation Plan (LRTP). Potential future development within and surrounding the Village of Estero area, including but not limited to, east Corkscrew Road, areas along Coconut Road outside of the Village of Estero limits, and the undeveloped parcels within the Village of Estero should also be reviewed and evaluated accordingly.

### Task 2. Data Collection

The CONSULTANT shall create an area of study map and data collection map and collect existing traffic data within the Village of Estero as described below and shown in **Figure 1** below:





This scope assumes that all traffic data collection will occur from February 2024 through April 2024.

The CONSULTANT shall perform seven (7) day 24-hour bi-directional traffic volume counts along the following roadways:

- U.S. 41
- Sandy Lane
- Via Coconut Point
- River Ranch Road
- Three Oaks Parkway
- Ben Hill Griffin Parkway
- Estero Parkway
- Broadway Avenue
- Corkscrew Road
- Williams Road
- Coconut Road
- Pelican Colony Boulevard

The CONSULTANT shall perform one (1) day 2-hour, A.M. and P.M. peak hour vehicle, pedestrian, and bicycle turning movement counts at the following eleven (11) locations:

- U.S. 41 and Estero Parkway
- U.S. 41 and Broadway Avenue
- U.S. 41 and Corkscrew Road
- U.S. 41 and Commons Way
- U.S. 41 and Williams Road
- U.S. 41 and Coconut Road
- U.S. 41 and Pelican Colony Boulevard
- Via Coconut Point and Corkscrew Road
- U.S. 41 and Pelican Sound Drive
- U.S. 41 and Via Rapallo Drive
- U.S. 41 and Fountain Lakes Boulevard

The CONSULTANT shall perform one (1) day 2-hour, A.M., midday, and P.M. peak hour turning movement counts at the following nineteen (19) locations:

- Via Coconut Point and Williams Road
- Via Coconut Point and Coconut Road
- Via Coconut Point and Pelican Colony Boulevard
- Coconut Road and Olde Meadowbrook Boulevard
- Coconut Road and Coconut Shores Drive
- Coconut Road and Walden Center Drive
- Three Oaks Parkway and Estero Parkway

- Three Oaks Parkway and Corkscrew Road
- Three Oaks Parkway and Williams Road
- Three Oaks Parkway and Coconut Road
- Ben Hill Griffin Parkway and Estero Parkway
- Ben Hill Griffin Parkway and Everblades Parkway
- Ben Hill Griffin Parkway and Corkscrew Road
- Corkscrew Road and River Ranch Road
- Corkscrew Road and Wildcat Run Road
- Corkscrew Road and Cypress Shadows Boulevard
- Coconut Road and Spring Creek Road
- Coconut Road and N. Commons Drive
- Ben Hill Griffin Parkway and Tidewater Key Boulevard

### **Task 3. Synchro Modeling**

The CONSULTANT shall create a Village-wide traffic model of the collected intersections using the latest version of Synchro to analyze the existing and future traffic conditions throughout the Village of Estero at each intersection location collected in Task 2. This model will analyze each intersection during the A.M., midday, and P.M. peak hours as applicable.

### **Task 4. Roadway Analysis**

The CONSULTANT shall analyze the collected roadway segments in Task 2 for existing and future conditions. The analysis will include evaluating the existing and future roadway capacities as well as safety for vehicles, bicycles, and pedestrians. This analysis shall take into account the data obtained in Tasks 1-3 along with any resulting information from public meetings.

### **Task 5. Intersection Analysis**

The CONSULTANT shall analyze collected roadway intersections from Task 2 for existing and future conditions based on the Synchro modeling in Task 3. This analysis will review the overall level of service and delays as well as planned improvements for the existing and future conditions. Additional intersections that will be reviewed for overall geometry, planned improvements, and overall safety for vehicles, bikes, and pedestrians include the following:

- US 41 - Marsh Landing
- Estero Parkway - Calades Dr
- Estero Parkway - Cascades Isle Blvd
- Estero Parkway - Cypress View Dr.
- Ben Hill Griffin - Tidewater Key Blvd.
- Corkscrew Rd - Stoneybrook Golf Dr.
- Corkscrew Rd - Bella Terra
- Corkscrew Rd - Estero Crossing Blvd.
- River Ranch Rd - Williams Rd

- Estero Parkway - Osprey Cove Blvd

#### **Task 6. Agency Coordination and Public Involvement**

The CONSULTANT shall coordinate with Lee County, City of Bonita Springs, and the Florida Department of Transportation at the start of the project to obtain any relevant studies, models, future roadway projects, and development approvals that could impact traffic on roadways within the Village of Estero. The CONSULTANT will also coordinate with each agency during the project to provide updates and gain additional input. The CONSULTANT shall prepare for and attend up to two (2) public meetings and three (3) Council meetings. Council meetings will occur one (1) at the start of the project, one (1) mid-way through the project, and one (1) at the end of the project.

The CONSULTANT shall prepare for and attend meetings and conference calls with the Village of Estero as required during the project process.

#### **Task 7. Report**

The CONSULTANT shall prepare a final report consistent with the previous Village of Estero Area Wide Traffic Study which shall contain the following:

- Executive Summary
- Introduction and Background
- Research Summary
- Data Collection Summary
- Existing Roadway Conditions Analysis
- Future Roadway Conditions Analysis
- Existing Intersection Conditions Analysis
- Future Intersection Conditions Analysis
- Existing and Planned Bicycle and Pedestrian Improvements Analysis
- Summary and Recommendations

The following tasks are not included and, if deemed necessary by the Village, will be in addition to this scope of services:

- Florida Standard Urban Transportation Modeling System (FSUTMS) Modeling
- Design Services & Permitting Services
- Topographic Survey Services

#### **PROJECT SCHEDULE**

**Task 1. Data Collection** through April 26, 2024.

**Task 2. Report and Project Coordination** completed 180 days from conclusion of Task 1 Data Collection.

## **SUPPLEMENTAL SCOPE TERMS**

### **Office Accommodations; Work Resources**

Space in Village Hall is limited and the Village expects Consultant to maintain a separate professional office at which the non-field administrative services can be performed. While the Village Clerk's Office will assist Consultant with the compiling, printing and distribution of agenda materials submitted by Consultant, Consultant is expected to own or have access to all the equipment and resources necessary to provide the services, to include computers, internet connections, software, online research resources, professional trade publication subscriptions, and professional association memberships. Consultant shall take all reasonable measures to ensure that the computers and software used to provide the Village with the services are updated and secure from transmission of computer viruses or other malware.

**Exhibit "B"**  
**Compensation and Payments**

The fees paid to Consultant will be on a Not to Exceed basis. Not to Exceed rates are according to the Consultant's Hourly Rates set forth above, and the Task Not to Exceed amounts are as follows:

| <b>TASK</b>          | <b>ITEM</b>                                   | <b>AMOUNT</b>       | <b>FEE TYPE</b> |
|----------------------|-----------------------------------------------|---------------------|-----------------|
| 1                    | RESEARCH                                      | \$11,032.00         | NTE             |
| 2                    | DATA COLLECTION                               | \$76,448.00         | NTE             |
| 3                    | SYNCHRO MODELING                              | \$38,368.00         | NTE             |
| 4                    | ROADWAY ANALYSIS                              | \$15,880.00         | NTE             |
| 5                    | INTERSECTION ANALYSIS                         | \$23,600.00         | NTE             |
| 6                    | AGENCY COORDINATION<br>AND PUBLIC INVOLVEMENT | \$23,408.00         | NTE             |
| 7                    | REPORT                                        | \$60,744.00         | NTE             |
| <b>PROJECT TOTAL</b> |                                               | <b>\$249,480.00</b> | <b>NTE</b>      |

INVOICE AND PAYMENT TERMS:

Unless otherwise provided above, all payment requests shall be invoiced at the beginning of each month and paid after the completion of each month's services, or within thirty (30) days of Village's receipt of such invoice, whichever shall be sooner unless otherwise agreed by the Parties. Consultant shall not invoice more frequently than once a month for each calendar month for which services are provided.

Invoices shall describe with sufficient detail the tasks performed during the billing period, the professional(s) who performed the work, and the billing hours required to perform the task.

The Village Public Works Director or designee will review all invoices for completeness. In the event an invoice is found to be incomplete, or should any other question or dispute arise, same shall be processed using the procedures and timelines set forth in the Florida Local Government Prompt Payment Act, Part VII of Florida Statutes Chapter 218.



SINCE 1946



**PROFESSIONAL SERVICES  
HOURLY RATE SCHEDULE  
September 6, 2023**

**Professional**

|   |       |
|---|-------|
| 9 | \$330 |
| 8 | \$270 |
| 7 | \$248 |
| 6 | \$220 |
| 5 | \$193 |
| 4 | \$176 |
| 3 | \$165 |
| 2 | \$138 |
| 1 | \$127 |

**Technician**

|   |       |
|---|-------|
| 6 | \$182 |
| 5 | \$154 |
| 4 | \$132 |
| 3 | \$110 |
| 2 | \$88  |
| 1 | \$77  |

**Administrative**

|   |       |
|---|-------|
| 3 | \$105 |
| 2 | \$94  |
| 1 | \$77  |

**Field Crew**

|          |       |
|----------|-------|
| 4-Person | \$270 |
| 3-Person | \$231 |
| 2-Person | \$182 |

**Field Equipment***Field Equipment on Separate Schedule***Expert Witness** \$440**Reimbursable Expenses  
and Sub-Consultants** Cost + 10%**Construction Engineering and Inspection  
(CEI Services)**

|                                  |       |
|----------------------------------|-------|
| CEI Services Manager             | \$204 |
| CEI Senior Project Administrator | \$182 |
| CEI Project Administrator        | \$165 |
| Contract Support Specialist      | \$138 |
| Senior Inspector                 | \$127 |
| CEI Inspector III                | \$116 |
| CEI Inspector II                 | \$105 |
| CEI Inspector I                  | \$94  |
| Compliance Specialist            | \$105 |
| CEI Inspector's Aide             | \$77  |

Corporate Headquarters: 2122 Johnson Street, Fort Myers, Florida 33901  
Phone: (239) 334-0046 ■ [www.johnsonengineering.com](http://www.johnsonengineering.com)

**Exhibit “C”**  
**Village’s Solicitation and any Addenda**

RFQ No.: RFQ 2023-05

PROJECT NO.: RFQ 2023-05

DUE DATE: August 10, 2023

AND TIME: 2:00 PM

LOCATION: Estero Village Hall  
9401 Corkscrew Palms Circle  
Estero, FL 33928

**Please submit your response electronically to me via email at the following address:**  
[franceschini@estero-fl.gov](mailto:franceschini@estero-fl.gov)

# REQUEST FOR QUALIFICATIONS

TITLE:  
VILLAGE-WIDE TRAFFIC STUDY UPDATE  
Advertised Date: July 18, 2023

REQUESTER: VILLAGE OF ESTERO, FLORIDA

ADDRESS  
9401 CORKSCREW PALMS CIRCLE #101  
ESTERO, FL 33928

VILLAGE CONTACT:  
BOB FRANCESCHINI, C.P.M., CPPB  
PHONE NO.: 239-319-2821  
EMAIL: [franceschini@estero-fl.gov](mailto:franceschini@estero-fl.gov)

Page 0 of 27



RFQ No.: RFQ 2023-05

## INSTRUCTIONS TO RESPONDENTS

Sealed Responses will be received by the VILLAGE OF ESTERO, until the time and date specified on the cover sheet of this “Request for Qualifications” and opened immediately thereafter by the Village Manager or designee.

Any questions regarding this solicitation should be directed to the Village Contact listed on the cover page of this solicitation, or by calling the Village of Estero Administration at (239) 221-5035.

## 1. SUBMISSION OF QUALIFICATIONS:

- a. Qualifications Packages must be emailed in a PDF format with a cover sheet which includes the following information:
  1. The words “Sealed Qualifications”.
  2. Name of the firm submitting the Qualifications.
  3. Title.
  4. RFQ Number.
  5. RFQ Due Date.
  6. Contact e-mail and telephone number.
- b. The qualifications must be submitted electronically as follows:
  1. The Village’s Forms completed and signed, and where applicable, corporate and/or notary seals attached. (Mark as “Original”).
  2. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your response (i.e., required submittals, literature, technical data, financial statements).
  3. Warranties and guarantees against defective materials and workmanship (if applicable).
  4. Provide all submission documents (do not lock any files) – as one single Adobe PDF file. Please limit the color and number of images to avoid unmanageable file sizes. Attach the file to your email response; in a size that is easily forwarded via email.
- c. RESPONSES RECEIVED LATE: The delivery of a Qualifications package to Village of Estero prior to or on the time and date as stated is solely and strictly the responsibility of the Consultant. Village of Estero shall not be responsible for delays caused by the E-mail System(s), United States Postal Service, Overnight Express Mail Services, or for delays caused by any other occurrence. The Village expressly reserves the sole and exclusive right to accept or reject late Qualifications when the lateness is due to matters beyond the control of any third party delivery service. Late Qualifications may be returned to the Consultant with the notation: “This Qualifications Package was received after the specified deadline time”. All references to date and time herein reference Estero, FL local time.
- d. VILLAGE RESERVES THE RIGHT: The Village reserves the right to exercise its discretion, to waive minor informalities in any response; to reject any or all responses with or without cause; or to accept the response that in its judgment will be in the best interest of the Village. Further, the Village, in its sole discretion, reserves the right to separately quote any project that is outside the scope of this solicitation, whether through size, complexity, or dollar value.

RFQ No.: RFQ 2023-05

- e. **EXECUTION OF SOLICITATION:** All responses must contain the signature of an authorized representative of the vendor in the space provided on the anti-collusion page. All responses shall be typed or printed in ink. Do not use erasable ink. All corrections made to the response shall be initialed.
- f. **CALCULATION ERRORS:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All responses will be reviewed mathematically and corrected, if necessary, using these standards, prior to further evaluation.
- g. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications that change the intent of the solicitation may cause the solicitation to be non-responsive and the response may not be considered. The Village Manager shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

## 2. ACCEPTANCE & SHIPPING

The materials and/or services delivered under the solicitation shall remain the property of the Proposer until a physical inspection and actual usage of these materials or services is accepted by the Village and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials or services provided to the Village are found to be defective or do not conform to specifications, the Village reserves the right to obtain the services of another Proposer.

Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the Proposer unless otherwise agreed upon in writing prior to service. It shall be the Proposer's responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O.B. Destination.

## 3. GENERAL INFORMATION

Only submissions received from responsive and responsible firms will be considered. The Village reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the firm to perform. Any entity that will have access to Village facilities or property may be required to be screened to a level that may include, but is not limited to; fingerprints, statewide criminal background checks. Costs for such screening will be the responsibility of the awarded respondent.

Submissions may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the firm to assure good faith performance. All respondents will also be evaluated on their past performance and prior dealings with the Village (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) with poor or unacceptable past performance may result in disqualification.

RFQ No.: RFQ 2023-05

#### 4. RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES

Proposers shall observe and obey all laws, ordinances, rules and regulations of the federal, state, and local government which may be applicable. Violations are grounds for unilateral termination of the awarded agreement.

Any involvement with the Village of Estero shall be in accordance with but not limited to:

- a. Authorized to transact business and properly licensed in the State of Florida at the time of response submittal. Copies of all necessary permits or licenses must be provided with response submittal.
- b. Compliance with Federal Occupational Safety and Health Administration standards and regulations.
- c. Compliance with any applicable Environmental Protection Agency regulations.
- d. Chapter 112, Part III, Code of Ethics, Florida Statutes, regarding public officers and employees, as well as, conflict of interest and business relationship disclosure requirements.
- e. Chapter 119, Florida Statutes, Public Records.
- f. Chapter 215, Florida Statutes, regarding scrutinized companies and business operations.
- g. Chapter 255, Florida Statutes, regarding the construction of public facilities.
- h. Compliance, if applicable, with the Consultant's Competitive Negotiation Act; Section 287.055, Florida Statutes.
- i. Chapter 287, Florida Statutes, regarding the procurement of personal property and services.

#### 5. VILLAGE OF ESTERO PAYMENT PROCEDURES

All Proposers are requested to email invoices to: [accountspayable@estero-fl.gov](mailto:accountspayable@estero-fl.gov)

Should you prefer to mail your invoice, please send it to the following address:

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

All invoices will be paid as directed by the Village payment procedure and in accordance with the Local Government Prompt Payment Act unless otherwise differently stated in the detailed specification portion of this project.

Village will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, or proposer for the preparation of these specifications.

Village of Estero is generally a tax-exempt entity. Village will only pay those taxes for which it is obligated, and will provide a Certificate of Exemption furnished by the Department of Revenue. All respondents should include in their response all sales or use taxes which they will pay when making purchases of material or subcontractor's services.

RFQ No.: RFQ 2023-05

## 6. WAIVER OF CLAIMS

Once this contract expires, or final payment has been requested and made, the awarded proposer shall have no more than **30 calendar days** to present or file any claims against the Village concerning this contract. After that period, the Village will consider the proposer to have waived any right to claims against the Village concerning this agreement.

## 7. AUTHORITY TO PIGGYBACK

It is hereby made a precondition of any response and a part of these specifications that the submission of any document in response to this request constitutes a response made under the same conditions, for the same price, and for the same effective period as this response, to any other governmental entity. The Village of Estero will not be financially responsible for the purchases of other entities from this solicitation.

## 8. ANTI-DISCRIMINATION

In accordance with the provisions of Title VI of the Civil Rights Act of 1964, it is expressly understood that minority business enterprises will be afforded full opportunity to submit responses and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. Furthermore, the Village has the right to terminate any awarded contract upon receipt of evidence of discrimination and hereby notifies all potential respondents that it will affirmatively ensure that any and all respondents must comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. All respondents in accepting an award under this solicitation for itself, its successors in interest and assignees, including subcontractors and subcontractors, covenant and agree to comply with the anti-discrimination provisions of this solicitation.

Village may require any awarded respondent to submit reports as may be necessary to indicate non-discrimination. Village officials will be permitted access to vendor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws. Awarded respondents must post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (viewable at the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

## 9. TIEBREAKER

Except as provided by paragraph 8 above whenever two or more responses, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, from responsive and responsible proposers, the award or the first opportunity to negotiate, as applicable, shall be determined by the flip of a coin to determine final outcome.

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If an award or negotiation is unsuccessful with the initial proposer, award or negotiations may commence with the next lowest proposer, utilizing the tiebreaker steps above to make the determination of the next lowest proposer where the next lowest proposer would similarly be equal.

#### 10. AUDITABLE RECORDS

The selected Proposer will maintain all records directly pertaining to or connected with the services under this solicitation which must be readily available and accessible at respondent's local offices for the purpose of inspection, audit, and copying during normal business hours by the Village, and to other persons in accordance with Florida's public records laws.

Proposer will fully cooperate with all public records requests by providing the necessary records to the Village promptly upon notice unless the records are exempt. Failure by a Proposer to promptly respond to notices requesting records constitutes grounds for unilateral cancellation by the Village at any time, without recourse. Records may be provided in the form or format in which they are kept including electronic files. Proposer's right to claim an exemption from disclosure shall not be deemed failure to comply with this article.

Additionally, Proposer will maintain auditable records concerning this solicitation adequate to account for all receipts and expenditures, and to document compliance with the procurement specifications. These records must be kept in accordance with generally accepted accounting methods, and Village reserves the right to determine the record-keeping method required in the event of non-conformity.

All records must be maintained for five (5) years after the expiration of any contract hereunder or final payment has been requested and made, whichever occurs last. Proposer will require all subcontractors to comply with the provisions of this section. If the records are unavailable locally, it shall be the Proposer's responsibility to ensure that all required records are provided at the Proposer's expense all costs in accessing records maintained out of the county. The direct costs of copying records will be borne by the requesting party.

It is understood and agreed that all records and data prepared or obtained by the Proposer in connection with its services hereunder, including all documents bearing the professional seal of the successful respondent, shall be delivered to and become the property of the Village prior to final payment. This includes any electronic versions such as CAD or other computer aided drafting programs.

#### 11. TERMINATION

Any agreement as a result of this solicitation may be terminated by either party giving thirty (30) calendar days advance written notice. The Village reserves the right to accept or not accept a termination notice submitted by the proposer, and no such termination notice submitted by the proposer shall become effective unless and until the vendor is notified in writing by the Village of its acceptance.

The Village Manager may immediately terminate any agreement as a result of this solicitation for emergency purposes.

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## 12. CONFIDENTIALITY

All submissions are subject to public disclosure and will not be afforded confidentiality, unless exempt as provided by Florida Statutes.

If information is submitted with a response that is deemed "Confidential" the respondent must stamp those pages of the response that are considered confidential. The respondent must provide documentation as to validate why these documents should be declared confidential in accordance with Florida's public record laws.

The Village will not reveal engineering estimates or budget amounts for a project unless required by grant funding or until required by Section 337.168, Florida Statutes.

## 13. ANTI-LOBBYING CLAUSE

All respondents are hereby placed on formal notice that the Village Council, candidates for Village Council, employees of the Village of Estero Government, or any members of any evaluation review committees established for this solicitation are not to be lobbied, either individually or collectively, concerning this solicitation. Respondents and their agents who intend to submit Letters of Interest, qualifications, or have submitted responses for this solicitation are further placed on *formal notice* that they are **not** to contact the aforementioned for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled. Any such lobbying activities may cause immediate disqualification for this project. This prohibition begins with the issuance of any solicitation and ends upon issuance of a Notice to Proceed or when the solicitation has been canceled.

## 14. INSURANCE

A certificate of insurance as required by the solicitation documents should be in the response to this RFQ.

## 15. INQUIRIES AND ADDENDUMS

Each respondent must examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be made in writing, submitted at least eight (8) calendar days prior to the date when the response is due.

Responses and other clarifications will be in the form of an Addendum posted on [www.estero-fl.gov](http://www.estero-fl.gov). It is solely the firm's responsibility to check the website for information. No notifications will be sent by the Village.

All addenda shall become part of the solicitation and Contract Documents.

The Village shall not be responsible for oral interpretations given by any Village employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the Village is the only official method whereby interpretation, clarification or additional information can be given.

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## 16. SUBCONTRACTORS AND SUBCONSULTANTS

No principal respondent to this solicitation may also be listed as a subcontractor or subconsultants to another firm submitting a response under this same solicitation. Should this occur, all responses from the involved firms will be considered non-compliant and rejected for award. Subcontractors or subconsultants may be listed on multiple responses for the same solicitation, however, the use of subs under this solicitation is not allowed without prior written authorization from the Village.

## 17. WITHDRAWAL OF QUALIFICATIONS

A respondent may withdraw any submission at any time prior to the opening of the solicitation.

Requests to withdraw must be made in writing to the Village Manager who will approve or disapprove the request.

After submissions are opened, but prior to award of any contract, the Village Manager may allow the withdrawal only if the Village Manager finds evidence that at least one of the following circumstances were met: (1) the respondent acted in good faith in submitting their qualifications. (2) the mistake in the response preparation is of such a magnitude that to enforce compliance would cause a severe hardship on the respondent. (3) the mistake was not the result of gross negligence by the respondent, and (4) the mistake was found and communicated to the Village prior to the Village having formally made a formal award. Notwithstanding the foregoing, a response may be withdrawn for a period of 180 calendar days after the scheduled time for opening of the solicitation, if an award has not been made.

## 18. MATERIAL SAFETY DATA SHEETS (MSDS) – IF APPLICABLE

In accordance with Chapter 443 of the Florida Statutes it is the vendor's responsibility to provide the Village with Material Safety Data Sheets (MSDS) on bid materials, as may apply to this procurement.

## 19. PRE-BID CONFERENCE

A pre-bid conference may be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-bid conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective proposers are encouraged to obtain and review the solicitation documents prior to the pre-bid conference so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the Village Contact noted on the first page of the proposal document. A formal response will be provided in the form of an addendum. A site visit may follow the pre-bid conference, as applicable.

There are two types of pre-bid conferences:

**Non-Mandatory.** Pre-bid conferences are generally non-mandatory, but it is highly recommended that prospective proposers participate.

**Mandatory.** Failure to attend a mandatory pre-bid conference will result in the proposal being considered non-responsive.

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## 20. QUALITY GUARANTEE/WARRANTY

Proposer will guarantee their work without disclaimers, unless specifically approved by the Village, for a minimum of twelve (12) months from the date of final completion.

Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion or acceptance for equipment.

Unless otherwise specifically provided in the specifications, any equipment must be similarly warranted for twelve (12) months, shipping, parts, and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the Village.

If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers, or distributors of such products or the specifications listed, the vendor shall pick up the product from the Village at no expense to the Village. The Village reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund to the Village any money which has been paid for same.

## 21. NEGOTIATED ITEMS

Any item not outlined in the Request for Qualifications may be subject to negotiations between the Village and the successful Respondent.

After award of this solicitation the Village reserves the right to add or delete items or services at prices to be negotiated at the time of addition or deletion.

At contract renewal time(s) or in the event of significant industry wide market changes, the Village may negotiate justified adjustments such as price or terms, if in its sole judgement, the Village considers such adjustments to be in its best interest.

## 22. AGREEMENT FORTHCOMING

The awarded Respondent will be issued a Notice to Proceed as the final determination of award, in the event additional terms or agreements are not required the terms of this solicitation shall form the full and complete basis of the agreement between the Village and the successful Respondent.

## 23. MISCELLANEOUS

- a. No amount of work is guaranteed upon award or contract.
- b. Award or contract does not entitle any Respondent to exclusive rights to Village contracts.
- c. Vehicle travel mileage is considered incidental to the work and not an extra expense. Similarly, man-hours spent in travel time to and from work or the job site(s), are not compensable.
- d. Village reserves the right to add or delete, at any time, any or all items or services associated with this solicitation, utilize other responsive Respondents or in-house resources.



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- e. Florida law shall govern this solicitation and the Contract Documents with venue for any action brought under this solicitation or the Project being in Lee County, Florida.

End of Terms & Conditions Section

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#### SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the Village's standard Terms and Conditions or the Scope of Work.

#### SELECTION PROCESS

The Selection Committee shall make a recommendation to the Village of Estero Council. In the event the Council would like further deliberation, one or more respondent(s) may be required to provide presentation(s) to the Council. Respondents should be prepared to make presentations in front of the Council upon request as well as to answer questions posed by the Council related to their RFQ submission. The final choice of firm(s) will be at the sole discretion of the Village of Estero Council.

#### SUB-CONTRACTORS

The use of sub-contractors under this solicitation is not allowed without prior written authorization from the Village representative.

End of Special Conditions

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VILLAGE OF ESTERO, FLORIDA  
PROPOSAL QUOTE FORM  
FOR  
VILLAGE-WIDE TRAFFIC STUDY UPDATE

DATE SUBMITTED: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

TO: The Village of Estero  
Estero, Florida

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

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

The undersigned acknowledges  
receipt of Addenda numbers: \_\_\_\_\_

TO BE STARTED IMMEDIATELY AFTER RECEIPT OF NOTICE TO PROCEED.

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ANTI-COLLUSION STATEMENT

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

FIRM NAME \_\_\_\_\_

BY (Printed): \_\_\_\_\_

BY (Signature): \_\_\_\_\_

TITLE: \_\_\_\_\_

FEDERAL ID # OR S.S.# \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

CELLULAR PHONE NO.: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

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VILLAGE OF ESTERO, FLORIDA  
REQUEST FOR QUALIFICATIONS  
FOR  
VILLAGE-WIDE TRAFFIC STUDY UPDATE

**SCOPE**

The Village of Estero is requesting Qualification Statements to provide the Village all services required to prepare an update to the Village-Wide Traffic Study.

The purpose of the study is to evaluate existing and future traffic conditions throughout the Village of Estero.

This study will identify existing and future traffic issues and provide recommended solutions to improve traffic flow and safety. Traffic safety will include vehicles, bicycle, and pedestrian safety.

The study will include all arterial and collector roadways in Estero as well as key intersections. Following is a list of roadways that will be included within the study.

**Roadways:**

- US 41
- Sandy Lane
- Via Coconut Point
- River Ranch Road
- Three Oaks Parkway
- Ben Hill Griffin Parkway
- Estero Parkway
- Broadway Ave
- Corkscrew Road
- Williams Road
- Coconut Road
- Pelican Colony Blvd

**Intersections:**

- US 41-Estero Parkway
- US 41-Broadway Ave
- US 41-Corkscrew Road
- US 41-Commons Way
- US 41-Williams Road
- US 41-Coconut Road
- US 41-Pelican Colony Blvd.
- Via Coconut Point-Corkscrew Road
- Via Coconut Point-Williams Road
- Via Coconut Point-Coconut Road
- Via Coconut Point-Pelican Colony Blvd
- Coconut Road-Olde Meadowbrook Blvd.
- Coconut Road-Coconut Shores Dr.
- Coconut Road-Walden Center Drive
- Three Oaks Parkway-Estero Parkway

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- Three Oaks Parkway-Corkscrew Road
- Three Oaks Parkway-Williams Road
- Three Oaks Parkway-Coconut Road
- Ben Hill Griffin Parkway-Estero Parkway
- Ben Hill Griffin Parkway-Everblades Parkway
- Ben Hill Griffin Parkway-Corkscrew Road
- Corkscrew Road-River Ranch Road
- Corkscrew Road-Wildcat Run Rd
- Corkscrew Road-Cypress Shadows Blvd.

The selected firm is expected to provide the following services. Note, this preliminary list of services is not exhaustive, and the final scope is expected to be completed with input from the selected firm.

Task 1 – Research

Identify and obtain existing traffic and land use information in and around the Village of Estero.

Task 2 – Traffic Counts

Obtain traffic counts required to supplement traffic counts already obtained by the Village, County, City, and State, that are required to complete the study.

Task 3 – Traffic Model

Create/update existing and future traffic models using additional information obtained as part of this project.

Task 4 – Roadway Analysis

Analyze roadway segments for existing and future conditions. The analysis will include roadway capacity as well as safety for vehicles, bicycles, and pedestrians.

Task 5 – Intersection Analysis

Analyze roadway intersection for existing and future conditions. The analysis will include roadway capacity as well as safety for vehicles, bicycles, and pedestrians.

Task 6 – Agency Coordination

Coordination with Lee County, City of Bonita Springs and the Florida Department of Transportation will be critical for the success of this project. The consultant will coordinate with each agency at the start of the project to obtain any relevant studies, models, future roadway projects, and development approvals that could impact traffic on roadways in Estero. Consultant will also coordinate with each agency during the project to provide updates and gain additional input.

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**Task 7 – Report**

Consultant will prepare a report that summarizes the work completed at part of this project. The report will identify existing and future traffic issues in Estero and provide recommendation to improve each issue.

**DELIVERABLES**

The consultant will prepare the traffic study in a format and timeframe agreed upon by the Village.

**VILLAGE BACKGROUND INFORMATION**

Estero is located on the southwest Florida coast, in Lee County. Incorporated on December 31, 2014, the first Village Council was elected and took office on March 17, 2015. The Village, with a population of 30,500 full-time residents, prides itself on its interested and involved citizens. The peak population (including seasonal residents) is over 46,000 and is expected to grow to over 73,000 by 2035. The demographic profile is older with a median age of 61. However, there is a growing population of school-aged children as well.

The Village operates under the “Government-Lite” approach to governing; the goal of which is to deliver high quality government at an affordable rate. Thus far, this goal has manifested itself through the reduction of taxes (four consecutive years, with a constant rate held for FY 20-21) and the development of a substantial operating reserve (now at 12 months of operating reserves).

Located within the Village are 38 gated residential communities, two large regional lifestyle centers (Coconut Point and Miromar), Hertz Arena, Hertz Corporate headquarters, a State park and a large community park.

The Village has thousands of acres of public and private natural areas that are protected as State parks, public lands or private preserve areas. These areas offer tremendous ecological, environmental, recreational and community benefits to the Village.

**QUALIFICATION AND SELECTION PROCESS**

It is understood that this Statement of Qualifications will be used by the Village as the basis to qualify Vendors for further consideration.

This RFQ is issued by the Village to provide potential Firms with information, guidelines and rules to prepare and submit a Statement of Qualifications. The submittal must satisfy all criteria established in this RFQ to qualify for evaluation.

The Village will receive Qualification Statements from potential Vendors in response to the Request for Qualifications included in this RFQ. Please see below for additional detail regarding the content of your Qualification Statement.

**SELECTION CRITERIA**

RFQ responses will be analyzed. The Village will not use a scoring system in which precise weights are given to the various criteria. See Evaluation Criteria (below) for more details. The Village may interview selected firms and may require selected firm(s) to participate in onsite or web-based interviews/demonstrations.

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**SUB-CONTRACTORS**

The use of sub-contractors under this RFQ is not allowed without prior written authorization from the Village representative.

**RFQ EVALUATION CRITERIA**

The Village will evaluate responses to RFQ 2023-05 based on the following criteria:

- Firm Qualifications
- Project Manager's Qualifications
- Project Approach

**SUBMISSION REQUIREMENTS**

Prospective firms are instructed to respond to the RFQ with information as outlined below. Firms are advised to be concise in their responses and attach only relevant information.

All submittals should include:

1. **Company Information.**  
Title Page providing the Solicitation # and title; the firm's name; the name, email address, physical address, and telephone number of the primary contact person; and the date of the proposal. The name, address, phone number of the responsible office. Location of the firm's offices where the various aspects of the work will be performed (if not at Village Hall).
2. **Transmittal Letter.**  
A transmittal letter signed by an authorized officer of your company that briefly states the proposer's understanding of the work to be done; a statement addressing why the firm believes it is the best qualified to perform the work; and an affirmative indication that the firm and all assigned professional staff possess all licenses, registrations and certifications required to provide the requested services in the State of Florida and Lee County/Village of Estero.
3. **Firm Qualifications.**  
A summary of firm qualifications and experience to include a) Proposed organizational structure for the project. b) A summary of your firm's qualifications providing the proposed services. c) A list of government and private clients your firm has on contract through FY 2024 that may create potential conflicts of interest between the Village of Estero and your firm's other clients.
4. **Project Manager's Qualifications.**  
A summary of firm qualifications and experience to include a) Proposed organizational structure for the project. b) A summary of your firm's qualifications providing the proposed services. c) A list of government and private clients your firm has on contract through FY 2024 that may create potential conflicts of interest between the Village of Estero and your firm's other clients.
5. **Project Approach.**  
Provide a description of your firm's approach to the project. Explain how the project is expected to proceed. Include specific details on how coordination with other agencies will be handled and how you recommend handling public input.



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VILLAGE OF ESTERO, FLORIDA  
VENDOR DISCLOSURE FORM

Project No.: \_\_\_\_\_

Project Name: \_\_\_\_\_

Please check as appropriate:

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

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

Signed: \_\_\_\_\_  
Vendor  
Printed Name \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Date: \_\_\_\_\_

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### NAMES & ADDRESSES OF OWNERS

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

[illegible]

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AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS

SOLICITATION NO.: \_\_\_\_\_ PROJECT NAME: \_\_\_\_\_

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

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

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

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Signature Title Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_, by \_\_\_\_\_ who has produced  
(Print or Type Name)  
\_\_\_\_\_ as identification.  
(Type of Identification and Number)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

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

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VILLAGE OF ESTERO, FLORIDA

MAJOR INSURANCE REQUIREMENTS

WITH PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS)

Minimum Insurance Requirements: *Village of Estero in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The Village reserves the right to request additional documentation regarding insurance provided*

- a. Commercial General Liability - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate  
\$1,000,000 products and completed operations  
\$1,000,000 personal and advertising injury

- b. Business Auto Liability - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)  
\$500,000 bodily injury per person  
\$1,000,000 bodily injury per accident  
\$500,000 property damage per accident

- c. Workers' Compensation - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident  
\$500,000 disease limit  
\$500,000 disease – policy limit

- d. Errors and Omissions - Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

\$1,000,000 combined single limit (CSL) of BI and PD

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\*The required minimum limit of liability shown in a and b may be provided in the form of “Excess Insurance” or “Commercial Umbrella Policies.” In which case, a “Following Form Endorsement” will be required on the “Excess Insurance Policy” or “Commercial Umbrella Policy.”

**Verification of Coverage:**

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Village Manager for review and approval. The certificate shall provide for the following:

- a. The certificate holder shall read as follows:

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

- b. “*Village of Estero, a municipal corporation of the State of Florida, its agents, employees, and public officials*” will be named as an “Additional Insured” on the General Liability policy, including Products and Completed Operations coverage.

**Special Requirements:**

1. An appropriate “Indemnification” clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

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## PUBLIC ENTITY CRIME FORM

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

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

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

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

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day  
of \_\_\_\_\_, 2\_\_\_\_.

\_\_\_\_\_  
(NOTARY PUBLIC)

My Commission Expires: \_\_\_\_\_

RFQ No.: RFQ 2023-05

## Scrutinized Companies Certification

1. This sworn statement is submitted with a bid, proposal, contract, or contract renewal \_\_\_\_\_, for \_\_\_\_\_, **Project or contract number** [Project name]
2. This sworn statement is submitted by \_\_\_\_\_ whose **[Name of entity submitting sworn statement]** business address is \_\_\_\_\_.
3. Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (or if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
4. My name is \_\_\_\_\_ and my relationship to the above is: **[Please print name of individual signing]**  
\_\_\_\_\_.
5. Based on information and belief, the certification, which I have marked below, is true in relation to the entity submitting this sworn statement as required by §287.135, Florida Statutes.
  - [ ] Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any amount)**
    - [ ] The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List nor is it engaged in a boycott of Israel.
    - [ ] The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List or is actively engaged in a boycott of Israel..
  - [ ] Scrutinized Companies with Activities in Sudan List (bid, proposal or contract renewal for \$1 Million or more)**
    - [ ] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.
    - [ ] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.
  - [ ] Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (bid, proposal or contract renewal for \$1 Million or more)**
    - [ ] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
    - [ ] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
  - [ ] Business Operations in Cuba or Syria (bid, proposal or contract renewal for \$1 Million or more)**
    - [ ] The entity submitting this sworn statement does not have business operations in Cuba or Syria.
    - [ ] The entity submitting this sworn statement does have business operations in Cuba or Syria.

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



RFQ No.: RFQ 2023-05

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

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

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

\_\_\_\_\_  
AFFIANT

\_\_\_\_\_  
Typed Name of AFFIANT

\_\_\_\_\_  
Title

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was executed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_,  
who personally swore or affirmed  
that he/she is authorized to execute this document and thereby bind the Corporation, and who is  
personally known to me OR has produced \_\_\_\_\_  
as identification.

(stamp)

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_

RFQ No.: RFQ 2023-05

## VILLAGE OF ESTERO - BIDDERS CHECK LIST

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

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

The Village of Estero  
9401 Corkscrew Palms Circle  
Estero, FL 33928

(239) 319-2821  
[www.Estero-fl.gov](http://www.Estero-fl.gov)

September 6, 2023  
SUBJECT: ADDENDUM NUMBER: One (1)  
REFERENCE: RFQ 2023-05 Traffic Study

The solicitation is re-opened. The Bid Due Date for this is now: **Wednesday, September 20, 2023, at 2:00 p.m.**

Please submit all responses to the following email address: [greenville@estero-fl.gov](mailto:greenville@estero-fl.gov)

Any questions or comments may be directed to the Village's Finance Director, Kevin Greenville at [greenville@estero-fl.gov](mailto:greenville@estero-fl.gov) or 239-221-5035.

BIDDER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE BIDDING DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Kevin Greenville, CPA  
Village of Estero Finance Director

**Exhibit “D”**  
**Consultant’s Qualifications/Proposal**



Qualifications to Provide

# *Village of Estero*

## VILLAGE-WIDE TRAFFIC STUDY UPDATE

RFQ 2023-05 | AUGUST 10, 2023



**JOHNSON**  
ENGINEERING





# Village of Estero

## Village - Wide Traffic Study Update

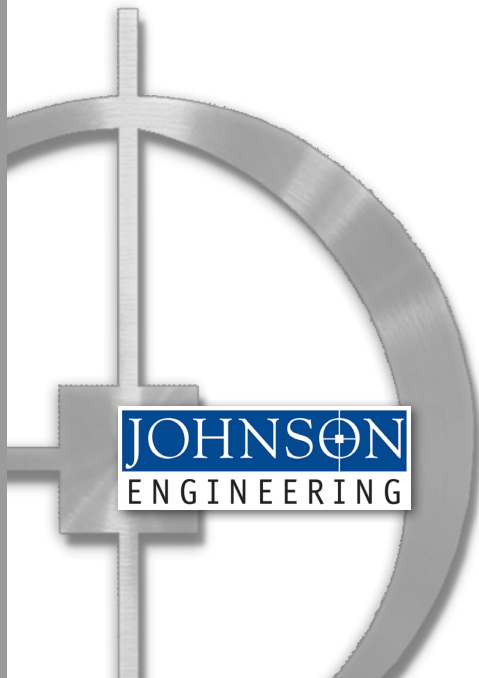
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Village of Estero  
Village - Wide Traffic Study Update  
August 10, 2023

**JOHNSON**  
**ENGINEERING**  
Equal Opportunity/Affirmative Action Employer

## 1. Company Information



# Village of Estero

## 1. Company Information

### Village-Wide Traffic Study Update

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**RFQ 2023-05**

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**Josh Hildebrand, PE, PTOE**  
**Johnson Engineering, Inc.**  
**2122 Johnson Street**  
**Fort Myers, FL 33901**  
**(239) 334-0046**  
**[jhildebrand@johnsoneng.com](mailto:jhildebrand@johnsoneng.com)**

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**August 10, 2023**  
**2:00 p.m.**



Village of Estero  
Village - Wide Traffic Study Update  
August 10, 2023





# Village of Estero

## 1. Company Information



### COMPANY OVERVIEW

#### Depth of Experience

Centuries of combined experience has immersed our team of licensed professionals into Florida's geography, giving us a rare perspective into development of the area and an appreciation of the changes.

#### Full Range of Services

Specialized teams of licensed engineers, land planners, landscape architects, surveyors, ecologists, water resources experts, transportation, and utility designers provide numerous aspects needed to complete your projects.

#### Long Term Commitment

Our team's average tenure with Johnson Engineering is 13 years. More than half of our employees have been with us for more than 10 years, 20% have been with us for more than 20 years, and an unprecedented 11% have been with us for more than 30 years, showing our team's commitment and dedication.

#### Local Knowledge

We can provide invaluable historical data and our conveniently located offices allow us to provide prompt service and communication through every step of your project.

Just as Florida has transformed dramatically over the years, so has Johnson Engineering. What started in 1946 as one man surveying Southwest Florida, has developed into a large cohesive team of more than 120 professional civil engineers, ecologists, scientists, geologists, surveyors and mappers, certified land planners, and landscape architects, offering their expertise in a broad spectrum of engineering disciplines.

Johnson Engineering has been helping guide private companies, and city, county, and state governmental institutions through these changes and the challenges they create. Our extensive list of well-known roads, airports, schools, hospitals, resorts, residential communities, shopping centers, and commercial developments show our experience and continued responsibility in developing Florida's communities.

Headquartered in Fort Myers, Florida, the company also has offices in Naples, Port Charlotte, LaBelle, Clewiston, and Lutz.

While Johnson Engineering is focused on growing and evolving to continue serving the needs of Florida, it remains true to its past and the values upon which the company was founded.



Village of Estero  
Village - Wide Traffic Study Update  
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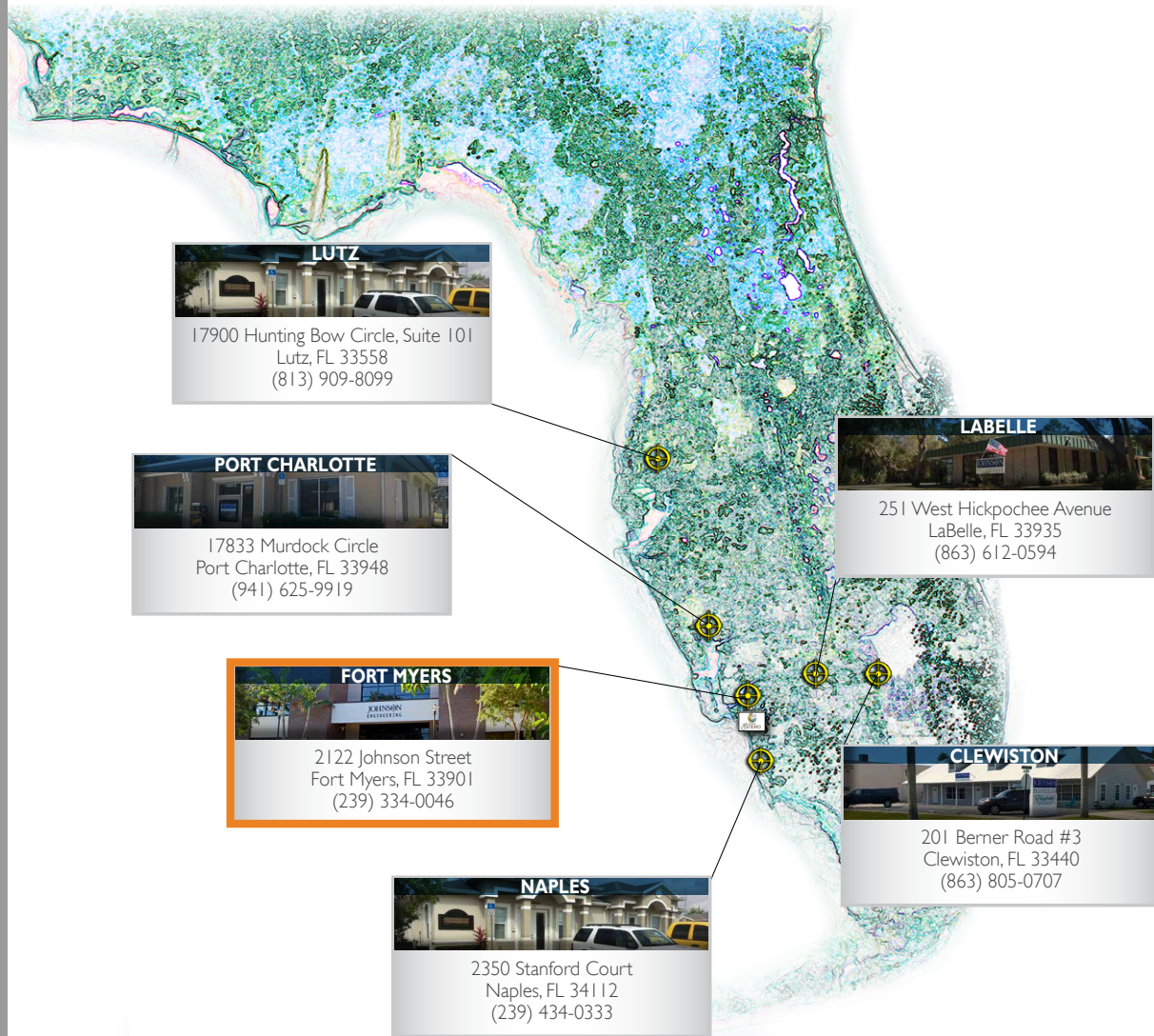
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# Village of Estero

## 1. Company Information

### OFFICE LOCATIONS

Headquartered in Fort Myers, Florida, we have a total of six offices located throughout Florida. Our Fort Myers corporate office is less than 30 minutes from the Village of Estero.



Village of Estero  
Village - Wide Traffic Study Update  
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**ENGINEERING**  
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# Village of Estero

## 1. Company Information

### IN-HOUSE CAPABILITIES SUMMARY

Our experienced team of professionals include civil engineers, ecologists, scientists, geologists, surveyors and mappers, certified planners, and landscape architects, offering their expertise in a broad spectrum of engineering disciplines. As a multi-discipline consulting firm, permitting with local, state, and federal agencies is something our team excels at. It is a vital component to helping our clients' projects come to fruition.



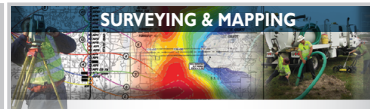
#### TRANSPORTATION DESIGN

Roadway Design • Signalization Design  
Resurfacing, Rehabilitation and Restoration  
Street Lighting Design • Traffic Analyses  
Roundabout Design • Signalization Design  
Corridor Planning • Bicycle, Transit,  
and Pedestrian Facilities



#### CONSTRUCTION ENGINEERING & INSPECTION

Roadway Construction  
Bridge Construction  
Roadway Resurfacing Rehabilitation Restoration  
Major Drainage Structures Construction  
Private Development Construction Assistance  
Grant Funded Construction Oversight / Compliance



#### SURVEYING & MAPPING

Subsurface Utility Engineering & Mapping (SUE)  
Hydrographic Surveying • Transportation Surveying  
Bathymetric Surveying • ALTA Surveys  
Boundary Surveys • Construction Layout  
Platting • Record Surveys  
Sketches and Legal Descriptions



#### LAND DEVELOPMENT

Project Management / Coordination • Due Diligence  
Site Design • Cost Estimation • Permitting  
Construction Observation & Administration  
Single Family Communities • Multi-Family Residential  
Assisted Living • Commercial • Industrial • Medical  
Institutional • Educational • Recreational



#### PLANNING

Feasibility & Assessment Studies • Master Planning &  
Urban Design • Neighborhood & Sector Planning  
Comprehensive Planning & Zoning • Facility Planning  
Corridor Planning • Local Government Planning  
Public Engagement • GIS Services  
Code Writing Redevelopment Planning



#### WATER QUALITY STUDIES

Stormwater/Surface Water Quality Studies  
Groundwater Quality Studies • Estuarine/Coastal  
Water Quality Studies • Subaqueous Sediment  
Characterization • TMDL Pollutant Loading  
Determination • EPA Section 319 and FDEP SWAG  
Assistance • Microbial Source Tracking • Quality  
Assurance Project Plan • Non-point Source Evaluation



#### ECOLOGICAL/ENVIRONMENTAL CONSULTING

Wetland Delineation, Assessments & Permitting  
Protected Species Surveys, Permitting & Relocations  
Mitigation Design & Monitoring  
Marine & Coastal Environmental Services  
Airport Wildlife Hazard Services  
Drone Services  
Geographic Information Systems



#### STORMWATER MANAGEMENT

Surface Water Master Planning • Surface Water  
Retrofit • BMP Selection and Design  
Hydrologic, Hydraulic & Water Quality Modeling  
Federal, State and Local Surface Water Permitting  
Flow & Stage Monitoring • Water Quality Treatment  
Special Governments • Filter Marsh Design



#### GEOGRAPHICAL INFORMATION SYSTEMS

ESRI-based GIS Services • Mobile Online Map  
(ArcGIS Online) • Custom Client Online Map Services  
Geodatabase Development and Implementation  
CAD-GIS-DGN Conversions • High Accuracy GNSS  
(GPS) Data Collection • Advanced Modelbuilder  
& Python Scripting • LiDAR Derivative Products  
Cartographic Visualization • Aerial Photo Processing



#### WATER SUPPLY

Hydrogeological Investigations  
Water Resource Assessments • Water Use, Water  
Supply System Permitting • Well & Wellfield Design  
Regional Water Supply Planning  
Groundwater Modeling • Deep Injection Wells  
Alternative Water Supplies Studies



#### ENVIRONMENTAL ASSESSMENT/PERMITTING

Phase I Environmental Site Assessments (ESAs)  
Phase II Environmental Site Assessments (ESAs)  
NPDES Compliance Monitoring  
Permit Compliance Monitoring and Reporting  
Filter Marsh Efficiency Evaluation  
Water Use Accounting Method Calibration  
BMAP Nutrient Removal Project Assessment



#### LANDSCAPE ARCHITECTURE

Landscape/Hardscape/Irrigation Design • Conceptual  
Design • Commercial Design • Community  
Revitalization & Amenity Design • Streetscape Design  
Park Design • Visualization & Graphic Design  
Construction Documents & Observation  
Arboricultural Consulting Services • Plan Review  
Services • Community/Institutional/Hospitality Design



#### UTILITIES

Utility Planning • Subsurface Utility Engineering (SUE)  
Data Collection & Analysis • Hydraulic Modeling  
Pipeline Design • Pump Station Design,  
Evaluation, and Operational Controls  
Utility Permitting • Project Management CEI



#### ELECTRICAL ENGINEERING (EI&C)

Switchgear, Motor Control Centers, and Generators  
Power Distribution Equipment • Lighting  
Process & Industrial Control  
Systems Integration and Commissioning  
Electrical Systems Analysis (Short Circuit and  
Protective Coordination)  
SCADA Architecture, Networking & Telemetry



#### SPECIAL DISTRICT ASSISTANCE

Stormwater Management • Water Use  
Environmental • Planning  
Landscape Architecture  
Surveying & Mapping • Utilities  
Roadway/Traffic Studies  
Geographic Information Systems (GIS)  
Construction Engineering & Inspection (CEI)

Village of Estero  
Village - Wide Traffic Study Update  
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**JOHNSON**  
**ENGINEERING**

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# Village of Estero

## 1. Company Information

### TRANSPORTATION DESIGN

Our transportation group consists of two primary teams; design and construction engineering and inspection (CEI). Working in concert with our other in-house disciplines, the traveling public and the client, our transportation group has enjoyed a successful history of providing comprehensive transportation services.



#### Roadway Design

Our transportation team of engineers and designers are dedicated exclusively to transportation design and have built an impressive portfolio of roadway design projects over the years. Our team is FDOT prequalified in numerous areas. By providing much of the roadway support services in-house such as survey, drainage, environmental, utilities and construction engineering and inspection (CEI), we are able to provide our clients a complete and comprehensive design effort on every project.

#### Traffic Analyses

You cannot appropriately design roads without an understanding of the volumes and needs of the traffic they are intended to convey. We provide in-house data collection with pneumatic tube counters placed on the roadways to detect actual volumes, distribution, truck percentage and speeds of existing traffic. Our team can provide a wide range of Traffic Analysis services including: signal and turn lane warrant analyses, volumetric and operational analyses, gap/delay studies, parking capacity analyses, speed studies, and Traffic Impact Studies (TIS) for both rezoning and development purposes.



#### Roundabout Design

While roundabouts have numerous benefits, the modern roundabout is not a one size fits all solution as it requires more right of way with its larger footprint and has reduced functionality at high traffic volumes. Our team is experienced in the design and development of modern roundabouts, when they should be used and when they shouldn't.

#### Resurfacing, Rehabilitation and Restoration (3R)

There are many treatment options that must be carefully considered and appropriately applied to make sure we are getting the most out of our roadways and our maintenance funds. Design elements often include existing pavement condition survey, pavement section analyses, milling and resurfacing, cross slope correction, shoulder addition and safety improvements.

#### Signalization Design

Our design team is adept, and FDOT pre-qualified, in providing signalization design. Proper signalization design must consider vehicular, bicycle and pedestrian traffic. Our team can provide signalization services including new signals, modification of existing signals, incorporation of pedestrian signals, signal timing analysis as well as signal warrant analyses.



#### Street Lighting Design

Proper illumination of our roadway networks is critical for the safety of the traveling public. Various state requirements set for the minimum illumination criteria to provide sufficient light in a smooth and consistent fashion. With so many lighting options available today it can be challenging to select the best fit for your project. A computerized photometric analysis is performed to assess and determine the best combination of luminaire, pole and arm to provide the appropriate amount of light without additional wasted costs.

#### Corridor Planning

Our long history has given us the unique insight that comes only with experience. By remaining mindful of our past, we can better prepare for our future. Our team has considerable experience in corridor planning, route analyses, corridor beautification and enhancement and Complete Street retrofits. Our roadway engineers work closely with our planners, landscape architects and ecologists to provide the mobility options we need in a manner our children can be proud of.

#### Bicycle, Transit and Pedestrian Facilities

Our transportation design services include a strong emphasis on the design of bicycle, transit, and pedestrian facilities including sidewalks, bus stop boarding & alighting, bike lanes, and multi-use paths. As State and Federal funding are often available for such projects, we are also very familiar with the FTA and FDOT LAP procedures and compliance requirements required for such funding opportunities.

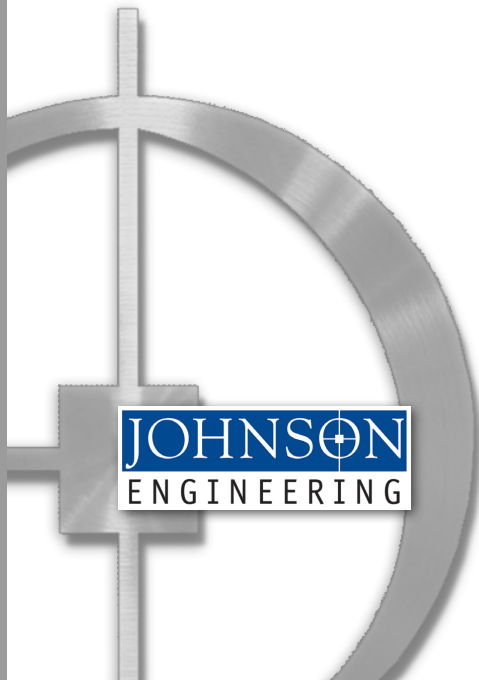


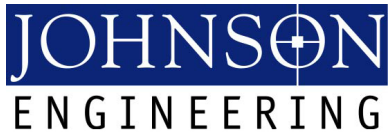
Village of Estero  
Village - Wide Traffic Study Update  
August 10, 2023



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## 2. Transmittal Letter





SINCE 1946



August 10, 2023

Mr. Bob Franceschini  
Village of Estero, Procurement Manager  
9401 Corkscrew Palms Circle  
Estero, FL 33928

**Re: Village of Estero, Village-Wide Traffic Study Update**

Dear Mr. Franceschini,

Johnson Engineering is pleased to submit our firm's response to provide professional services for a Village-Wide Traffic Study for the Village of Estero. Our team provides a well-rounded, complete-picture approach to transportation planning and traffic engineering challenges. We offer qualified professionals that can help review, implement, and facilitate the improvement of traffic operations. We understand that if you are going to address traffic, you must be able to focus on the complete roadway infrastructure that carries that traffic. Our team is not only experienced in engineering, but is also well-adept in the planning, knowledge of local ordinances and standards, design, permitting and construction of local roadways.

As a company, we have provided hundreds of traffic studies and traffic data collection throughout Southwest Florida. In fact, we currently provide annual traffic monitoring and analysis for the Village of Estero. We have a full transportation department dedicated to this type of work and we can provide these services using in-house resources. Our goal is to act as a seamless extension of your own staff through our extensive local knowledge and experience.

As a Lee County based firm for more than 77 years, these types of contracts are very important to our firm and our local employees. We value our working relationship with the Village of Estero and hope we will have the opportunity to continue to provide the service you are looking for.

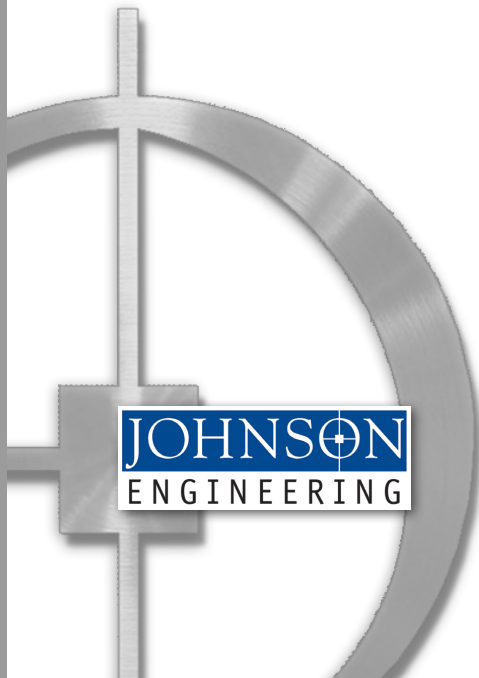
Sincerely,  
JOHNSON ENGINEERING, INC.

  
Joshua Hildebrand, PE, PTOE  
Transportation Project Manager

  
Leah Holmes, PE  
Deputy Project Manager

2122 Johnson Street ■ Post Office Box 1550 ■ Fort Myers, Florida 33902-1550 ■ (239) 334-0046

### 3. Firm Qualifications





# Village of Estero

## 3. Firm Qualifications

### Firm Qualifications

At Johnson Engineering, we are celebrating our 77th year of doing business in Southwest Florida. We have extensive experience in working with the local Cities, Counties, Florida Department of Transportation (FDOT), South Florida Water Management District, Florida Department of Environmental Protection, and US Army Corps of Engineers regulatory and compliance staff.

Having provided transportation services in Southwest Florida for many years, Johnson Engineering has developed a profound understanding of the transportation needs and challenges facing our community. We are continuously adapting and working to cater our services and our designs to help our clients address their transportation needs in a cost-effective manner. We intend to bring this same cost-effective approach to the Village of Estero.

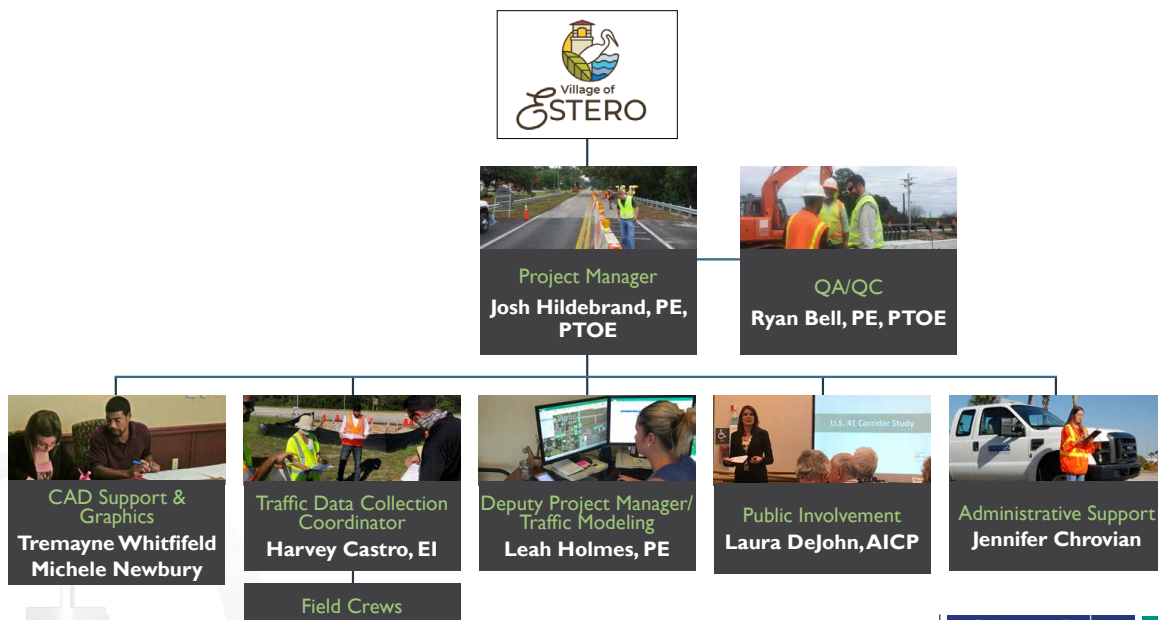
Our transportation department includes 20 professionals providing transportation planning, intersection analyses, roadway and pedestrian facility design, roundabout design, signal design and complete CEI services. Our transportation department has provided traffic counts, traffic studies, developed numerous roadway construction plan sets, prepared bid documents, and provided CEI services for numerous transportation entities throughout Southwest Florida.

All our internal transportation design, plan production, and construction inspection procedures are based specifically off of standard FDOT practices. Johnson Engineering is currently FDOT pre-qualified to perform Minor Highway Design (3.1), Major Highway Design (3.2), Traffic Engineering Studies (6.1), Signing Pavement, Marking and Channelization (7.1), Signalization (7.3), Control Survey (8.1), Design, Right of Way and Construction Surveying (8.2), Right of Way Mapping (8.4), Roadway Construction Engineering Inspection (10.1), Minor Bridge & Miscellaneous Structures (CEI) (10.4), Land Planning/ Engineering (13.6), and Landscape Architect (15).

Our team is dedicated to providing a professional and competent service in every project we perform. We understand our reputation and the ability to repeat as a consultant is contingent upon the quality of our product.

### Project Team

Johnson Engineering is very excited and feels that this project would be a perfect fit to highlight our professional abilities. We believe this staffing plan is more than sufficient; however, this is not a list of all personnel available. Additional resources can be reallocated as necessary. Collectively, our firm has the resources to comfortably maintain even a very aggressive workload. Our proposed team, managed by Josh Hildebrand, PE, PTOE, has performed hundreds of traffic related studies and traffic counts. If given the opportunity, we are very interested, and ready to start immediately. An organizational chart illustrating the team structure for key staff assigned to this project is provided below.



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**JOHNSON**  
**ENGINEERING** 7  
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# Village of Estero

## 3. Firm Qualifications

### Abilities

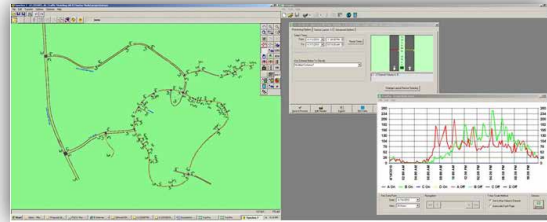
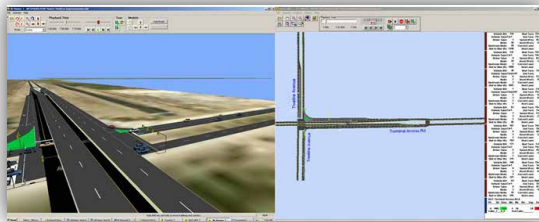
Although all of these services may not be part of the Village-Wide Traffic Study scope, Johnson Engineering staff are very familiar with many different aspects of various traffic studies. Having a broad range of expertise helps to have a full depth understanding of the project.

### Traffic Impact Statements

Johnson Engineering staff has prepared numerous Traffic Impact Statements (TIS) to document the impact of proposed projects on adjacent roadway networks. These studies include the determination of traffic for the proposed development, traffic counts to establish existing conditions, projection of background traffic to the build-out year of the proposed development, analysis of affected links and intersections to determine expected operating conditions, determination of needed improvements, and preparation of a written report to document the study's findings. We have also reviewed TIS studies for other municipalities. These reviews have been made to determine whether the applicant's analysis meets the TIS study requirements, preparation of comments to be addressed by the applicant, final review of the submitted traffic study, and preparation of comments and recommendations on needed improvements that were supplied to staff.

### Simulation Modeling & Traffic Modeling

Traffic modeling is a very important component and useful analytical tool when it comes to assessing a transportation roadway network under various traffic conditions. Johnson Engineering is very proficient at both the development and review of traffic models and traffic simulations. Our staff can provide the necessary traffic modeling and traffic simulation modeling that may include the use of Synchro, SimTraffic, Synchro 3D viewer, and Highway Capacity Software (HCS). More recently, Johnson Engineering has performed considerable traffic modeling work which focused on analyzing the existing traffic patterns to identify low-cost improvements.



### Roadway Capacity and Classification Analysis

Johnson Engineering staff has completed many studies to determine the capacity of existing roadway facilities and needed improvements to provide acceptable levels of service. We are familiar with use of the Highway Capacity Software and Synchro computer software. We have team members that have completed the FDOT Level of Service training and have used the FDOT Artplan, Highplan, and Freeplan programs and are familiar with the FDOT and local Generalized Service Volumes for various types of roads. Analysis has included individual signalized intersections, unsignalized intersections and highway links to achieve acceptable operating conditions.

### Intersection Analysis and Design

We are very familiar with the challenges involved with intersection improvements, such as signalization, roundabouts, turn lane additions, and other operational enhancements. Our team's goal is to maximize benefit by focusing on the actual problem. It starts with the identification of the critical intersection approaches that are experiencing undue delay and functioning at an unacceptable Level of Service (LOS). Once the key improvements have been identified, we focus on a design that is simple and realistic. Typically, non-state roadways are designed per the FDOT Manual of Minimum Standards (MUMS or "Florida Greenbook"). For Village maintained roads and intersections, the objective is to provide a design in accordance with the Greenbook that maximizes the operational benefit to the roadway users and reduces overall project cost.

### Transportation Planning and Design

Before the actual transportation design can begin, forethought and proper planning must take place to ensure that a project is in the best interest of the citizens and the needs of the community are addressed. At Johnson Engineering, our planners and engineers integrate their specialized skills by working hand-in-hand on tasks such as public involvement, public workshops, conceptual designs, graphic visualization, signage studies and streetscape plans.



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# Village of Estero

## 3. Firm Qualifications

Once the planning phase is complete and the objectives are identified, the focus is then shifted to design. Having designed countless roadways in Southwest Florida, we have experience in local design issues and are accustomed to the FDOT and industry standard design requirements. Our design experience includes new roadways, existing roadway widening and minor roadway improvements on state, county and private roadways. Johnson Engineering is FDOT qualified to provide major and minor highway design services. Our in-house capabilities in ancillary disciplines such as survey, utilities, water management, environmental and permitting allow us to provide comprehensive roadway design or design review services to our clients.

### Proportionate Share Calculations

Johnson Engineering staff is familiar with the preparation and review of proportionate share calculations. We have prepared these calculations for many private sector clients to determine reasonable costs for a development's impacts. For developer agreements, we have reviewed the calculations of others to assure that all reasonable amounts are included in the calculations including amounts for the construction of improvements, required right-of-way, engineering, and construction engineering inspection.

Walkability Studies and Inventories

Turning Movement Counts

Bi-Directional Volume Counts

Approach Delay Studies

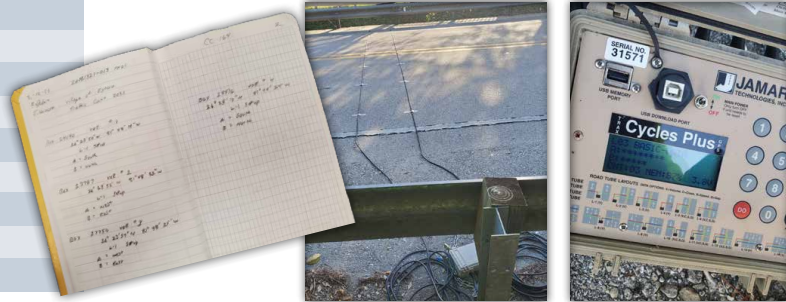
Speed Studies

Gap Studies

Development of Collision Diagrams

Crash Analysis

Parking Demand Studies



### Other Traffic Support Related Services

In addition to our capabilities listed above, Johnson Engineering offers the following traffic related services to meet the needs of your project.

- License Plate Surveys and Studies
- Signing and Pavement Marking Evaluations
- Pavement Design
- Pavement Evaluation and Rehabilitation Assessments
- Haul Route Studies
- ADA Compliance Investigations
- Multi-Modal Corridor Assessments
- Origin Destination Surveys
- Roadway Safety Audits
- Pedestrian Safety Audits



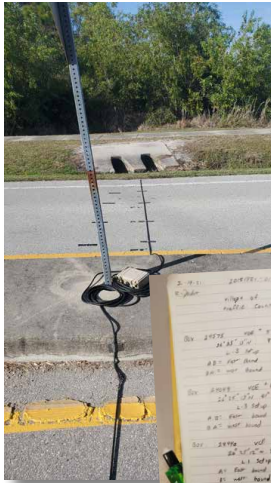
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**JOHNSON** **ENGINEERING** **9**  
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# Village of Estero

## 3. Firm Qualifications

### Similar Projects



#### Village Wide Traffic Counts, Village of Estero

Over the last few years, the Village of Estero has contracted Johnson Engineering to collect bi-directional twenty-four-hour traffic data for ten to seventeen locations within the Village of Estero, located in Lee County. These locations were counted for a period of seven days, typically between February and March. The data was processed and compiled into a detailed report highlighting the volumes recorded, along with growth projections and levels of service for the respective roads analyzed. This comprehensive data collection and analysis was vital to the Village to not only to report traffic volumes to Lee County, but also to aid in assessing their roadway capacities due to their accelerated growth rate in recent years.

We most recently completed the same services for the Village of Estero in the 2023 traffic data collection and analysis efforts and continue to provide the crucial data needed for infrastructure support for the visitors and residents of the Village of Estero.

#### Coconut Road Improvements Study, Village of Estero

Johnson Engineering conducted a study to analyze various improvements along Coconut Road to ascertain construction feasibility, permitting requirements, right-of-way needs and determine approximate costs for budget level planning purposes. The contemplated improvements included proposed modern roundabouts at three (3) existing intersections. Additional potential improvements also included incorporation of pedestrian/bicycle facilities and four-laning of Coconut Road from Coconut Shores Drive to US 41. This project included many aspects including survey, drainage analysis, utility coordination, cost analysis, and conceptual plan development.



#### Williams Road Traffic Analysis, Village of Estero

An analysis of Williams Road within the Village of Estero was recently conducted by Johnson Engineering staff. As part of this analysis traffic data was collected for 7 days, 24-hrs at 3 locations along the corridor, along with peak hour turning movement counts at three locations. This data was utilized to obtain a projected growth along the corridor to a 20-year horizon to assess the existing and future capacities and determine the merit of future turn lanes.

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# Village of Estero

## 3. Firm Qualifications



### Transportation Planning & Traffic Analysis, Lee County Port Authority (LCPA)

Johnson Engineering has served as Lee County Port Authority's General Planning Consultant since 2003. We have worked on transportation related tasks for the LCPA which included traffic data collection, traffic data analysis, traffic modeling, forecasted capacity analysis, roadway and intersection level of service (LOS) analysis, conceptual roadway design alternatives, opinions of probable cost, reports, and recommendations. Under our last contract, Johnson Engineering's transportation planning and traffic engineering services totaled \$58,075. These projects included:

- RSW Traffic Sensitivity Testing
- RSW Terminal Access Road Traffic Study
- RSW Cell Phone Lot Parking and Access Study
- RSW Cell Phone Lot Activity Analysis Study
- RSW Daniels Parkway Sidewalk Constructability Assessment
- Other Miscellaneous Traffic Tasks

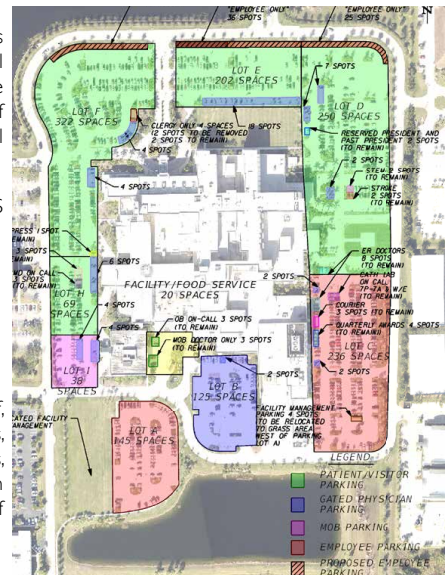


### Traffic Analysis, Lee Health

Johnson Engineering has been under contract for continuing professional services for Lee Health since 2011. Traffic engineering services have included the successful completion of updating the HealthPark Lot 17 Traffic Impact Statement to include the construction site staging and parking for the Golisano Children's Hospital of Southwest Florida. All professional services were performed on a time and material basis. We completed the following traffic studies and design for Lee Health:

- HealthPark Medical Center New Emergency and Employee Site Access TIS
- Golisano Children's Hospital of Southwest Florida TIS
- Bass Road at HealthPark Circle / Park Royal Drive Signal Warrant Study
- Bass Road at HealthPark Circle / Park Royal Drive Signal Design
- Gulf Coast Medical Center Parking Lot Management Plan
- Other Miscellaneous Traffic Tasks

Tasks for these projects included meetings and coordination with Lee County staff, traffic data collection, traffic data analysis, traffic modeling, trip generation studies, signal warrant analysis, intersection operational analysis, traffic impact assessments, traffic mitigation, turn lane queuing analysis, geometric design, conceptual design alternatives, opinions of probable cost, reports, and recommendations of improvements.



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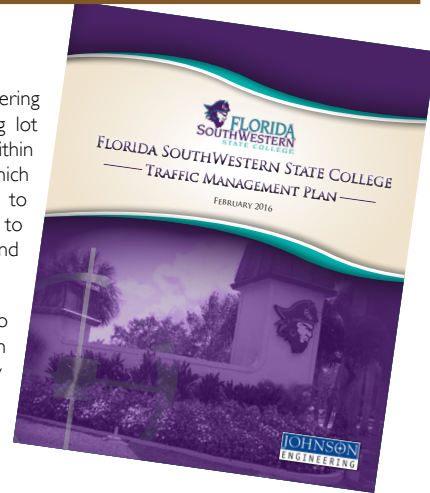
# Village of Estero

## 3. Firm Qualifications

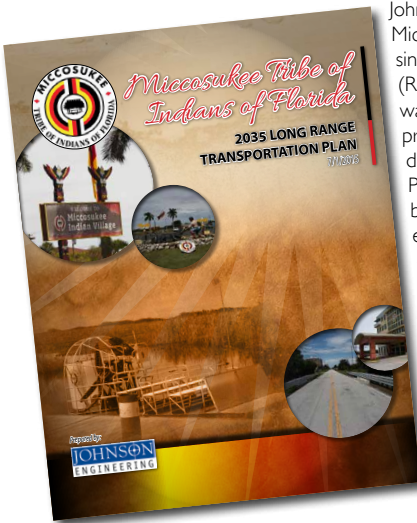
### Traffic Management Services, Florida Southwestern State College

Johnson Engineering provided the parking data collection, general planning, engineering support, and associated services to assess the feasibility of operational parking lot access improvements and the development of a Parking Lot Management Plan within Florida SouthWestern State College. The study identified independent variables which impacted parking demand ratios and campus-wide peak parking accumulation to help develop and make recommendations to potential operational enhancements to improve overall parking lot functionality for both standard operating conditions and special event scenarios.

In conjunction with the Parking Lot Management Plan, Johnson Engineering also prepared a Pedestrian Management Plan which assessed the existing pedestrian infrastructure and made recommendations for potential pedestrian facility enhancements to improve overall mobility in connection with the Campus Master Plan.



### Master Services Agreement for Miscellaneous Professional Service, Miccosukee Tribe of Indians of Florida

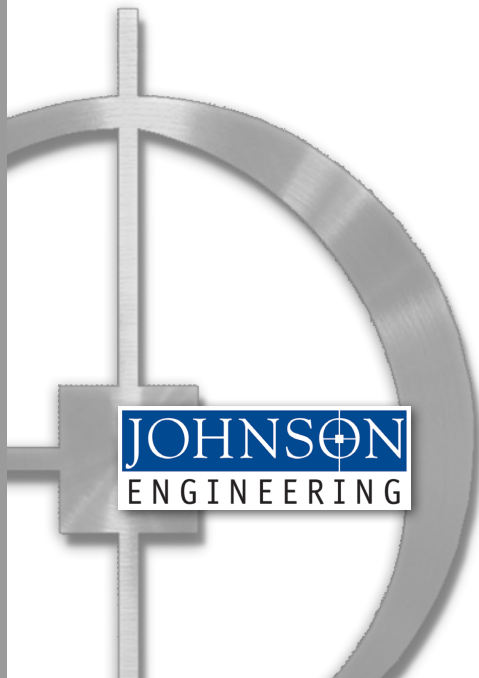


Johnson Engineering is currently under a master services agreement contract for the Miccosukee Tribe of Indians of Florida Real Estate Services and has been a part of this library since 2013. Services under this contract have included roadway design, roadway safety audits (RSAs), Construction Engineering Inspection (CEI), wildlife studies, mitigation assessments, water quality modeling and county compliance reporting. Johnson Engineering has also provided the professional services to conduct a transportation system-wide inventory and development of the Miccosukee Tribe of Indians of Florida 2035 Long Range Transportation Plan (LRTP). The LRTP focused on community vision and identification of a balance between the cultural, environmental, safety, maintenance, future development, mobility, and economic components of the Tribe's transportation network. Cultural preservation and environmental planning to identify important issues was a critical component to ensuring tribal cultural and environmental protection. Our team assisted in the collection and general analysis of vehicular, crash, socioeconomic, operational, and physiographic data pertinent to the Tribe's transportation infrastructure as a whole.

As part of our services, a comprehensive audit of the Indian Reservation Road (IRR) system network was conducted by Johnson Engineering's transportation staff to address existing tribal transportation related safety concerns and documentation of current conditions of the infrastructure. An evaluation of all modes of transportation and connection between modes including but not limited to vehicles, bicycle, bridges, watercraft, routes to school, and other pedestrian pathways was assessed, documented, and incorporated into IRR geographic information system (GIS) based mapping.

The LRTP included the development of a tribal priority list or Tribal Transportation Improvement Program (TTIP), which prioritized potential funding of tribal projects. The prioritized list included both short and long-term transportation needs. Ultimately, this LRTP and IRR Inventory will assist in obtaining funding to meet the budget needs for transportation maintenance, planning, operating, and construction of future and current projects.

## 4. Project Manager's Qualifications



# Village of Estero

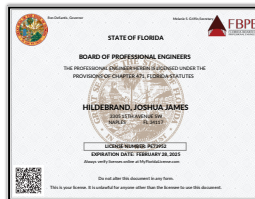
## 4. Project Manager's Qualifications

### Team Bios



#### Josh Hildebrand, PE, PTOE, Project Manager

Josh serves as an engineer and project manager in our transportation group and has 16 years of experience. With his primary focus on corridor design and post design construction assistance, Josh understands what must be done to successfully plan for and design roadway projects to best serve both the client and the public's needs. Josh has worked on various projects throughout Southwest Florida including several roadway and pathway projects in Collier, Lee, Hendry, and Charlotte Counties. His experiences have provided him with an in-depth understanding of traffic studies, traffic data collection, roadway design, intersection design and signing and marking analysis.



#### Ryan Bell, PE, PTOE, QA/QC

Ryan serves as the director of the transportation group and is a shareholder of the company. With a degree in civil engineering from the University of Florida, Ryan was born and raised in Southwest Florida giving him a keen understanding and inherent appreciation for local transportation issues. Ryan has experience in both the design and construction of various transportation improvement projects. As project manager for various transportation design and construction engineering and inspection (CEI) projects, he brings comprehensive management and oversight to all of Johnson Engineering's transportation projects.



#### Leah Holmes, PE, Deputy Project Manager/Traffic Modeling

Leah is an engineer in our transportation department and a Qualified Stormwater Management Inspector. She brings experience performing roadway and pedestrian facility design, signal timings, drainage design using GIS and ICPR, as well as permitting, traffic analysis and construction cost estimations. Leah provides various roadway design functions, traffic analyses and associated permitting throughout Southwest Florida.



#### Laura DeJohn, AICP, Public Involvement

A Certified Planner since 2001, Laura has 25 years of professional experience in both public and private sector planning, including five years as a planner for the City of Naples. As Johnson Engineering's Director of Planning & Landscape Architecture, Laura manages projects involving development feasibility studies and site assessments, monitoring reports, code writing, preparation and presentation of land use and zoning applications, master planning and community visioning. Her experience includes entitlement of new development and redevelopment projects, historic preservation, architectural design review, annexation, and incentive-based codes.



#### Harvey Castro, EI, Traffic Data Collection Coordinator

After completing a summer and fall internship at Johnson Engineering, Harvey graduated from FGCU with a BSC in Engineering in spring of 2022. With his internship experience, Harvey joined the transportation group full time as an Engineering Intern and Microstation Technician. In his first two years at Johnson Engineering, Harvey led the design effort for the Crescent Avenue SCRAP funded resurfacing project in Glades County. Harvey has also served as project engineer on a number of projects in Hendry, Lee and DeSoto County's. Harvey continues to excel and expand his knowledge in roadway design and plan production and is proficient in 3D modeling of roadway improvements utilizing OpenRoads designer.

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## 4. Project Manager's Qualifications



### Jennifer Chrovian, Administrative Support

Jennifer joined the firm in 2003 has 32 years experience as an office manager and accounting assistant. She is responsible for providing administrative services for both the design and CEI transportation groups. She reviews and formats reports, letters and proposals, prepares contracts, transmittals, meeting minutes, adds engineer's notes and mark-ups to shop drawings, and electronic filing of all transportation project documents. She is responsible for the record keeping and reporting of contractor Equal Employment Opportunity (EEO) compliance, Disadvantaged Business Enterprise (DBE) / Affirmative Action (AA) Plan compliance, wage and payroll compliance (including interviews and verification of payrolls), monthly invoice and associated documentation review, assistance with review of pre-construction documentation as well as closeout preparation for EEO compliance.



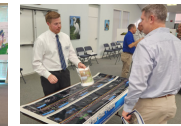
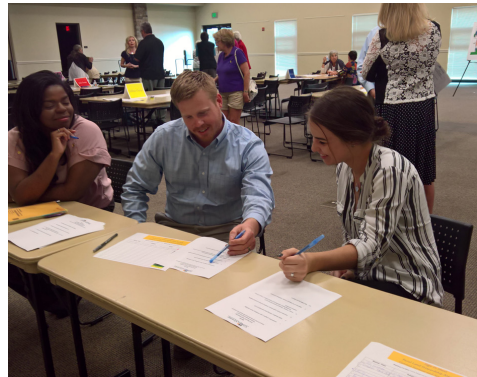
### Michele Newbury, CAD Support & Graphics

Michele has been with Johnson Engineering for 17 years as a CAD designer for the transportation department and has worked on various projects throughout Southwest Florida. She is familiar with FDOT Plan Preparation Assembly and the FDOT Design Criteria and Processes necessary to complete projects. Michele has several years of experience and is familiar with multiple CAD platforms and software, including AutoCad and MicroStation/Geopak, to make production of our plans as efficient as possible, utilizing FDOT Roadway Design Standardizations, FDOT CAD Standards, AASHTO Standards, FDOT Greenbook Standards, and the Manual of Uniform Traffic Control Devices (MUTCD) Design Standards.



### Tremayne Whitfield, CAD Support & Graphics

Tremayne joined Johnson Engineering as a CAD Technician II in 2004 for the transportation department and has 20 years of experience working on a wide range of projects throughout Southwest Florida and surrounding areas including Polk County, Pasco County, and the Tampa Bay area. Tremayne has worked on various large-scale projects including Helms Road Extension, Corkscrew Road Widening and Piper Road Improvements. He is well-versed in the application of the Basis of Estimates Manual, FDOT Plans Preparation Manual, FDOT Design Standards, AASHTO Standards, FDOT Greenbook Standards, MUTCD Design Standards and technical specifications. He is skilled in Microstation/GeoPAK, aiding engineering design and greatly reducing time spent in production of plans and is knowledgeable in the usage of OpenRoads Designer. Along with his extensive design experience, Tremayne also is skilled in an array of software not only for roadway design, but also computer visualization/graphic design.



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# Village of Estero

## 4. Project Manager's Qualifications

### JOSH HILDEBRAND, PE, PTOE Project Manager



jhildebrand@johnsoneng.com  
239.461.2481

#### Years Experience

16 years

#### Licensing & Registration

Florida Professional Engineer,  
License No. 73952

Professional Traffic Operations  
Engineer (PTOE)

#### Education/Training

B.S. Civil Engineering (2007),  
Purdue University

Intermediate MOT

Advanced MOT

FDOT Specifications  
Package Preparation

FDEP Qualified  
Stormwater Inspector

FDOT Level of Service

#### Volunteer Opportunities

City of Fort Myers –  
Adopt a Canal Program

Coastal Conservation  
Association (CCA) –Naples  
Banquet Committee Member

#### Professional Affiliations

American Public Works  
Association (APWA)

Josh began his professional career in 2007 and is currently serving as a project manager in the transportation services department at Johnson Engineering. He has worked on various projects throughout Southwest Florida and is familiar with roadway design, pathway design, construction, Local Agency Program (LAP) requirements, and the permitting procedures of the local municipalities, including the Florida Department of Transportation (FDOT). Josh has worked on over a 125+ traffic / construction feasibility-related engineering studies, roadway and drainage design projects within public right-of-way. This experience provides him with a unique understanding of the development of corridor and intersection design, drainage, ADA compliance-related challenges, construction, and the permitting requirements on capital improvement projects.

#### Relevant Traffic Engineering Experience

- **Bonita High School, Lee County School District** - Responsible for the preparation of a traffic impact study, turn lane analysis, and signal warrant analysis for the site access to the new Bonita High School which is currently under construction.
- **Florida Southwestern State College, Lee County** - Project manager for the data collection/analysis and preparation of a traffic and pedestrian management plan. The project included data collection, Suncoast Arena access management, parking lot management plan and parking demand analysis, and pedestrian facility enhancements to improve the overall walkability of the campus.
- **Bonita Springs Library, Lee County** - Engineer for trip generation and traffic impact study for the new downtown Bonita Springs Library.
- **Miccosukee Tribe Long Range Transportation Plan, Miami-Dade County** - Project manager for the transportation system-wide inventory, level of service (LOS) assessment, and development of the 2035 Long Range Transportation Plan (LRTP). As part of the study, a comprehensive audit of the Indian Reservation Road (IRR) system network was conducted to address existing tribal transportation related safety concerns and documentation of current conditions of the infrastructure.
- **2014 County Wide Pathway Constructability Study, Collier County** - Project engineer for a study of five priority locations throughout the County to analyze and assess the feasibility of adding future sidewalks or bike lanes along the existing public corridors.
- **University Plaza Parcel Development, Lee County** - Prepared traffic study to support the DO application site plan modifications.
- **Golisano Children's Hospital of SW Florida, Lee County** - Prepared multiple traffic impact studies, traffic counts, and intersection analysis under this contract, including the Golisano Children's Hospital, the parking lot expansion, and the Bass Road signal warrant study.
- **Naples Park Walkable Community Study, Collier County** - Team member for the development of a study which assessed existing pedestrian facilities and conditions within Naples Park.
- **RSW Cell Phone Lot, Lee County** - Traffic analyst for a parking demand study of the Southwest Florida International Airport "Cell Phone" Lot.
- **North Fort Myers / Lee County Regional Library** - Prepared traffic impact study for the new regional library located in North Fort Myers which is currently under construction.
- **RSW Terminal Access Road, Lee County** - Traffic analyst for the modeling and projected level of service of Southwest Florida International Airport's entrance road and adjacent intersections.
- **Shell Point, Lee County** - EOR for a traffic impact study and signal modifications design at Shell Point Boulevard.
- **Imperial Landing, City of Bonita Springs** - Traffic analyst for the preparation of a multi-use development traffic study.
- **Florida Gulf Coast University Traffic Modeling, Lee County** - Synchro 7 modeling for various intersections located within the college campus.

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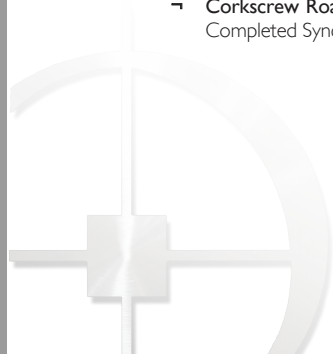
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# Village of Estero

## 4. Project Manager's Qualifications

### Other Relevant Experience

- **5th Avenue Sidewalks, City of Naples** - Project manager and Engineer of Record (EOR) for the design of HUD-funded new sidewalks and associated drainage, permitting and service during construction.
- **FPID #435117-1-38-01: North Naples Various Sidewalks, Collier County** - Project manager and Engineer of Record (EOR) for the design of approximately 1.2 miles of sidewalk and associated pedestrian signals on this LAP design project.
- **Golden Gate Boulevard, Phase II, Collier County** - Project manager for the Verification Testing (VT) for the construction of a new multi-lane corridor.
- **Tree Farm Road Phase II, Collier County** - Project manager for the post design and Verification Testing (VT) for the construction a new multi-lane corridor and roundabout project.
- **LaMorada Traffic and Offsite Improvements, Collier County** - Project Engineer for the preparation of a multi-phased residential development traffic study and associated offsite improvements located on Immokolee Road.
- **Kentucky Street Sidewalks, City of Bonita Springs** - Project manager and Engineer of Record (EOR) for the design of approximately one mile of HUD-funded new sidewalks and associated drainage and permitting.
- **Helms Road Extension, Hendry County** - Team member for the design and construction of approximately three miles of new four-lane urban roadway including all associated drainage, permitting, signalization, and signing and pavement marking. This project is currently underway.
- **County Road 78, Hendry County** - Design team member and construction liaison for two miles of a multi-phased resurfacing, shoulder, construction, and drainage improvement design project.
- **FPID #435118-1-38-01: Vanderbilt Beach Road Bike Lanes, Collier County** - Project manager and Engineer of Record (EOR) for the design of bicycle lane improvements on Vanderbilt Beach Road from Vanderbilt Drive (C.R. 901) to Gulf Pavilion Drive.
- **FTA 14, 15, & 16 Collier Area Transit Rural Bus Stop Design, Collier County** - Project Manager and EOR for the design of 40+ rural bus stops throughout central and east Collier County. This project's scope also included post design and construction related services for Collier Area Transit (CAT). The rehabilitated bus locations would ensure American Disabilities Act (ADA) compliancy was achieved and the bus stop locations would accommodate future equipment upgrades.
- **2019 County Wide Pathway Constructability Study, Collier County** - Project Engineer for a study of four priority locations throughout the County to analyze and assess the feasibility of adding future sidewalks or bike lanes along the existing public corridors.
- **FPID #435119-1-38-01: 49th Terrace SW Sidewalks, Collier County** - Project manager and Engineer of Record (EOR) for the design of 5 foot sidewalks on 49th Terrace from 20th Place SW to 19th Place SW.
- **FPID #434990-1-38-01: Golden Gate at Various Locations Sidewalks, Collier County** - Project manager and Engineer of Record (EOR) for the design of sidewalks on 51st Street, 20th Court SW, and 51st Terrace SW in Golden Gate City.
- **Piper Road North, Charlotte County** - EOR of a new traffic signal at US 17 and Piper Road. Work includes analysis and design to determine signal operation plan, intersection geometry, signal retiming, capacity calculations, equipment placement, mast arm placement, phasing, and intersection analysis.
- **FPID #428105-1-58-01: County Road 78 Phase IV and V Sidewalks, Hendry County** - Project Engineer for two miles of future LAP funded sidewalks as part of a multi-phased corridor improvement project.
- **US 90 Turnlane and Crosswalk Improvements, Miccosukee Tribe** - Project manager and engineer of record for the design and CEI of turnlane and crosswalk improvements.
- **Vanderbilt Beach Road Extension, Phase I, Collier County** - Project manager for the Verification Testing (VT) and Environmental Support Services for the construction of a new multi-lane corridor.
- **Corkscrew Road, Lee County** - Engineer of Record for signalization plans at four intersections along Corkscrew Road. Completed Synchro modeling and was a team member for the preparation of the Corkscrew Road Traffic Study.



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# Village of Estero

## 4. Project Manager's Qualifications

### RYAN BELL, PE, PTOE Director of Transportation



rbell@johnsoneng.com  
239.461.3310

#### Years Experience

25 years

#### Education/Training

B.S. Civil Engineering (1998),  
University of Florida

Intermediate MOT

Advanced MOT

Asphalt Level I & II

QC Manager

#### Licensing & Registration

Florida Professional Engineer,  
License No. 60010

Professional Traffic Operations  
Engineer (PTOE)

#### Professional Affiliations

American Society of  
Civil Engineers

National Society of  
Professional Engineers

Florida Engineering Society

Ryan joined Johnson Engineering in 1998 and is the firm's director of transportation. He has worked on various projects throughout Southwest Florida and is familiar with the design and permitting procedures of the local municipalities as well as the Florida Department of Transportation (FDOT). Ryan's primary experience includes planning, traffic, design, permitting and construction engineering and inspection (CEI) of transportation improvement projects. He has served as design project manager as well as CEI project engineer on numerous projects. This range of experience provides him a firm understanding of the overall process involved with transportation improvement projects from inception to final completion.

#### Design Experience

- **Edgewater/Flamingo Improvements, Charlotte County** - Ryan is currently serving as project manager on this 4-mile, two to four-lane roadway reconstruction and realignment project in Charlotte County. The phased project is in the preliminary design stages and includes associated drainage, utilities, lighting, signing and marking and three bridges.
- **Alico Connector, Lee County** - Ryan is currently serving as project manager for this 10-mile new corridor design connecting Alico Rd and Sunshine Blvd in Lee County. This project includes extensive drainage and environmental considerations, lighting, signals, utilities, wetland creation and restoration, three wildlife crossings, a continuous Green-Tee and a Continuous Flow intersection.
- **Burnt Store Road South, Lee County** - Ryan served as project manager on this 2-mile, two to four-lane roadway reconstruction project in Lee County. The project is the final phase of a three-phase capacity project in Cape Coral and included associated drainage, utilities, lighting, signing and marking and a bridge.
- **Gasparilla Road (CR 771), Charlotte County** - Ryan served as project manager for 2.7 miles of two to four-lane roadway reconstruction from Rotunda Boulevard to SR 776 in Charlotte County. In addition to roadway improvements the project included associated survey, utilities, landscaping, signalization, signing and marking, all related permitting and a new bridge over the Butterford Canal.
- **Alico Road, Lee County** - Ryan served as project manager for this two to four-lane roadway reconstruction project from Ben Hill Griffin Parkway to Airport Haul Road in Lee County. In addition to roadway improvements the project included associated survey, utilities, landscaping, signalization and signing and marking and all related permitting.
- **CR 78, Hendry County** - Project manager for two miles of resurfacing, shoulder construction and drainage improvement design.
- **Helms Road, Hendry County** - Project manager for design of approximately three miles of new four-lane roadway in Hendry County including all associated drainage, permitting, signalization and signing and marking. This project is currently underway.
- **SR 739 (Michael G. Rippe Parkway), Lee County** - Project manager for three miles of new six-lane roadway including a bridge over a railroad.
- **Aqui Esta Drive, City of Punta Gorda** - Project manager for two miles of two-lane roadway reconstruction including bridge replacement over the Venice Canal.
- **Piper Road, Charlotte County** - Project manager for four miles of new four-lane roadway design.

#### CEI Experience

- **Helms Roadway Extension, Hendry County** - Ryan served as the Senior Project Engineer for three miles of new four-lane urban roadway improvements. Ryan also served as the Engineer of Record on this project
- **Colonial Boulevard Widening, Lee County** - CEI project engineer for three miles of four to six-lane roadway widening including widening of the bridge over Six Mile Cypress Slough
- **Three Oaks Imperial Parkway, City of Bonita Springs** - CEI project engineer for four miles of new four-lane roadway and one mile of four to six-lane widening construction including a 285-foot bridge, drainage and signalization.
- **Gasparilla Road (CR 771), Charlotte County** - Design EOR and CEI Senior PE for this CM at Risk project including 2.5 miles of 2 to 4 lane widening with associated utility relocation, drainage, signalization, street lighting and a new pre-fab deck span bridge over the Butterford Canal.
- **SR 739 (Old 41), Lee County** - Senior project engineer for nearly two miles of two to four lane widening. This FDOT construction project in North Fort Myers includes significant drainage, utility relocation and maintenance of traffic coordination.

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# Village of Estero

## 4. Project Manager's Qualifications

### LEAH HOLMES, PE Transportation Engineer



lholmes@johnsoneng.com  
239.461.2445

#### Years Experience

10 years

#### Education/Training

B.S. Civil Engineering (2012),  
Florida Gulf Coast University

#### Licensing & Registration

Florida Professional  
Engineer, License No. 85359

FDEP Stormwater  
Management Inspector

#### Volunteer Opportunities

City of Fort Myers -  
Adopt a Canal Program

APWA Southwest  
Branch Chairman

#### Professional Affiliations

American Public Works  
Association (APWA)

Leah currently serves as a transportation engineer in our transportation group. Leah graduated from Florida Gulf Coast University in 2012, with her Bachelor of Science in Civil Engineering. With her primary focus on signal design, traffic impact analysis, roadway and lighting design, quantity takeoffs and cost estimations, Leah understands what must be done to successfully plan for and design roadway projects to serve both the clients and publics needs. Additionally, Leah has worked on 100+ traffic related engineering studies. This experience provides her with an understanding of the development of corridor and intersection design, parking demand, traffic generation, and the permitting requirements on both private and public capital improvement projects.

#### Relevant Experience

- **Golisano Children's Hospital of SW Florida, Lee County** - Prepared multiple traffic impact studies, traffic counts, and intersection analysis, including emergency flashing beacon signage design.
- **McGregor Boulevard, City of Fort Myers** – Engineer of Record for signalization improvements along McGregor Boulevard and a team member for the design of resurfacing and drainage improvements.
- **Village Wide Annual Traffic Counts, Village of Estero** – Leah served as the project manager for multiple years of annual traffic monitoring throughout the Village of Estero. Traffic monitoring occurred at up to 20 locations and also included the analysis of the existing conditions and future conditions roadway concurrency and growth rates.
- **Williams Road Analysis, Village of Estero** – Leah served as the project manager and Engineer of Record for the traffic data collection and roadway analysis for Williams Road. This analysis consisted of assessing current and future projected volumes along Williams Road and potential improvements.
- **Bonita High School, The School District of Lee County** - Collected and analyzed traffic data and prepared the traffic impact study, turn lane analysis, and signal warrant analysis for the site access for the new Bonita High School. Also a team member for the design of offsite turn lanes, median opening, and signal design for the entrance to the new Bonita High School.
- **Sunseeker, Charlotte County** – Engineer of Record for a Traffic Impact Statement, Signal Warrant Analysis and Intersection Control Evaluation (ICE) Technical Memorandum in support of a new resort hotel in Charlotte County. Team member for the design of offsite turn lanes and associated improvements.
- **Corkscrew Road, Lee County** – Engineer of Record for signalization plans at four intersections along Corkscrew Road. Completed Synchro modeling and was a team member for the preparation of the Corkscrew Road Traffic Study.
- **Burnt Store Road, Lee County** - Engineer of Record for street lighting along Burnt Store Road and roadway design of Burnt Store Road signal modifications at Burnt Store Road and Pine Island Road in Lee County.
- **Galloway Canal, City of Fort Myers** – Team member for the design of a box-culvert across Galloway Canal in the City of Fort Myers.
- **Shell Point, Lee County** - Assisted with the design and analysis for pedestrian signals and a multi-use path for the entrance to Shell Point.
- **Piper Road North, Charlotte County** - Team member for the design of approximately 1.5 miles of a new four-lane roadway including all associated drainage, permitting, signalization, lighting, and signing and pavement marking.
- **Burnt Store Road, Charlotte County** - Team member for the design of approximately three miles of new roadway and associated drainage.
- **Gateway High School, The School District of Lee County** – Engineer of Record for the traffic analysis in support of Gateway High School. Team member for the design of offsite improvements including a roundabout and street lighting for the entrance to the new Gateway High School.
- **North Naples Various Sidewalks, Collier County (LAP - FPID #435117-I-38-01)** - Deputy project manager for the design of approximately 1.2 miles of sidewalk

Village of Estero  
Village - Wide Traffic Study Update  
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# Village of Estero

## 4. Project Manager's Qualifications

### HARVEY CASTRO, EI CAD Technician



hcastro@johnsoneng.com  
239.461.2426

### Years Experience 2 years

### Education/Training

Bachelor of Science  
in Civil Engineering,  
Florida Gulf Coast University,  
2022

After completing a summer and fall internship at Johnson Engineering, Harvey Graduated from FGCU with a BSC in Engineering in spring of 2022. With his internship experience, Harvey joined the transportation group full time as an Engineering Intern and Microstation Technician. In his first 2 years at Johnson Engineering, Harvey led the design effort for the Crescent Avenue SCRAP funded resurfacing project in Glades County. Harvey has also served as project engineer on a number of projects in Hendry, Lee and DeSoto County's. Harvey continues to excel and expand his knowledge in roadway design and plan production and is proficient in 3D modeling of roadway improvements utilizing OpenRoads designer.

### Relevant Experience

- **Alico Connector** - Design team member for phase I. Project is currently underway.
- **Crescent Ave SW** - Design team member for milling and resurfacing of a mile of roadway in Labelle.
- **Golden Gate Parkway** - Design team member for Golden Gate Pkwy bridge replacement and its adjacent roadway approaches.
- **Burnt Store Road** - Design team member for road located in Charlotte County, handling the record drawings.
- **Eden Park Elementary** - Design team member for 4000 feet of roadway located in Immokalee. Mainly handled adjustments suggested/requested from small comments on work from other techs.



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# Village of Estero

## 4. Project Manager's Qualifications

### LAURA DEJOHN, AICP Director of Planning & Landscape Architecture



ldejohn@johnsoneng.com  
239.280.4331

### Years Experience 25 years

### Education/Training Master of Planning (1998), University of Virginia

Bachelor of City Planning (1997),  
University of Virginia

### Professional Affiliations American Institute of Certified Planners & American Planning Association Member

Florida Planning & Zoning  
Association Member

Urban Land Institute Member

Laura is the director of the firm's planning and landscape architecture group. She joined Johnson Engineering in 2004 to lead the planning services in the firm's Collier County office and is now the Department Director for all planning efforts for Johnson Engineering. Laura manages projects that involve development feasibility studies, governmental coordination, preparation and presentation of land use and zoning applications, site planning, master planning, and design. She has 25 years of professional experience in the planning field, in both the public and private sector. Prior to joining Johnson Engineering, Laura served five years as a planner for the City of Naples.

### Relevant Experience

- **Collier County Growth Management Department** – Laura performed multiple planning tasks to support Collier County staff including:
  - Rural Lands Stewardship Area Restudy – As lead for our public outreach team, Laura facilitated reviews to update the comprehensive plan policies related to Rural Lands.
  - Development Review Guidebooks - Laura was project manager responsible for creating Environmental Review, Transportation Planning and Stormwater Review Guidebooks to help Collier County illustrate their code requirements and processes in a user-friendly way for the public and the development community.
  - Golden Gate Parkway Overlay – Laura managed preparation of graphics, Land Development Code Amendments, and public involvement efforts to draft a new Golden Gate Parkway Overlay district and corresponding Regulating Plan that lays out a primary and secondary street network featuring a mixed-use Activity Center and walkable pedestrian corridor.
- **Collier County U.S. 41 Corridor Study** - Laura managed the County's public planning process to determine the commercial land uses most desired by the community and develop incentives to promote those desired land uses. This includes baseline data collection and analysis, public engagement, and identifying recommendations and incentive options for managing development along the corridor consistent with the community vision.
- **Collier County School District** - Laura managed and prepared feasibility studies and consistency review applications to determine facility planning, zoning, engineering and site design constraints for five proposed school and bus facility sites for Collier County School District including School JJ near Thomasson Drive, School EEE in Golden Gate Estates, Immokalee Career and Service Center site, Immokalee Tradeport site, S.R. 29 site, and Section 25 site near Immokalee.
- **Collier MPO Planning Services** - Laura coordinated with community stakeholders and performed existing conditions inventory with GIS documentation of all existing pedestrian facilities, destinations with ¼ walkability buffers, transit facilities, and crash data for the 2013 Naples Park Walkable Community Study. She also coordinated qualitative survey and recommendations for the 2014 Collier MPO Pedestrian and Bicycle Safety Study.
- **Lee County General Planning Services** - Provide continuing professional planning services to Lee County, including management of analysis and expert planning services to determine development feasibility options for property impacted by expansion of right-of-way for the Plantation Road/Crystal Drive Round-about.
- **Fort Myers Community Redevelopment Agency** - Provide professional planning services including Cleveland Avenue Land Development Code Amendments and public involvement coordination to establish new Overlay Code to encourage lot assembly, promote mix of uses, and incentivize pedestrian realm improvements along the Cleveland Avenue Corridor within the City's Redevelopment Area boundary.
- **Fort Myers 2010 Downtown Plan, Acquest/City of Fort Myers** - Provided planning support through the adoption of the 2010 Riverfront Development Plan including re-drafting and re-mapping for the area north of Bay Street and between the two US 41 bridges. Services included preparation of TMDL grant and State Revolving Fund loan applications that resulted in award of \$768,164.
- **Southwest Florida International Airport Planning** - Laura manages the continuing planning services for the 6,400-acre airport property and 7,000+ acre Airport Mitigation Park. Projects include the Skyplex Land Use Analysis, Demand-based Market Analysis, and Comprehensive Plan Amendments and Land Development Code Amendments to support permitting of non-aviation development along the Daniels Parkway corridor. Laura also helped develop an RSW Research Compatibility Report, and Schematic Plan for the 2,520-acre area north of Runway 6-24.

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Equal Opportunity/Affirmative Action Employer

# Village of Estero

## 4. Project Manager's Qualifications

### MICHELE NEWBURY CAD Technician II



mnewbury@johnsoneng.com  
239.461.2428

### Years Experience

17 years

### Education/Training

Three Years at Lee County High  
Tech Drafting and Design  
Program

Michele has been with Johnson Engineering for 17 years as a CAD Technician II for the transportation department and has worked on various projects throughout Southwest Florida. Michele is familiar with FDOT Plan Preparation Assembly and the FDOT Design Criteria and Processes necessary to complete projects. Michele has several years of experience and familiar with multiple CAD platforms and software, including AutoCad and Microstation/Geopak, to make production of our plans as efficient as possible, utilizing: FDOT Roadway Design Standardizations, FDOT CAD Standards, AASHTO Standards, FDOT Greenbook Standards, and the MUTCD Design Standards.

### Relevant Experience

- **North Naples Sidewalks, Collier County** - Design team member for this sidewalk improvement project. Improvements included sidewalk, associated drainage and driveway reconstruction. This project was Federally Funded through FDOT's LAP program.
- **S.R. 84, Collier County** - Design team member for the Utility Work by Highway Contractor Agreement Plans in placement and relocation of one mile of utilities. Design team member for the UWHCA Dewatering Plans, and also Post-Construction Record Drawings for the UWHCA utilities.
- **S.R. 90/U.S. 41, Collier County** - Design team member for of Utility Work by Highway Contractor Agreement Plans in the placement and relocation of four miles of utility work along the State Road's corridor.
- **Helms Road, Hendry County** - Design team member of approximately three miles of new four-lane roadway in Hendry County including all associated drainage
- **Old CR 78 Sidewalks, Hendry County** - Lead designer for this LAP funded sidewalk project. This project consisted of design of 0.5 miles of sidewalk along a two-lane undivided rural roadway.
- **C.R. 78, Phases 1-5 Design, Hendry County** - Design team member for two miles of FDOT funded sidewalks along the C.R. 78 Corridor that includes resurfacing roadway, shoulder, and construction and drainage improvements. This project is currently underway.
- **Turner Intersection, DeSoto County** - Design team member for this intersection improvement project in DeSoto County. Improvements included the addition of turn lanes, sidewalk reconstruction, signalization and milling and resurfacing. This project was Federally Funded through FDOT's LAP program.
- **Six Mile Cypress Parkway, Lee County** - Design team member for design of three miles of two to four-lane roadway widening and drainage and utility improvements.
- **S.R. 739 (Metro Parkway), Lee County** - Design team member for three miles of new six-lane roadway including a bridge over a railroad.
- **S.R. 31, Lee County** - Design team member for four miles of two to four lane roadway widening including conveyance drainage adjacent to Babcock Ranch in Lee and Charlotte County.
- **The Brooks, North Outfall Conveyance, Lee County** - Design team member for the design of Lee County's LAP consisting of the re-design of one mile of conveyance parallel to U.S. 41 between Corkscrew Road and Williams Road. This project is currently underway.
- **Aqui Esta Drive, Charlotte County** - Design team member for two miles of two-lane roadway reconstruction including utility relocation and bridge replacement of the Venice Canal, and design team member of plans and record drawings for one mile of sidewalk constructed parallel to Aqui Esta Drive.
- **Del Prado Boulevard, City of Cape Coral** - Design team member for two miles of four to six-lane roadway widening including drainage and multiple bridges. Including utility relocation plans.
- **Three Oaks Imperial Parkway, City of Bonita Springs** - Design team member for four miles of new four-lane roadway and one mile of four to six-lane widening construction including a 285 foot bridge, drainage and signalization. Including utility relocation and as-built plans.
- **Piper Road, Charlotte County** - Design team member for four miles of new four-lane roadway design.
- , permitting, signalization and signing and marking. This project is currently underway.
- **S.R. 45, Charlotte County, City of Punta Gorda** - Design them member for four miles of multi-use recreational trail parallel to State Road 45/US 41.

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# Village of Estero

## 4. Project Manager's Qualifications

### TREMAINE WHITFIELD Designer III



twhitfield@johnsoneng.com  
813.751.2657

### Years' Experience 20 years

### Education/Training B.S. Computer Visualization Technology (2001), ITT Technical Institute

Tremayne joined Johnson Engineering in 2004 and works in the transportation group as a Designer III. Tremayne has 20 years of experience and training in roadway design utilizing FDOT standardization. Along with his experience, he possesses excellent organizational skills, highly motivated, creative and commended for being a hard and resourceful employee. His skills include an array of software for not only roadway design, but also computer visualization.

### Design Experience

- **5th Avenue Sidewalks, City of Naples** - Lead design technician for the design of HUD-funded new sidewalks and associated drainage, permitting and service during construction.
- **FPID #435118-1-38-01: Vanderbilt Beach Road Bike Lanes, Collier County** - Lead design technician for a LAP funded project which included the design of bicycle lane improvements on Vanderbilt Beach Road from Vanderbilt Drive (C.R. 901) to Gulf Pavilion Drive.
- **Edgewater/Flamingo Improvements, Charlotte County** - Tremayne is the lead design technician on this 4-mile, two to four-lane roadway reconstruction and realignment project in Charlotte County. The phased project is in the preliminary design stages and includes associated drainage, utilities, lighting, signing and marking and three bridges.
- **Corkscrew Road, Lee County** - Tremayne was the lead design technician for the Corkscrew widening improvements. This phased project includes approximately 4.5 miles of roadway lighting, drainage, utilities, street lighting, and signalization. With Phase 1 under construction and Phase 2 in final design.
- **U.S. 301 and County Road 54 Intersection Improvements, Pasco County** - The U.S. 301 and County Road 54 project consists of adding left turn lanes to County Road 54 on both sides of U.S. 301, a dedicated westbound right turn lane on the east side of U.S. 301 and the redesign of the existing traffic signal as a result of the additional lanes. Tremayne is the lead design technician responsible for roadway, signal, and drainage plan production.
- **C.R. 54 Phase 2, Pasco County** - Tremayne was the lead design technician for the design and permitting of approximately 1.25 miles of roadway improvements in Zephyrhills. Improvements included roadway widening, drainage modifications, turn lane additions, signal relocation and design, intersection realignment, signing and pavement marking, sidewalk and multi-use path.
- **Bell Lake Road Safety Improvements, Pasco County** - The Bell Lake Road project from east of U.S. Highway 41 to Alpine Road consisted of a road widening, new sidewalk, watermain adjustments and drainage improvements within a constrained right-of-way. Tremayne was the lead design technician responsible for roadway, drainage, and utility plan production.
- **Starkey Boulevard and Alico Pass, Pasco County** - Tremayne was the lead design technician for the design and permitting of intersection improvements requiring significant utility coordination to ensure that the project design was completed within schedule. The project also included enhanced right-of-way landscape design to address aesthetic concerns expressed by the community. Design elements included modifications to drainage (to meet requirements for an ERP exemption), addition and/or modification of sidewalks, utility adjustment and permitting.
- **Collier Parkway Intersection Improvements, Pasco County** - The Collier Parkway project from Collridge Drive to Richardson Lane consists of widening Collier Parkway to the north to add left turn lanes onto Bell Lake Road and Whitner Drive. Tremayne is the lead design technician on this project responsible for roadway, and drainage plan production.
- **7th Street Complete Streets/Alternatives Analysis, Dade City** - Tremayne was the lead design technician who prepared the color concept alternatives depicting the complete streets alternatives analysis for the 7th Street corridor between Florida Avenue and Pond Avenue through downtown Dade City. Concept alternatives included the consideration of bicycle lanes, landscaped improvements and other modifications in an effort to provide safe, convenient and comfortable travel and access for users of all ages and abilities regardless of their mode of transportation.
- **10th Street Sidewalk, Dade City** - Tremayne was the lead design technician of this half mile long sidewalk meeting Americans with Disabilities Act (ADA) requirements. Challenges related to this project through an established residential area included (existing) steep driveways and a significant amount of existing fences and landscaping in conflict with the design.

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# Village of Estero

## 4. Project Manager's Qualifications

### JENNIFER CHROVIAN

**Contract Support  
Specialist/LAP Compliance**



jlc@johnsoneng.com  
239.461.2463

**Years Experience**  
32 years

**Education/Training**  
A.S. Engineering (1995)  
Edison Community College

FDOT EEO Construction  
Contract Compliance

FDOT LAPIT

FDOT Specifications  
Package Preparation

Microsoft Project

Microsoft PowerPoint

Jennifer joined Johnson Engineering in 2003 as an administrative assistant for the transportation department. She is responsible for providing administrative services for both the design and CEI groups. Jennifer is proficient in Word, Excel, Publisher, Project, and PowerPoint. She reviews and formats reports, letters and proposals, prepares contracts, transmittals, meeting minutes, adds engineer's notes and mark-ups to shop drawings, electronic filing, and more. She was initially part of the team writing the electronic filing manual and has also trained users of the program for the company. She is on the Johnson Engineering's Administrative Standards Sub-Committee and assisted in preparing an administrative standards manual for the company. Her experience as an administrative assistant began with working for architectural and general construction firms.

### Experience

- **American Recovery and Reinvestment Act (ARRA) and Local Agency Program (LAP) EEO Coordination Services** - Providing services necessary to administer and coordinate ARRA and LAP contract compliance monitoring for the Lee County Department of Transportation, Hendry County Engineering, City of Fort Myers Engineering Department, and Collier County Growth Management Division. These services include recordkeeping and reporting of contractor Equal Employment Opportunity (EEO) compliance, Disadvantaged Business Enterprise (DBE) / Affirmative Action (AA) Plan compliance, wage and payroll compliance (including interviews and verification of payrolls), monthly invoice and associated documentation review, preparation of pre-construction documentation and minutes as well as closeout preparation for EEO compliance and FDOT audits.
- **Projects administered for Lee County**
  - FPID #426746-1-58-01: Buckingham Road Paved Shoulders - Phase I (ARRA - \$290,000)
  - FPID #426746-2-58-01: Buckingham Road Paved Shoulders - Phase II (ARRA - \$390,000)
  - FPID #426748-1-58-01: Summerlin Road at Sanibel Toll Plaza - Bike Lane / Intersection Improvements (ARRA - \$315,000)
  - FPID #426750-1-58-01: Daniels Parkway at Bell Tower Shops - Adding Turn Lanes (ARRA - \$500,000)
  - FPID #426752-1-58-01: Sunshine Boulevard at CR 884 (Lee Boulevard) - Adding Turn Lanes (ARRA - \$550,000)
  - FPID #428382-1-58-01: Business Way and South Loop Drive - Adding Sidewalks (LAP - \$65,000)
  - FPID #429837-1-58-01: Sunniland Boulevard and 25<sup>th</sup> Street Sidewalks (LAP - \$357,000)
- **Projects administered for Hendry County**
  - FPID #416230-1-58-01: SR 80 at Forrey Drive and Collingswood Parkway - Adding Light Poles (LAP - \$84,000)
- **Projects administered for the City of Fort Myers**
  - FPID #425554-1-58-01: Tarpon Street Sidewalk - Adding Sidewalk (LAP - \$70,000)
- **Projects administered for Collier County**
  - FPID #429900-1-58-01: Golden Gate City Sidewalks along 20<sup>th</sup> Court SW, 46<sup>th</sup> Terrace SW & 48<sup>th</sup> Street SW (LAP - \$420,000)
  - FPID #430879-1-58-01: East Naples Sidewalk Improvements (LAP - \$270,000)
- **Colonial Boulevard Widening CEI, Lee County** - Tasks included preparation of meeting minutes, electronic filing of project files and correspondence, etc.

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# Village of Estero

## 4. Project Manager's Qualifications

### BUSINESS & PROFESSIONAL LICENSES

**State of Florida  
Department of State**

I certify from the records of this office that JOHNSON ENGINEERING, INC. is a corporation organized under the laws of the State of Florida, filed on November 3, 1967.

The document number of this corporation is 322710.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on March 31, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-first day of March, 2023.

  
Secretary of State

Tracking Number: 180320745C  
To authenticate this certificate, visit the following site, enter this number, and then follow the interactive display:  
<https://services.mosb.org/Files/CertificateOfStatus/CertificateAuthentication>

**AICP**

**THE AMERICAN INSTITUTE OF  
CERTIFIED PLANNERS**

**LAURA KATHARINE SPUERGEON**

Has qualified as a  
**Member**

with all benefits of a Certified Planner and responsibility to the AICP Code of Ethics and Professional Conduct.

Membership Certificate Number 016747

July 1, 2001

 President  
 Executive Director

STATE OF FLORIDA

**BOARD OF PROFESSIONAL ENGINEERS**

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**HILDEBRAND, JOSHUA JAMES**  
2380 15TH AVENUE SW  
NAPLES, FL 34117

LICENSE NUMBER: PE79952  
EXPIRATION DATE: FEBRUARY 28, 2025  
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STATE OF FLORIDA

**BOARD OF PROFESSIONAL ENGINEERS**

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**BELL, RYAN K.**  
23007 47TH AVE E  
MIAMI CITY, FL 34295

LICENSE NUMBER: PE60010  
EXPIRATION DATE: FEBRUARY 28, 2025  
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STATE OF FLORIDA

**BOARD OF PROFESSIONAL ENGINEERS**

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**HOLMES, LEAH MARIE**  
8152 NW 98TH AVE  
CAPE CORAL, FL 33991

LICENSE NUMBER: PE33339  
EXPIRATION DATE: FEBRUARY 28, 2025  
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ABE's Database  
Search & Renewal  
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**Licensee Details**

**JOHNSON ENGINEERING INC (Primary Name)**

Name: JOHNSON ENGINEERING INC (Primary Name)  
Plan Address: PO BOX 1508  
FORT MYERS, FLORIDA 33902  
Country: USA  
License (Filing):  
License (Location):

**License Information**

License Type: Registry  
Rank: 642  
License Number: 642  
Status: Current  
License Date: 05/10/1997  
Expires:

**Special Qualifications**      **Qualification Effective**

**Alternate Names**

View Related License Information  
View License Complaint

2880 West Shores Blvd, Tallahassee, FL 32303 • Email: CustomerContact@dos.state.fl.us • Customer Contact Center: 800-487-1335

**Transportation Professional Certification Board Inc.**

certified that  
**Joshua James Hildebrand**  
has met all of the requirements established by the Certification Board  
to use the title of  
**PROFESSIONAL TRAFFIC OPERATIONS ENGINEER**  
and will receive by the Certification Board and subject to the provisions for renewal  
Certificate number 3558 issued on Washington, D.C. 10/18/2015  
November 20, 2015

 President  
 Executive Director

**Transportation Professional Certification Board Inc.**

certified that  
**Ryan K. Bell**  
has met all of the requirements established by the Certification Board  
to use the title of  
**PROFESSIONAL TRAFFIC OPERATIONS ENGINEER**  
and will receive by the Certification Board and subject to the provisions for renewal  
Certificate number 3552 issued on Washington, D.C. 10/18/2015  
April 14, 2010

 President  
 Executive Director

myfloridalicense.com/relationList.asp?record\_cmk=18&id=2700471&name=&datefrom=&licNum=&datesto=&fname=&cate...

| Licensee          | Name                  | Rank    | Primary Status | Secondary Status | License Number | License Expiration Date | Original License Date |
|-------------------|-----------------------|---------|----------------|------------------|----------------|-------------------------|-----------------------|
| HOWARD, LONNIE V. | Professional Engineer | Current | Active         | 53167            | 02/28/2025     | 08/17/1998              |                       |

**Related License Information**

| License Number | Status  | Related Party           | Relationship Type | Relation Effective Date | Rank     | Expiration Date |
|----------------|---------|-------------------------|-------------------|-------------------------|----------|-----------------|
| 642            | Current | JOHNSON ENGINEERING INC | Registry          | 05/23/2012              | Registry |                 |

**2022-2023  
LEE COUNTY LOCAL BUSINESS TAX RECEIPT**

Account Number: 1020521  
Receipt Number: 1065737  
State License Number:

Location:  
2122 JOHNSON ST  
FT MYERS, FL 33901

JOHNSON ENGINEERING INC  
JOHNSON ENGINEERING INC  
2122 JOHNSON ST  
FT MYERS, FL 33901

Account Expires: September 30, 2023

May engage in the business of:

**SITE LICENSE**

**THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY**

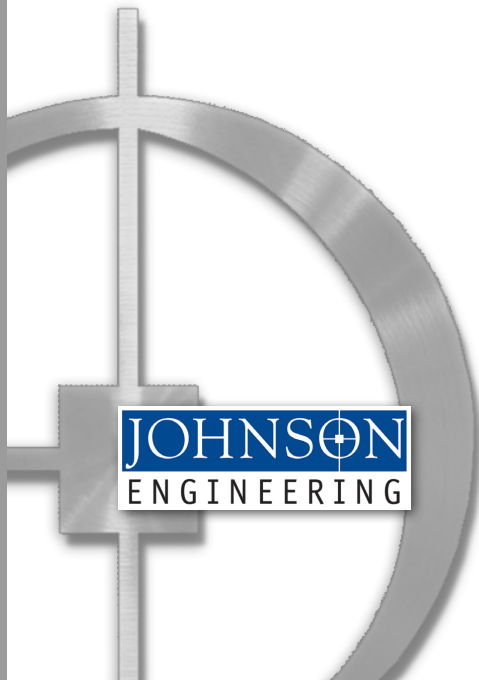
Payment Information:

| PAID | DATE       | AMOUNT  |
|------|------------|---------|
|      | 09/23/2022 | \$20.00 |

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**JOHNSON**  
**ENGINEERING** 24  
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## 5. Project Approach



# Village of Estero

## 5. Project Approach

### Approach

The Village of Estero is seeking professional services for a Village-Wide Traffic Study. It is our understanding that a single engineering firm will be selected for the traffic data collection, traffic modeling, and analysis. We believe this project is a great fit for our firm's abilities and we proudly offer our approach and understanding.

This project will entail 24-hour bi-directional traffic counts at 12 roadway locations throughout the Village of Estero along with intersection turning movement counts at 24 intersections. Our staff is familiar with this type of data collection and in fact have collected traffic data at several of these locations in the past. Our focus will be to identify the key components to ensure this project stays on track and is completed in a timely manner.

We are very familiar with what it takes to successfully deliver a project on schedule and believe our firm's multi-faceted expertise is particularly conducive to performing within deadlines. It is our belief that good communication is fundamental to the success of any project. We pride ourselves on quick and complete responses to your needs or concerns. Not only will you be able to contact us at any time, but we will make sure to contact you as soon as any information pertaining to the project needs to be relayed. While working with you, responsiveness to your interests and budget are our sole priority.

With each draft report submittal, we recommend a face-to-face project team meeting. In this meeting, we will present our findings along with an explanation of where we are and how we arrived there. We will present our traffic study methodology and assumptions and identify any findings. Most importantly, we will ask the questions that must be addressed for us to proceed with the final report. Often, we can address the issues right then and there and leave the meeting with the information we need to keep moving forward. This also significantly reduces staff's review time. We have used this process successfully in the past, saving time and promoting shared understandings that result in successful outcomes.

We live in the community in which we do business, and we believe strongly in our ability to improve our community through superior services. Our team has the knowledge and skills necessary to perform quality work, as demonstrated by our past performance. It gives us all great pride to drive through an intersection or roadway improvement effort that we were fortunate enough to have played a role in implementing. We want nothing less than our best on display, and we want it to stand the test of time. Our firm is qualified, competent and confident that we are the right firm for the job. We know how to effectively and efficiently complete a wide array of projects while working closely with the Village of Estero project managers to provide successful results. We are dedicated to serving the Village of Estero in this Village-Wide Traffic Study and we look forward to your favorable review.



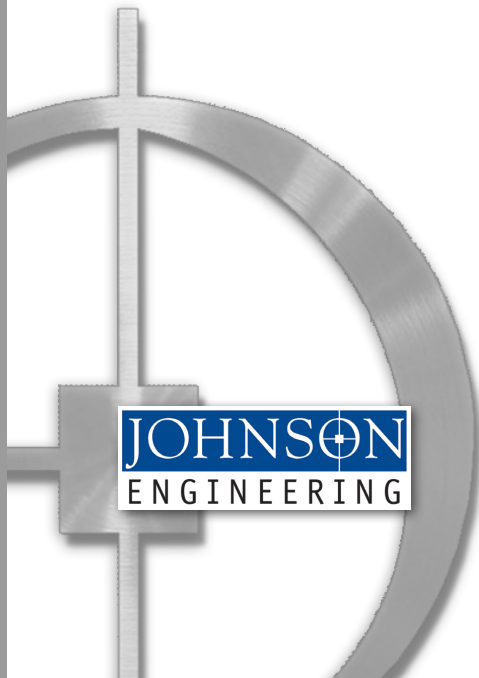
Village of Estero  
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**JOHNSON**  
**ENGINEERING**

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## 6. Required Forms





RFQ No.: RFQ 2023-05

VILLAGE OF ESTERO, FLORIDA  
PROPOSAL QUOTE FORM  
FOR  
VILLAGE-WIDE TRAFFIC STUDY UPDATE

DATE SUBMITTED: 8/10/2023

VENDOR NAME: Johnson Engineering, Inc.

TO: The Village of Estero  
Estero, Florida

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

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

The undersigned acknowledges  
receipt of Addenda numbers: N/A

  
Michael Dickey, PE, Vice President/Chairman

TO BE STARTED IMMEDIATELY AFTER RECEIPT OF NOTICE TO PROCEED.

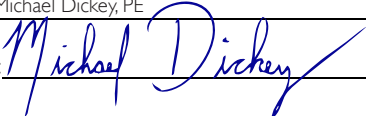
RFQ No.: RFQ 2023-05

ANTI-COLLUSION STATEMENT

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

FIRM NAME Johnson Engineering, Inc.

BY (Printed): Michael Dickey, PE

BY (Signature): 

TITLE: Vice President/Chairman

FEDERAL ID # OR S.S.# 59-1173834

ADDRESS: 2122 Johnson Street

Fort Myers, FL 33901

PHONE NO.: (239) 334-0046

FAX NO.: N/A

CELLULAR PHONE NO.: (239) 872-4057

E-MAIL ADDRESS: mdickey@johnsoneng.com

RFQ No.: RFQ 2023-05

**VILLAGE OF ESTERO, FLORIDA  
VENDOR DISCLOSURE FORM**

Project No.: RFQ 2023-05

Project Name: Village-Wide Traffic Study Update

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 Michael Dickey, PE, Vice President/Chairman

Company Name: Johnson Engineering, Inc.

Date: 8/10/2023





RFQ No.: RFQ 2023-05

AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS

SOLICITATION NO.: RFQ 2023-05PROJECT NAME: Village-Wide Traffic Study Update

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

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

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

Company Name: Johnson Engineering, Inc.


Michael Dickey, PE, Vice President/Chairman 8/10/2023

Signature

Title

Date

STATE OF Florida  
COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 10th day of August 2023, by Michael Dickey, PE who has produced

(Print or Type Name)

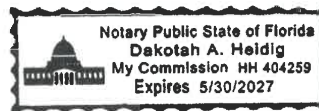
personally known as identification.  
(Type of Identification and Number)



Notary Public Signature

Dakotah Heidig  
Printed Name of Notary Public

HH404259/5/30/2027  
Notary Commission Number/Expiration



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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/9/2023

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

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

|                                                                                                                               |  |                                                                                                                                                             |  |
|-------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>Insurance Management Consultancy Group, Inc.<br>7780 Cambridge Manor Place, Suite B<br>Fort Myers FL 33907 |  | <b>CONTACT</b><br>NAME: Anna Evans<br>PHONE (A/C, No, Ext): 239-990-2100 FAX (A/C, No): 239-990-2410<br>E-MAIL: info@imcccm.com<br>ADDRESS: info@imcccm.com |  |
| <b>INSURED</b><br>Johnson Engineering, Inc.<br>2122 Johnson St.<br>Fort Myers FL 33901                                        |  | License#: L109313<br>JOHNENG-01                                                                                                                             |  |
|                                                                                                                               |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                                        |  |
|                                                                                                                               |  | <b>NAIC #</b>                                                                                                                                               |  |
|                                                                                                                               |  | <b>INSURER A:</b> Continental Casualty Company                                                                                                              |  |
|                                                                                                                               |  | <b>INSURER B:</b> Valley Forge                                                                                                                              |  |
|                                                                                                                               |  | <b>INSURER C:</b> American Casualty Company of Reading,                                                                                                     |  |
|                                                                                                                               |  | <b>INSURER D:</b> Continental Insurance Company                                                                                                             |  |
|                                                                                                                               |  | <b>INSURER E:</b>                                                                                                                                           |  |
|                                                                                                                               |  | <b>INSURER F:</b>                                                                                                                                           |  |

| COVERAGES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                    | CERTIFICATE NUMBER: 163783373 |          | REVISION NUMBER: |                         |                         |                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|----------|------------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. |                                                                                                                                                                                                                                                                                                                                                                                    |                               |          |                  |                         |                         |                                                                                                                                                                                                                                                 |
| INSR LTR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                  | ADDL INSD                     | SUBR WVD | POLICY NUMBER    | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                          |
| C                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC<br><input checked="" type="checkbox"/> OTHER: Incl Contractual | Y                             |          | 7034452897       | 9/15/2022               | 9/15/2023               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 15,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                                    |                               |          | 7034456979       | 9/15/2022               | 9/15/2023               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>PIP \$ 10,000                                                                      |
| D                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                                                                   |                               |          | 7034458148       | 9/15/2022               | 9/15/2023               | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$                                                                                                                                                                                    |
| B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                      | Y/N                           | N/A      | 7034452561       | 9/24/2022               | 9/24/2023               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                       |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Cyber Liability                                                                                                                                                                                                                                                                                                                                                                    |                               |          | 596721465        | 9/15/2022               | 9/15/2023               | Aggregate Limit 1,000,000                                                                                                                                                                                                                       |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Project: Village of Estero, Village-Wide Traffic Study Update, RFQ 2023-05  
 The Village of Estero, Florida, its agents, employees, and public officials are listed as additional insured with respect to general liability per form CNA75079XX, as required in a written contract

|                                                                                                               |                                                                                                                                                                                                                                |
|---------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br><br>The Village of Estero<br>9401 Corkscrew Palms Circle #101<br>Estero FL 33928 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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# CERTIFICATE OF LIABILITY INSURANCE

JOHNENG-01

ASOSTENUTO

DATE (MM/DD/YYYY)

8/9/2023

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

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

|                                                                                            |  |                                                                                                                                                    |  |
|--------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>JCJ Insurance Agency, LLC<br>2208 Hillcrest Street<br>Orlando, FL 32803 |  | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): (321) 445-1117 FAX (A/C, No): (321) 445-1076<br>E-MAIL ADDRESS: certs@jcj-insurance.com              |  |
| <b>INSURED</b><br>Johnson Engineering, Inc.<br>2122 Johnson St<br>Fort Myers, FL 33901     |  | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: Berkley Insurance Company<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |  |
|                                                                                            |  | <b>NAIC #</b><br>32603                                                                                                                             |  |

| COVERAGES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                           | CERTIFICATE NUMBER: |                | REVISION NUMBER:        |                         |                                                                                                                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. |                                                                                                                                                                                                                                                                                           |                     |                |                         |                         |                                                                                                                                                                                          |
| INSR LTR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | TYPE OF INSURANCE                                                                                                                                                                                                                                                                         | ADDL SUBR INSD. WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |                     |                |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$ |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                         |                     |                |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED \$ RETENTION \$                                                                                                                                                     |                     |                |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                |                     |                |                         |                         | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                         |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Professional Liab</b>                                                                                                                                                                                                                                                                  |                     | AEC-9058825-07 | 9/15/2022               | 9/15/2023               | <b>Per Claim/Aggregate</b><br>2,000,000                                                                                                                                                  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: Village of Estero, Village-Wide Traffic Study Update, RFQ 2023-05

|                                                                                                        |                                                                                                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br>Village of Estero<br>9401 Corkscrew Palms Circle #101<br>Estero, FL 33928 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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RFQ No.: RFQ 2023-05

## PUBLIC ENTITY CRIME FORM

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

1. This sworn statement is submitted to Village of Estero  
(*Print name of the public entity*)
- by Michael Dickey, PE, Vice President/Chairman  
(*Print individual's name and title*)
- for Johnson Engineering, Inc.  
(*Print name of entity submitting sworn statement*)
- whose business address is 2122 Johnson Street, Fort Myers, FL 33901
- (If applicable) its Federal Employer Identification Number (FEIN) is 59-1173834

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime:  
or:
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (*Please indicate which statement applies.*)

RFQ No.: RFQ 2023-05

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

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

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

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

Michael Dickey  
(Signature) Michael Dickey, PE

8/10/2023  
(Date)

STATE OF Florida  
COUNTY OF Lee

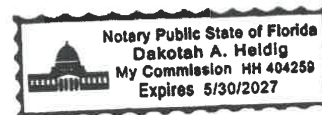
PERSONALLY APPEARED BEFORE ME, the undersigned authority, Michael Dickey, PE

(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 10th day of August, 2 2023

Dakota Heidig  
(NOTARY PUBLIC)

My Commission Expires: 5/30/2027



RFQ No.: RFQ 2023-05

## Scrutinized Companies Certification

1. This sworn statement is submitted with a bid, proposal, contract, or contract renewal RFQ 2023-05  
\_\_\_\_\_, for Village-Wide Traffic Study Update  
**number] [Project name]** **Project or contract**
  2. This sworn statement is submitted by Johnson Engineering, Inc. whose  
**[Name of entity submitting sworn statement]**  
 business address is 2122 Johnson Street, Fort Myers, FL 33901.
  3. Federal Employer Identification Number (FEIN) is 59-1173834 (or  
 if the entity has no FEIN, include the Social Security Number of the individual signing this sworn  
 statement).
  4. My name is Michael Dickey, PE and my relationship to the  
 above is: **[Please print name of individual signing]**  
Vice President/Chairman.
  5. Based on information and belief, the certification, which I have marked below, is true in relation to the  
 entity submitting this sworn statement as required by §287.135, Florida Statutes.
- [ ] Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any amount)**
- ☒ The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List nor is it engaged in a boycott of Israel.
- ☐ The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List or is actively engaged in a boycott of Israel..
- [ ] Scrutinized Companies with Activities in Sudan List (bid, proposal or contract renewal for \$1 Million or more)**
- ☒ The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.
- ☐ The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.
- [ ] Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (bid, proposal or contract renewal for \$1 Million or more)**
- ☒ The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
- ☐ The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
- [ ] Business Operations in Cuba or Syria (bid, proposal or contract renewal for \$1 Million or more)**
- ☒ The entity submitting this sworn statement does not have business operations in Cuba or Syria.
- ☐ The entity submitting this sworn statement does have business operations in Cuba or Syria.

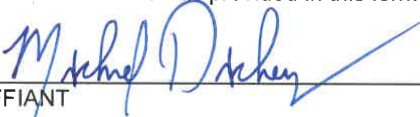
Pursuant to §287.135, Florida Statutes, if the Village determines the entity executing this Certification has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after this certification is executed, any associated contract with the Village may be subsequently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

RFQ No.: RFQ 2023-05

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

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

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

  
 AFFIANT

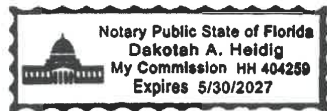
Michael Dickey, PE  
 Typed Name of AFFIANT

Vice President/Chairman  
 Title

STATE OF Florida COUNTY OF Lee

The foregoing instrument was executed before me this 10th day of August, 2023,  
 by Michael Dickey, PE as Vice President/Chairman of  
Johnson Engineering, Inc., who personally swore or affirmed  
 that he/she is authorized to execute this document and thereby bind the Corporation, and who is  
personally known to me OR has produced \_\_\_\_\_  
 as identification.

(stamp)



  
 NOTARY PUBLIC, State of Florida



RFQ No.: RFQ 2023-05

## VILLAGE OF ESTERO - BIDDERS CHECK LIST

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

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

RFQ No.: RFQ 2023-05

VILLAGE OF ESTERO, FLORIDA  
VENDOR DISCLOSURE FORM

Project No.: RFQ 2023-05

Project Name: Village-Wide Traffic Study Update

Please check as appropriate:

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

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

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

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

Signed:   
Vendor

Printed Name Michael Dickey, PE, Vice President/Chairman

Company Name: Johnson Engineering, Inc.

Date: 8/10/2023

RFQ No.: RFQ 2023-05

## NAMES & ADDRESSES OF OWNERS

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

Lonnie V. Howard - 2122 Johnson Street, Fort Myers, FL 33901 17.3%

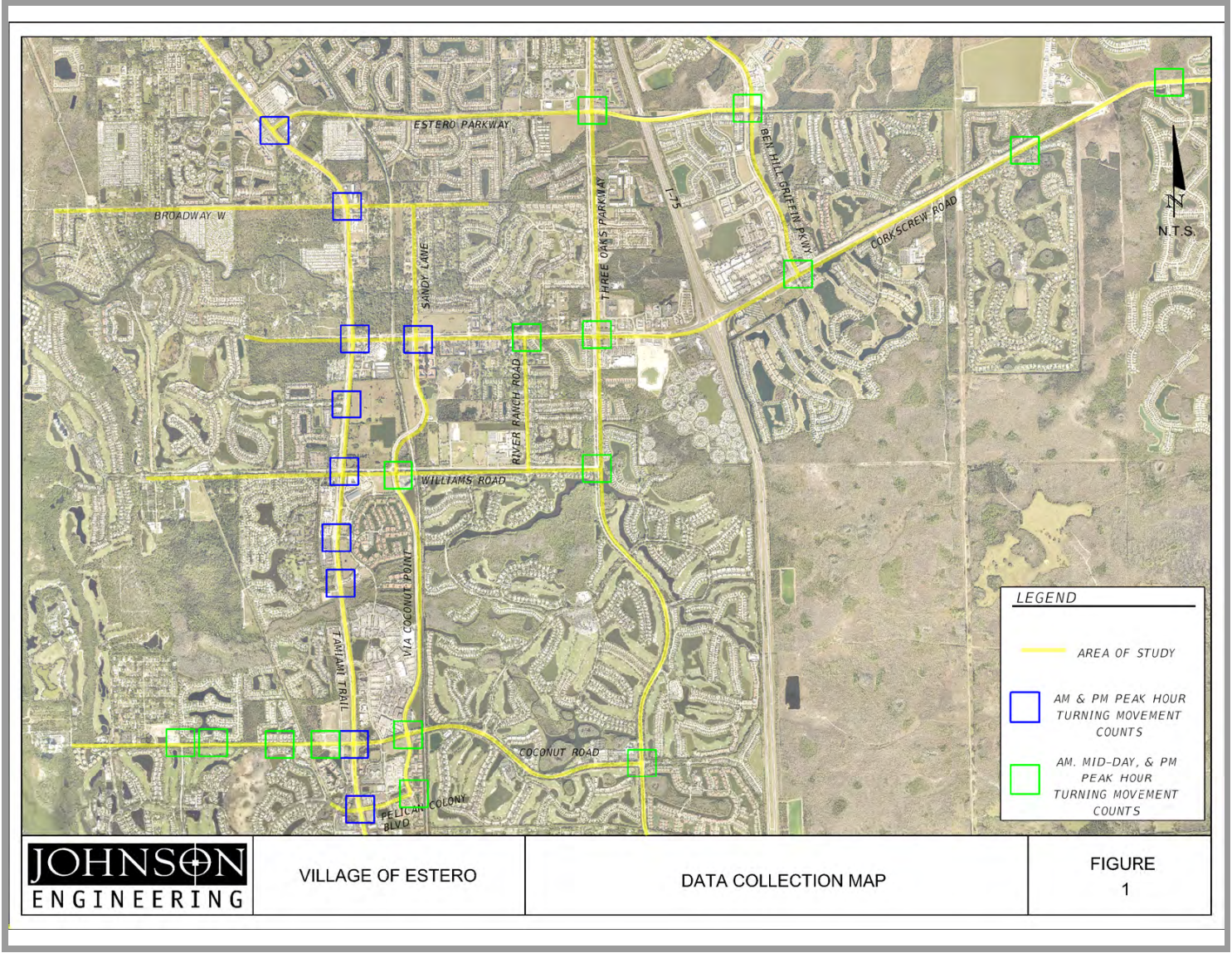
Michael Dickey - 2122 Johnson Street, Fort Myers, FL 33901 11.2%

|                                                       |      |
|-------------------------------------------------------|------|
| Ryan Bell - 2122 Johnson Street, Fort Myers, FL 33901 | 9.7% |
|-------------------------------------------------------|------|

|                                                       |      |
|-------------------------------------------------------|------|
| Dana Hume - 2122 Johnson Street, Fort Myers, FL 33901 | 9.2% |
|-------------------------------------------------------|------|

Matt Howard - 2122 Johnson Street, Fort Myers, FL 33901 7.4%

Andrew Tilton - 2122 Johnson Street, Fort Myers, FL 33901 6.2%





**AGENDA ITEM SUMMARY SHEET**  
**VILLAGE COUNCIL MEETING**  
**January 3, 2024**

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**Agenda Item:**

Right of Way Acquisition Services Contract

Motion to approve contract EC 2024-06 with Florida Acquisition Services to provide right-of-way acquisition services to the Village of Estero.

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

**Background:**

The Village of Estero is working on numerous roadway, landscaping, bicycle, and pedestrian projects that require the acquisition of additional right-of-way or easements to complete the projects. Village Staff has been trying to lead these acquisition efforts. Due to limited staff and the very large amount of time required to coordinate the acquisition of each parcel, acquisition has been a very slow process. In many cases, this has led to project delays. A few of the ongoing projects that currently require additional right-of-way or easements include the following.

- Corkscrew Road Paths, Landscaping, Irrigation and Lighting
- Sandy Lane Bike/Ped Improvements
- River Ranch Road Drainage, Roadway, and Pedestrian Improvements
- Ben Hill Griffin Parkway Landscaping
- Broadway Ave. East Bike/Ped Improvements
- Williams Road Bike/Ped Improvements
- Williams Road & Atlantic Gulf Drive
- River Oaks Preserve Utilities

**Description:**

Village Staff is recommending the Village hire a consultant to help acquire additional right-of-way and/or easements for Public Works projects. The consultant will function like a City Lands Department that larger cities or counties might have. Village Staff will identify parcels the Village needs to complete a project and the consultant will work with the landowner to obtain an easement or ownership of the parcel.

Page 1 of 3

Per Estero Procurement Code, the Village can accept a competitively solicited contract which has been made between another Florida governmental agency and a vendor of commodities or services where that contract was solicited pursuant to lawful competitive procedures which are equal to or more stringent than that of the Village. This is commonly known as a “piggybacked” contract.

On August 19, 2020, Collier County advertised RFP #20-7778 for right-of-way acquisition services. Florida Acquisition & Appraisal, Inc. responded to the RFP and was selected as a responsive, responsible proposer. On February 9, 2021, Collier County entered into a professional services agreement with Florida Acquisition & Appraisal, Inc. for right-of-way acquisition services.

The Village Attorney has determined the RFP process used by the County was conducted in compliance with Collier County’s procurement rules and Florida law and was otherwise a competitive solicitation process able to be “piggybacked” pursuant to Village Code.

Village Staff is recommending The Village of Estero execute a “piggybacked” contract with Florida Acquisition & Appraisal, Inc. for right of way acquisition services. Some of the tasks that will be provided for under this contract include the following.

- Review maps
- Correspond with property owners
- Meet with property owners
- Coordinate with Village Staff and project consultants
- Utility coordination
- Prepare purchase and/or easement agreements

**Action Requested:**

Motion to approve contract EC 2024-06 with Florida Acquisition Services to provide right-of-way acquisition services to the Village of Estero.

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

**Process and Timeline:**

Supplemental Task Authorizations (STA) under this contract will be issued on a project-by-project basis.

**Financial Impact:**

There is no direct financial impact associated with this contract. This contract will function as an “umbrella” for future supplemental task authorizations (STA) for each specific acquisition project. For example, the first three STAs under this contract are expected to be the following.

STA 01 – Corkscrew Road Right-of-way/Easement Acquisition

STA 02 – Sandy Lane Right-of-way/Easement Acquisition

STA 03 – River Ranch Road Right-of-way/Easement Acquisition

Each STA will be processed per Village of Estero procurement procedures.

**Prepared by: David Willems, P.E.**

**Attachments:**

1. Contract CN 2024-06 ROW Acquisition Services
2. Ownership Disclosure

### **PIGGYBACK AGREEMENT FOR RIGHT-OF-WAY ACQUISITION SERVICES**

This Agreement is made on the 15<sup>th</sup> day of December, 2023 (the “Effective Date”), by and between the **Village of Estero**, a Florida municipal corporation (the “Client”) and **Florida Acquisition & Appraisal, Inc.**, a Florida corporation (the “Contractor”), collectively referred to as the “Parties”.

**WHEREAS**, the Client has determined that it requires certain services associated with the Village’s efforts to acquire right-of-way, easements, and other similar permissions to use private lands for various Village projects and initiatives; and

**WHEREAS**, on August 19<sup>th</sup> 2020, Collier County, a political subdivision of the State of Florida (“County”) issued RFP # 20-7778 (the “RFP”) for the purpose of receiving proposals for right-of-way acquisition services as further described in the RFP (the “Services”); and

**WHEREAS**, the Contractor responded to the RFP and County subsequently selected the Contractor as a responsive, responsible proposer; and

**WHEREAS**, on February 9<sup>th</sup> 2021, the Contractor and County entered into a Fixed Fee Professional Service Agreement for Right-of-Way Acquisition Services (the “County Contract”) wherein the Contractor agreed to perform the Services for the County in accordance with the terms and conditions described therein; and

**WHEREAS**, § 2-180 of the Estero Procurement Code authorizes the Client to accept, in lieu of soliciting competitive proposals as otherwise required by the Code, a competitively-solicited contract which has been made between another Florida governmental agency and a vendor of commodities or services where that contract was solicited pursuant to lawful competitive procedures which are equal to or more stringent than the Client’s; and

**WHEREAS**, the Client’s legal counsel has analyzed the RFP process used by the County and has determined that it was conducted in compliance with Collier County’s procurement rules and Florida law, and was otherwise a competitive solicitation process able to be “piggybacked” pursuant to § 2-180 of the Village Code; and

**WHEREAS**, the Client desires to piggyback onto the County Contract for the purposes of receiving the same Services from Contractor as are being provided to County under the County Contract; and

**WHEREAS**, § 21 of the County Contract encourages other government agencies to also utilize its terms and conditions and the Village Manager’s designee has obtained confirmation from an authorized representative of the Contractor that the Contractor consents to the formation of this contractual relationship by way of Client’s piggybacking onto the County Contract under the terms provided for herein.

**NOW, THEREFORE**, in consideration of the mutual agreements set forth hereafter and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Performance of the Services.** The Contractor shall make available to Client, and provide to Client as requested, the same Services as are available and provided to County in accordance with the terms and conditions of the County Contract, at the prices specified therein. All references to the “County” or “Collier County” in the County Contract shall, for purposes of this Agreement, mean Client.
2. **Unit Pricing.** The Contractor’s work shall be performed at the same unit prices as are set forth in **Exhibit “B”** to the County Contract.



3. Scope of Work. The Contractor shall perform the work as set forth in the Scope of Work as set forth in **Exhibit "A"** to County Contract, and as further elaborated in any work order issued by Client during the term of this Agreement.
4. Additional Services. This Agreement is only for the provision of those Services provided by or made available by Contractor to County in the County Contract. The Parties understand that any other contracting services Client may wish to acquire may or may not be acquired from Contractor, and will be acquired in accordance with applicable law and Client's procurement code and administrative policies.
5. Incorporation by Reference; Order of Precedence. This Agreement incorporates and makes a part hereof by reference the following documents: (i) the RFP (inclusive of the solicitation and Instructions to Proposers), (ii) the Contractor's Proposal, and (iii) the County Contract (including any amendments and extension notices related thereto). Notwithstanding any term in the County Contract to the contrary, in the event of any irreconcilable conflict between the terms of these respective documents, the terms in this Agreement shall prevail over the above-listed documents. In the event of any irreconcilable conflict between the terms of the three above-listed documents, the County Contract shall prevail first, followed by the RFP, followed by the Contractor's Proposal.
6. Term and Termination of the Agreement. The term of this Agreement shall commence on the Effective Date, shall have an expiration date of **February 9<sup>th</sup> 2024** (the termination date established in § 1 of the County Contract), and may be extended by the Client for up to two (2) additional one year terms, as provided for in § 1 of the County Contract. This Agreement may be terminated as provided for in the same manner as is set forth in § 10 of the County Contract.
7. Staff Title References and Language Substitutes. To the extent the County Contract refers to Project Manager, Project Administrator, or certain other County officials or employees authorized to act under the County Contract, the Parties agree that for purposes of this Agreement, references to such officials or employees shall mean the Village Manager, or her/his designee. The following terms in the County Contract are revised as follows:

Section 4.3 of the County Contract is replaced with the following:

Contractor shall submit invoices to Client by submitting them to Client via email to [accountspayable@estero-fl.gov](mailto:accountspayable@estero-fl.gov), attn: Village Manager. If the Village disputes any portion of a submitted invoice, or determines any invoice is incomplete, it will follow the procedures set forth in the Florida Local Government Prompt Payment Act located at Part VII of Florida Statutes Chapter 218.

Section 5 of the County Contract is replaced with the following:

Client is a Florida municipal corporation and, pursuant to Florida Department of Revenue Tax Exempt Certificate No.: 85-8016684668C-2, the Client is exempt from the payment of Florida sales and use tax and tangible personal property tax. Contractor shall not assess any such taxes from Client in any invoice.

Section 12 of the County Contract is supplemented by the following:

Contractor shall provide insurance coverages to the Client, and indemnification of the Client, in the same manner it provides the County pursuant to § 12 of the County Contract, except that inasmuch as no professional services are being provided, Contractor need not provide Professional Liability coverage. The "additional insured" party required in § 12 of the County Contract shall be the Village of Estero.

Section 14 of the County Contract is revised to provide that this Agreement shall be administered by the Village of Estero Public Works Director.

Section 24 of the County Contract regarding Dispute Resolution is deleted.

Section 38 of the RFP regarding Local Vendor Preference is deleted.

In the event the County exercises its right to terminate the County Contract early, this Agreement shall survive through the Termination Date unless the Village, independently, exercises its own termination rights as provided for in § 6 of this Agreement.

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

- (a) Keep and maintain public records required by the Client to perform the Services provided hereunder.
- (b) Upon request from the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the Client.
- (d) Upon completion of the Agreement, transfer, at no cost, to the Client all public records in the possession of the Contractor or keep and maintain public records required by the Client to perform the service. If the Contractor transfers all public records to the Client upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CLIENT'S CUSTODIAN OF PUBLIC RECORDS: BY**

**TELEPHONE (239.221.5035), E-MAIL  
([records@estero-fl.gov](mailto:records@estero-fl.gov)), OR MAIL (VILLAGE OF  
ESTERO, OFFICE OF THE VILLAGE CLERK, 9401  
Corkscrew Palms Cir., Estero, FL 33928.**

9. Notices. Notwithstanding § 6 of the County Contract, all notices given pursuant to this Agreement, except as may otherwise be specified in the applicable Account Documentation, shall be sent by certified U.S. mail, return receipt requested, or by tracked overnight courier, or by in-person hand delivery, to the official and address provided below:

**Client:**

Village of Estero  
Attn: Village Manager  
9401 Corkscrew Palms Cir.  
Estero, FL 33928

**Contractor:**

Florida Acquisition & Appraisal, Inc.  
Attn: John J. Curatelli, Jr., President  
410 S. Ware Blvd., Ste. 700  
Tampa, FL 33619

10. Representations; Warranties; Fee Disclosure.

- a. The Parties represent and warrant to each other that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and that the execution and performance of the Agreement (i) does not breach any agreement of such Party with any third party, (ii) does not violate any law, rule or regulation, (iii) is within its organizational powers, and (iv) has been authorized by all necessary action of such Party.
- b. Each Party to this Agreement further represents and warrants that all appropriate authority exists so as to duly authorize the person executing this Agreement to execute the same and fully bind the Party on whose behalf he or she is executing.

11. Miscellaneous.

- a. This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.
- b. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of one Party at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the demanding Party thereafter to enforce same. Nor shall waiver by one Party of any breach of any term of this Agreement by the other Party be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.
- c. No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Contractor without the express written consent of the Client. The Client shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the Client shall be null and void and shall be grounds for the Client to declare a default of this Agreement.

- d. The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Lee County, Florida. Venue shall lie exclusively in Lee County.
- e. Notwithstanding any provision of the County Contract to the contrary, in any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all of their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, notwithstanding the outcome of those proceedings. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.
- f. The Contractor shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Contractor's officers, employees, agents, or subcontractors, or the delivery of the Contractor's Services to Client.
- g. In case any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the Parties.
- h. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.
- i. This Agreement only provides rights and remedies for the Client and Contractor. Notwithstanding anything else contained herein, this Agreement does not provide any rights or remedies for any other Person. There are no third-party beneficiaries under this Agreement.
- j. Pursuant to Florida Statutes § 287.135, the Contractor is not eligible to enter into, or renew, this Agreement if:
  - (i) The Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);
  - (ii) The Contractor engages in business operations in Cuba or Syria; or
  - (iii) The Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

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

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

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

- k. Immigration Compliance; E-Verify. Contractor 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 Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Client.

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

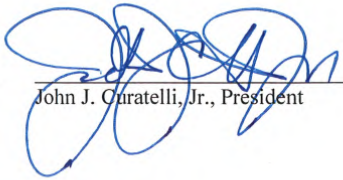
- l. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

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

**Village of Estero**

**Florida Acquisition & Appraisal, Inc.**

By: \_\_\_\_\_  
Steve Sarkozy, Village Manager

By:   
John J. Curatelli, Jr., President

Attachment 1 – RFP



**COLLIER COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**RIGHT-OF-WAY ACQUISITION SERVICES**

**SOLICITATION NO.: 20-7778**

**SARAH HAMILTON, PROCUREMENT STRATEGIST  
PROCUREMENT SERVICES DIVISION  
3295 TAMiami TRAIL EAST, BLDG C-2  
NAPLES, FLORIDA 34112  
TELEPHONE: (239) 252-8987  
[Sarah.Hamilton@colliercountyfl.gov](mailto:Sarah.Hamilton@colliercountyfl.gov) (Email)**

This solicitation document is prepared in a Microsoft Word format (Rev 8/7/2017). Any alterations to this document made by the Vendor may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Collier County Government.

**SOLICITATION PUBLIC NOTICE**

|                                           |                                                                                                                                    |
|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| <b>REQUEST FOR PROPOSAL (RFP) NUMBER:</b> | <b><u>20-7778</u></b>                                                                                                              |
| <b>PROJECT TITLE:</b>                     | <b><u>RIGHT-OF-WAY ACQUISITION SERVICES</u></b>                                                                                    |
| <b>PRE-PROPOSAL CONFERENCE:</b>           | <b><u>N/A</u></b>                                                                                                                  |
| <b>DUE DATE:</b>                          | <b><u>SEPTEMBER 21, 2020 at 3:00 P.M.</u></b>                                                                                      |
| <b>PLACE OF RFP OPENING:</b>              | <b><u>PROCUREMENT SERVICES DIVISION</u><br/><b><u>3295 TAMiami TRAIL EAST, BLDG C-2</u></b><br/><b><u>NAPLES, FL 34112</u></b></b> |

**All proposals shall be submitted online via the Collier County Procurement Services Division Online Bidding System:**

<https://www.bidsync.com/bidsync-cas/>

**INTRODUCTION**

As requested by the Transportation Engineering Division (hereinafter, the "Division or Department"), the Collier County Board of County Commissioners Procurement Services Division (hereinafter, "County") has issued this Request for Proposal (hereinafter, "RFP") with the intent of obtaining proposals from interested and qualified vendors in accordance with the terms, conditions and specifications stated or attached. The vendor, at a minimum, must achieve the requirements of the Specifications or Scope of Work stated.

The results of this solicitation may be used by other County departments once awarded according to the Board of County Commissioners Procurement Ordinance.

**BACKGROUND**

The Right-of-Way Acquisition Section of the Transportation Engineering Division and the Real Property Management Section of the Facilities Management Division of Collier County have identified a need for assistance in the acquisition of property, right-of-way and easements needed for public purposes. It will be important to be able to call upon an experienced acquisition consulting service to supplement the in-house staff on an as-needed basis.

**TERM OF CONTRACT**

The contract term, if an award is made, is intended to be for three (3) years with two (2) one (1) year renewal options. Prices shall remain firm for the initial term of this contract. The County reserves the right to award to one or more Proposers.

Surcharges will not be accepted in conjunction with this contract, and such charges should be incorporated into the pricing structure.

The County Manager, or designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred eighty (180) days. The County Manager, or designee, shall give the Contractor written notice of the County's intention to extend the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect.

**DETAILED SCOPE OF WORK**

The County will request a written proposal for a not to exceed fee for each work assignment prior to issuing a Purchase Order or Notice to Proceed. The following tasks are representative of the types of assignments the Consultant may be employed to perform:

- A. Establish a file folder, in accordance with County policies and procedures, for each ownership related to an assignment.
- B. Review and compare right-of-way / parcel maps to legal descriptions and advise County staff if there are any inconsistencies in bearings and distances between the two.
- C. Compare bearings and distances in legal descriptions to bearings and distances in sketches and advise County staff if there are any inconsistencies between the two.
- D. Prepare and mail project notification letters to property owners.
- E. Follow-up project notice letters with personal contacts and negotiations.
- F. Prepare and process utility subordinations (FPL, CenturyLink, Comcast, etc.).



- G. Develop right-of-way acquisition cost estimates which shall include the estimated value of the land rights necessary to construct the project, the value of the improvements within the take areas, the severance damages accruing to the remainder properties, business damage exposure, an estimate of the percentage of negotiated settlements vs. litigated settlements and the percentage increase over the appraiser's estimate of full compensation for each settlement category, an estimate of the County's appraisal and other expert fees, an estimate of the Owners' attorney and expert witness fees which the County will be obligated to pay under Section 73.091 and 73.092, F.S., and an estimate of the cost of title commitments and title policies.
- H. Meet and/or teleconference with staff to discuss negotiation strategies, offer amounts and terms of settlement with property owners, in addition to project progress and status.
- I. Conduct site inspections and interview occupants to determine businesses operating from parent tract properties.
- J. Using the format approved by the County, prepare and mail Section 73.015, F.S., statutory written offer letters and business owner notices.
- K. Provide copies of maps, plans and/or appraisals as requested by property owners and/or their representatives, explain the appraiser's methodology as necessary, and describe the improvements the County proposes to construct, and how they will or will not impact the subject property.
- L. Negotiate within pre-authorized settlement limits on behalf of and in the best interests of Collier County with property owners and/or their representatives for the purchase of the right-of-way and associated easement parcels. Actively solicit counteroffers from property owners and/or their representatives. Recommend settlements to the County based upon cost avoidance and exposure to jury awards.
- M. Inspect properties, interview property owners and occupants, and check with Occupational Licensing and Sunbiz to determine the names and contact information for any businesses operating from properties from which right-of-way and easements are being required.
- N. Prepare agreements for the purchase of land and easements using Collier County format documents and submit to staff for review.
- O. Prepare administrative settlement justifications in MS Word format for incorporation into executive summaries for the Board of County Commissioners.
- P. Organize and copy parcel files for preparation of eminent domain lawsuits (by others), prepare file summaries in accordance with County policy, and submit to staff.
- Q. Maintain accurate written accounts of meetings and conversations (owner names and addresses, dates, dollar amounts, recording data, etc.).
- R. Close-out parcel files by eliminating duplicate and incomplete paperwork, double-checking that copies of all closing docs pertaining to each parcel are in each file, scanning the agreements and conveyance documents and e-mailing to County staff, and submitting each parcel file to the County.
- S. Search available public records and retired project and parcel files for information related to right-of-way, easements, property owners and the terms of prior agreements.
- T. Miscellaneous –
  - 1. Consultant's staff may be required to testify in eminent domain proceedings if requested by County Attorney's Office.
  - 2. Consultant will be subject to public records law and will be provided County's document retention policy and expected to follow it. All documents shall be considered County records. In particular, all reports are exclusive property of Collier County and copies may not be provided to third parties except property owners or their duly authorized agents, attorneys or representatives. Moreover, all studies and/or appraisals are limited to the uses for which they were prepared and may not be used for any purposes other than the acquisition of an identified Right-of-Way parcel. Dissemination of this information to unauthorized third parties shall be grounds for immediate termination.

#### **REQUEST FOR PROPOSAL (RFP) PROCESS**

- 1.1 The Proposers will submit a qualifications proposal which will be scored based on the criteria in the Evaluation Criteria for Development of Shortlist, which will be the basis for short-listing firms.  
  
The Proposers will need to meet the minimum requirements outlined herein in order for their proposal to be evaluated and scored by the COUNTY. The COUNTY will then score and rank the firms and enter into negotiations with the top ranked firm to establish cost for the services needed. The COUNTY reserves the right to issue an invitation for oral presentations to obtain additional information after scoring and before the final ranking. With successful negotiations, a contract will be developed with the selected firm, based on the negotiated price and scope of services and submitted for approval by the Board of County Commissioners.
- 1.2 The COUNTY will use a Selection Committee in the Request for Proposal selection process.
- 1.3 The intent of the scoring of the proposal is for respondents to indicate their interest, relevant experience, financial capability, staffing and organizational structure.
- 1.4 The intent of the oral presentations, if deemed necessary, is to provide the vendors with a venue where they can conduct discussions with the Selection Committee to clarify questions and concerns before providing a final rank.
- 1.5 Based upon a review of these proposals, the COUNTY will rank the Proposers based on the discussion and clarifying questions on their approach and related criteria, and then negotiate in good faith an Agreement with the top ranked Proposer.

- 1.6 If, in the sole judgment of the COUNTY, a contract cannot be successfully negotiated with the top-ranked firm, negotiations with that firm will be formally terminated and negotiations shall begin with the firm ranked second. If a contract cannot be successfully negotiated with the firm ranked second, negotiations with that firm will be formally terminated and negotiations shall begin with the third ranked firm, and so on. The COUNTY reserves the right to negotiate any element of the proposals in the best interest of the COUNTY.

**RESPONSE FORMAT AND EVALUATION CRITERIA FOR DEVELOPMENT OF SHORTLIST:**

- 1.7 For the development of a shortlist, this evaluation criterion will be utilized by the COUNTY'S Selection Committee to score each proposal. Proposers are encouraged to keep their submittals concise and to include a minimum of marketing materials. Proposals must address the following criteria:

| <u>Evaluation Criteria</u>                | <u>Maximum Points</u> |
|-------------------------------------------|-----------------------|
| 1. Cover Letter / Management Summary      | 5 Points              |
| 2. Certified Minority Business Enterprise | 5 Points              |
| 3. Approach and Understanding             | 20 Points             |
| 4. Cost of Services to the County         | 30 Points             |
| 5. Experience and Capacity of the Firm    | 30 Points             |
| 6. Local Vendor Preference                | 10 Points             |
| <b>TOTAL POSSIBLE POINTS</b>              | <b>100 Points</b>     |

Tie Breaker: In the event of a tie at final ranking, award shall be made to the proposer with the lower volume of work previously awarded. Volume of work shall be calculated based upon total dollars paid to the proposer in the twenty-four (24) months prior to the RFP submittal deadline. Payment information will be retrieved from the County's financial system of record. The tie breaking procedure is only applied in the final ranking step of the selection process and is invoked by the Procurement Services Division Director or designee. In the event a tie still exists, selection will be determined based on random selection by the Procurement Services Director before at least three (3) witnesses.

Each criterion and methodology for scoring is further described below.

**\*\*\*Proposals must be assembled, at minimum, in the order of the Evaluation Criteria listed or your proposal may be deemed non-responsive\*\*\***

**EVALUATION CRITERIA NO. 1: COVER LETTER/MANAGEMENT SUMMARY (5 Total Points Available)**

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s) and email(s) of the authorized contact person(s) concerning proposal. Submission of a signed Proposal is Vendor's certification that the Vendor will accept any awards as a result of this RFP.

**EVALUATION CRITERIA NO. 2: CERTIFIED WOMAN AND/OR MINORITY BUSINESS ENTERPRISE (5 Total Points Available)**

Submit certification with the Florida Department of Management Service, Office of Supplier Diversity as a Certified Minority Business Enterprise.

**EVALUATION CRITERIA NO. 3: APPROACH AND UNDERSTANDING (20 Total Points Available)**

Scoring will be based on an assessment of the proposer's knowledge and understanding of the nature of the work as necessary to achieve successful outcomes. Provide a narrative of the proposer's understanding of the overall intent of this RFP as well as the methods used to provide right of way acquisition services in general. Identify any issues or concerns of significance that may be appropriate.

Identify the location of the firm's staff and indicate how they will ensure responsiveness to the County for upcoming planning project requirements.

Additional points will be given up to the maximum allotted for this item for a superior understanding of the overall purpose of, and the County's need for, this type of services.

**EVALUATION CRITERIA NO. 4: COST OF SERVICES TO THE COUNTY (30 Total Points Available)**

For all services, please provide a proposed fee schedule according to the following hourly rates:

**Hourly Rate schedule:**

|                                                      |          |
|------------------------------------------------------|----------|
| Principal                                            | \$ _____ |
| Project Manager                                      | \$ _____ |
| Real Estate Appraiser (State Certified General)      | \$ _____ |
| Senior (Property Acquisition Specialist – R/W Agent) | \$ _____ |
| Staff (Property Acquisition Specialist – R/W Agent)  | \$ _____ |
| Administrative Assistant / Clerical                  | \$ _____ |

**Initial pricing is for evaluation purposes and are subject to change during negotiations with the selected vendor.**

Pricing shall be inclusive of all costs and shall be full compensation for all services, labor, materials, equipment, local travel (within Lee and Collier County) and any other items required for project completion and/or completion of services. Travel expenses outside of Lee and Collier County shall be reimbursed at the rates used by Collier County for its employees as per Section 112.061 Fla. Stats.

**EVALUATION CRITERIA NO. 5: EXPERIENCE AND CAPACITY OF THE FIRM (30 Total Points Available)**

This criterion measures the proposer's past experience and capacity with Right-of-Way Acquisition Services. Please provide experience with all elements of the project scope as generally described herein for evaluation with specific emphasis on the following information as requested:

- Provide information that documents your firm's and subcontractors' qualifications to produce the required deliverables, including abilities, capacity, skill, and financial strength, and number of years of experience in providing the required services.
- The principals directing the work of the firm should have a minimum of five (5) years planning experience with right-of-way acquisition projects.
- Attach brief resumes of all proposed project team members who will be involved in the management of the total package of services, as well as the delivery of specific services. Attach resumes of any sub-vendors and attach letters of intent from stated sub-vendors with proposal submission.
- Describe the various team members' successful experience in working with one another on previous projects.

**The County requests that the vendor submits no fewer than five (5) and no more than ten (10) completed reference forms from clients (during the last 5 years) whose projects are of a similar nature to this solicitation as a part of their proposal.** Provide information on the projects completed by the vendor that best represent projects of similar size, scope and complexity of this project using form provided in Form 5. Vendors may include two (2) additional pages for each project to illustrate aspects of the completed project that provides the information to assess the experience of the Proposer on relevant project work.

**EVALUATION CRITERIA NO. 6: LOCAL VENDOR PREFERENCE (10 Total Points Available)**

Local business is defined as the vendor having a current Business Tax Receipt issued by the Collier or Lee County Tax Collector prior to proposal submission to do business within Collier County, and that identifies the business with a permanent physical business address located within the limits of Collier or Lee County from which the vendor's staff operates and performs business in an area zoned for the conduct of such business.

**VENDOR CHECKLIST**

\*\*\*Vendor should check off each of the following items as the necessary action is completed (please see, Vendor Check List)\*\*\*

Attachment 2 – RFP Response



*Licensed Real Estate Broker*

**September 21, 2020**

**Response to Request  
for Proposal**



**Solicitation #20-7778**

**Right-of-Way  
Acquisition Services**

**PRE-QUALIFIED IN**

Florida ♦ North Carolina

**BRANCH OFFICES**

Tampa ♦ Lakeland ♦ Tallahassee

**CORPORATE HEADQUARTERS**

410 S. Ware Blvd., Suite 700  
Tampa, FL 33619

P.O. Box 89007  
Tampa, FL 33689

(813) 241-6354 Office ♦ (813) 864-0099 Fax  
[www.flaa.com](http://www.flaa.com)

ACQUISITION ♦ APPRAISAL ♦ RELOCATION ♦ COST ESTIMATING ♦ PROPERTY MANAGEMENT ♦ LAWSUIT PREPARATION



September 21, 2020

Ms. Sarah Hamilton  
Procurement Strategist  
Collier County Procurement Services Division  
3295 Tamiami Trail East, Bldg. C-2  
Naples, Florida 34112

**RE: Response to Request for Proposal, Solicitation No. 20-7778  
Right of Way Acquisition Services**

Dear Ms. Hamilton,

Florida Acquisition & Appraisal, Inc. (FLAA) is pleased to submit the enclosed response to the above request for proposal. FLAA is a full-service right of way firm and State of Florida FDOT prequalified to provide turnkey right of way services for utility, transportation, and conservation to government, quasi-government, and private clients in Florida and North Carolina. FLAA has been providing these consulting services since 1995, focusing on public sector land acquisition, relocation assistance, appraisal and appraisal review, cost estimating, property management, condemnation lawsuit styling and preparation, title search, surplus property disposition, asbestos abatement contracting and management, demolition contracting, and abbreviated services as directed. In Florida, FLAA maintains offices in Tampa, Tallahassee, and Lakeland, with agents distributed throughout the state, from the Panhandle to Miami.

FLAA annually prequalifies as a professional service right of way firm under Administrative Rule 14-75 with the Florida Department of Transportation (FDOT) to provide services under Work Groups 21.0 (Acquisition, Negotiations, Closing, Order of Taking), 24.0 (Acquisition Relocation Assistance) and 25.0 (Right of Way Clearing and Leasing). Although FDOT has discontinued Work Group 20.0 (Appraisal Services), FLAA had maintained the prequalification for more than ten years and continues to support an appraisal work program as a part of its core business, particularly right of way cost estimating. **FLAA is a certified Small Business by Hillsborough County, the City of Tampa, Port Tampa Bay, Pinellas County, as well as under FDOT's Business Development Initiative.**

Florida Acquisition & Appraisal, Inc. has fully reviewed the details of your request and have a complete understanding of the required scope of services. As a certified Small Business, FLAA has provided these services not only to FDOT statewide (including District One, Collier's) but the Counties and Cities of Hillsborough, Manatee, Polk, Pasco, Hernando, Sarasota, Lee, Clay, and Leon/Tallahassee (BluePrint) among others for more than twenty-five (25) years. As well, Proposed **Program Manager, Jack Curatelli, SR/WA is intimately familiar with Collier County** having owned a home there, lived in Olde' Naples and Pelican Ridge "on and off" for nearly 20 years while either managing the acquisition for **I-75 Alligator Alley for the FDOT/DEP or working as a Consultant for Collier County's Livingston Road, MSTU** among other real estate pursuits in Collier and Lee Counties. Additionally, Jack worked alongside Mr. Kevin Hendricks, Collier R/W Acquisition Manager, and others-both at FDOT and with Collier County as well as appraisers Ray Carroll and staff at **Carroll & Carroll**.

Mr. Tim Sunyog, MAI and company shall support our Cost Estimating Team as a significant cost estimating initiative may be necessary for work program issues or any possible support

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P (813) 241-6354  
F (813) 864-0099

PO Box 89007  
Tampa, FL 33689

410 S. Ware Blvd.  
Suite 700  
Tampa, FL 33619

*Response to Request for Proposal, Solicitation No. 20-7778  
Right of Way Acquisition Services*

for the FDOT's "Multi-Corridor(s)" M- Cores feeder roads or any CIP budgeting. FLAA is quite familiar with these initiatives.

Further, our relationship with **Carroll & Carroll** has given FLAA the reinforced connection with the area, the market, and the community and FLAA shall be **utilizing the Carroll & Carroll office facilities** as necessary at **2805 Horseshoe Drive S., Suite 1, Naples**. Together with this experience and local knowledge/network we have a very good understanding as to the Consultant's role in providing real property land acquisition and right-of-way services including, but not limited to, right-of-way cost estimating and appraisal, contract administration, acquisition and condemnation services, relocation services, and preparation of condemnation lawsuit packages in conjunction with the County's Legal Office.

Our thorough review of the details of your request provided clarity of the required scope of services and some thoughtful approaches. FLAA is an S-Corporation whose President/Director is John J. Curatelli, Jr., proposed here as Program Manager that has managed similar full-service County and Districtwide contracts for more than 25 years with some of the most qualified Task Managers in Florida. We possess more than 25 employees, 10 of them full time, with three offices located throughout the State of Florida in addition to our above reference satellite office. FLAA's principals and staff have managed some of the most high-profile projects directly for the Turnpike and the surrounding FDOT Districts, Counties and Municipalities. Projects like the **I-4 Ultimate, I-75/I-275; High-Speed Rail, Polk Parkway, Suncoast Parkway, SR 542 Dundee Road and US17 (Hardee); US-41 (Lee, Manatee and Pasco Counties), Hillsborough County's Transportation Task Force, I-595 Port Everglades Expressway, some of the largest projects in the country**. Specifically, FLAA understands the Consultant's role in providing real property land acquisition and right-of-way services including, but not limited to, right-of-way cost estimating, contract administration, acquisition and condemnation services, relocation services, and preparation of condemnation lawsuit packages in conjunction with the County's Legal Office.

Joe Blair, MBA as 28-year R/W veteran shall assist Jack in the mobilization of any task necessary with the contract. He has managed programs from FDOT to PennDOT and worked extensively on the 250 parcel I-4 Ybor City project as well as the 4,000 parcel City of Riviera Beach CRA project with FLAA. Together with our highly experienced Task Managers proposed we can fulfill all the needs Collier County may require. Below is our Contact information and you shall find us fully responsive without out exceptions.

**Name of Company:** Florida Acquisition & Appraisal, Inc.  
**Name of Principal:** John (Jack) J. Curatelli, Jr.  
**Corporate Address:** 410 S. Ware Blvd., Suite 700  
 Tampa, FL 33619  
**Telephone / Fax:** Office (813) 241-6354, Fax (813) 864-0099  
**Email Address:** [jcuratelli@flaa.com](mailto:jcuratelli@flaa.com); [dmontalvo@flaa.com](mailto:dmontalvo@flaa.com)

FLAA shall seamlessly integrate with your existing staff and shall implement your program according to your direction. We are more than capable of scheduling and budgeting projects, managing and overseeing right of way activities, controlling appraisal deliveries, and delivering every production task on time and under budget. Additionally, we remain perfectly comfortable with abbreviated services managed by County staff.

*Florida Acquisition & Appraisal, Inc.*

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*Request for Proposal, Solicitation No. 20-7778  
Right of Way Acquisition Services*

As Principal of Florida Acquisition & Appraisal, Inc., I pledge a corporate commitment, as well as a personal commitment, to serving the County and meeting your work program objectives. All of us at FLAA thank you for this opportunity.

Sincerely,

FLORIDA ACQUISITION & APPRAISAL, INC.

*Jack Curatelli*

Jack Curatelli, SR/WA, Program Manager  
President

Encl. as

Cc: David Montalvo, FLAA

*Florida Acquisition & Appraisal, Inc.*

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Right of Way Acquisition Services*

**EVALUATION CRITERIA NO. 2: CERTIFIED WOMAN AND/OR MINORITY BUSINESS ENTERPRISE**

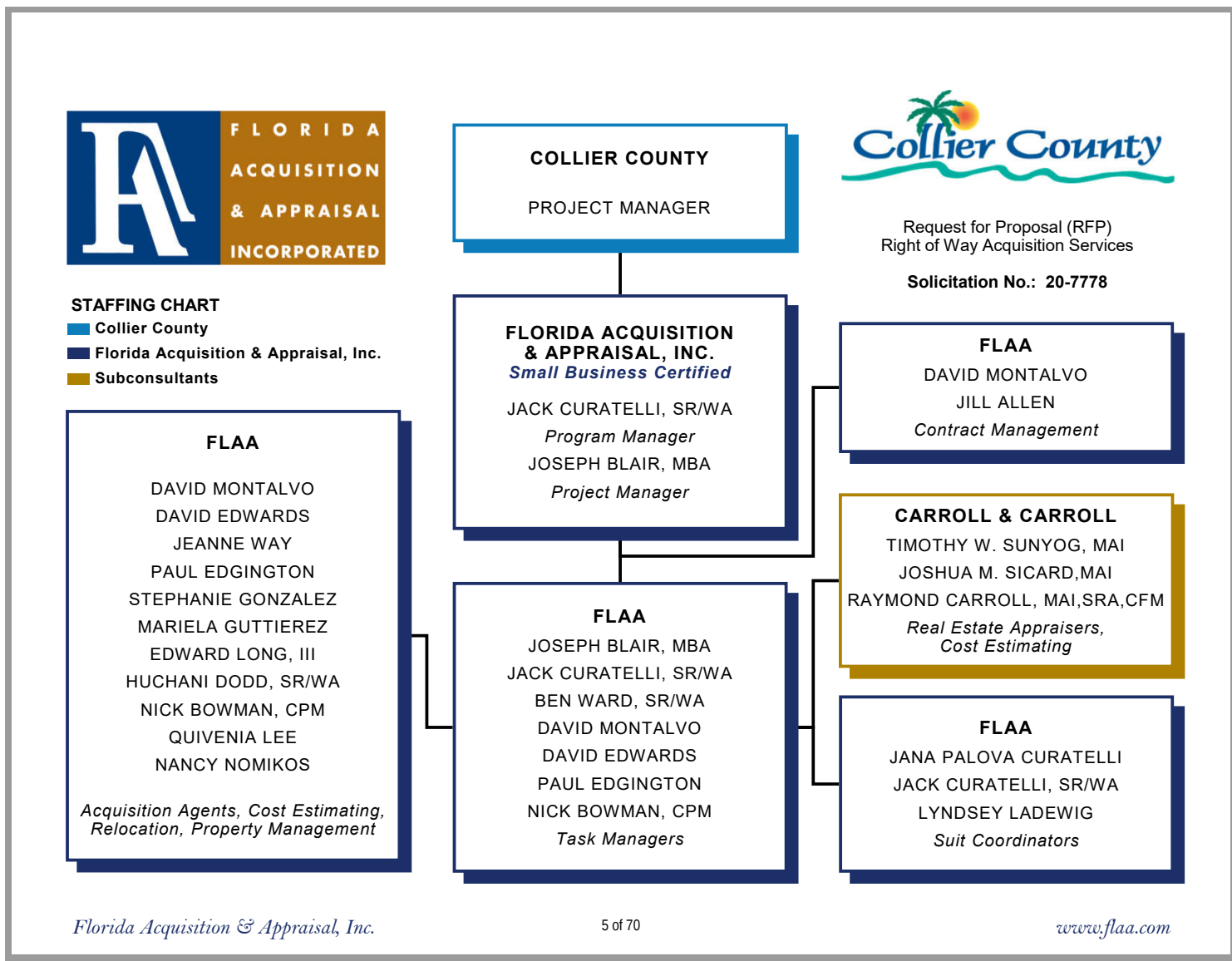
While FLAA is **not** a certified Woman or Minority Business Enterprise (WMBE), we have maintained certifications as a Small Business with Hillsborough County, Pinellas County, the City of Tampa, Port Tampa Bay, and the Florida Department of Transportation. FLAA has also been recognized on multiple occasions by FDOT for our utilization of certified disadvantaged and minority owned businesses as part of our project teams.



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Right of Way Acquisition Services*

### EVALUATION CRITERIA NO. 3: APPROACH AND UNDERSTANDING

Florida Acquisition & Appraisal, Inc. (FLAA) principals and the key staff proposed have been managing and producing full-service / task-oriented right of way contracts cumulatively for more than 250 years. FLAA as a corporation has been assigned to manage task-oriented projects for more than twenty-five (25) years on more than 40 contracts. Its first was in 1995 with a Florida Department of Transportation (FDOT), District Seven Appraisal Review contract. There have been numerous full-service / task-oriented projects since that time, with tasks issued from numerous county, FDOT, and federal contracts, to include the Department of the Navy (relocation) and the U.S. Coast Guard (site evaluation and appraisal).

FLAA is currently providing Polk and Hillsborough Counties right of way support on task-oriented contracts, as well as FDOT's Districts 4 & 6. FDOT contracts have included not only full-service scopes, but also Districtwide Suit Preparation, Acquisition, Cost Estimating, Relocation, Appraisal and Appraisal Review. We understand that under this contract Collier County may issue much, some, or few of the services listed under this contractual scenario and that they are all dictated by Collier County's work program. We further understand there may be specific support needs, whether determined by CIP or as part of "M-CORES" (Turnpike-District One, FDOT Multi-Corridor Project feeder road support). As such, FLAA approaches these task-oriented contracts with a new and revitalized vigor for Quality Assurance. Our **Program Manager, Jack Curatelli, SR/WA, a Florida Licensed Real Estate Broker and Principal of FLAA**, is a top producing manager with over 30 years' experience with an extensive background in all right-of-way disciplines: acquisition, cost estimating, appraisal, relocation, title, property management, and condemnation suit preparation. He has managed numerous task-oriented contracts with multiple simultaneous tasks.

Jack shall, as Program Manager, manage and oversee assignments. As the need arises, and the work program dictates, Jack shall assist the Project / Task Manager(s) with their production assignments, mobilization, allocation of resources, and process development and/or directly perform acquisition / negotiations, relocation, cost estimating production and subconsultant contract management. The Project / Task Manager(s) shall be responsible for the day-to-day production duties and the conduct of the work. The Project / Task Manager(s) will be assisted by the Quality Assurance / Quality Control Team, to include: Nick Bowman, CPM, 30-year right of way veteran and former Turnpike Right of Way Deputy and Joseph Blair, MBA as a 28-year R/W veteran will coordinate QC/QA. Joe shall assist Jack in the mobilization of any task necessary with the contract. He has managed programs from PennDOT to FDOT and worked extensively on the FDOT District Seven 250 parcel I-4 Ybor City project as well as the 4,000 parcel City of Riviera Beach CRA project with FLAA. This highly experienced group shall ensure that all of Collier County's projects meet quality standards, and any federally funded projects are URA compliant. We shall coordinate with our staff and subconsultants to ensure all tasked elements are conducted in the most efficient, cost-effective manner. We identified several other key Task Managers/Senior Agents in this submission that shall assist the management team in mobilizing the program and conducting the work like David Montalvo, a key agent and contract manager, Paul Edgington, Senior Agent resides in Bonita Springs and is long time FDOT District One manager responsible for the Lee and Collier County area and worked with Jack Curatelli on the I-75 Alligator Alley Project, among others.

Upon receipt of Collier County's notice to proceed for a specific task authorization, FLAA's management team, led by our Program Manager, will undertake the following actions unless additional actions are specified in the letter of authorization:

- ◆ We shall stage, as appropriate, a project or task kickoff meeting with all relevant entities – Collier County, FLAA and necessary subconsultants – to establish task responsibilities, clear lines of communication, protocol, deliverables, report formats, due dates, production status reporting and frequency, and any other appropriate topics to ensure a quality product is delivered on time. When necessary, and as task authorizations dictate, we will mobilize in another fashion as appropriate.
- ◆ We shall provide constant communication to Collier County's Project Manager or designated staff member(s), conduct interim follow-up meetings, and provide production status reporting periodically. We shall also provide any necessary database input as dictated by the contract, task authorization, or as deemed necessary by the Project Manager.
- ◆ We shall make available our Program Manager and Project / Task Manager(s) for any project decisions. Our staff shall be available for hearings, appeals, and court-related matters in support of eminent domain.

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◆ FLAA has developed several project production databases. Specifically, Joe brings multi-relational database and status reporting system experience that can track multiple projects. He is also capable of developing data fields that improve production reporting and can be utilized for "Auto-fill," hastening and enhancing the QC/QA process. Depending on the client's needs, we can have it posted on our website at [www.flaa.com](http://www.flaa.com) or our SharePoint site to display our current status of the project and enable password holders to access particular data and parcel information; providing the most up to date information to our client. Data may be manipulated in many ways to provide reports that target only the information the County wishes to review, thereby saving time and effort. For example, a report that shows the parcels that have settled but not closed, showing the projected closing dates. A report that lists parcels projected to close in Q2 2021 with the dollars required for closing would assist the County in planning for funding requirements. All data is inter-relational and can be compared for any custom reporting needs.

## **ACQUISITION**

### **a. Environmental Phase 1 Assessment**

FLAA shall support the Environmental Consultant responsible for the Phase 1 Assessment as/if required. FLAA has a long-standing relationship with ACT who we shall discuss in Tab 4 as an environmental subconsultant. FLAA shall in its typical fashion, whether conducting acquisition or relocation activities, always conduct site inspections and note any potentially hazardous waste or suspected contamination that may exist on site. FLAA shall notify Collier County immediately upon its identification of the suspected issue and document the condition.

### **b. Negotiations**

FLAA's Project/Task managers and staff have long maintained that one of the core objectives to a successful project is the achievement and maintenance of a high negotiated settlement rate. FLAA's efforts in land acquisition negotiations on behalf of Collier County focuses on several critical objectives:

- ◆ Acquire title to all the project parcels on a schedule consistent with the completion dates contained within Collier County Work Program Administration system.
- ◆ Achieve a maximum negotiated settlement rate utilizing innovative approaches and our prior extensive and local experience and network of contacts.
- ◆ Acquire all properties at the least possible cost to the taxpayer while maintaining the objectives of Collier County.

In the event we are provided formal parcels to conduct negotiations, we will provide all necessary notices and conduct all of our actions in accordance with Chapters 73, 74 and 337 F.S. as well as all Collier County right of way scope requirements to ensure "good faith" negotiations while maintaining the integrity of Collier County's production schedule. We are intimately familiar with House Bill 591, which mandated the revisions of Chapter's, 73.015 and 337.27 which dictate the way property owner notification and negotiations are conducted. FLAA will ensure that the Initiation of Negotiations (IN) and all subsequent negotiations comply with all good faith requirements and all efforts towards an amicable settlement are exhausted before recommending suit. We will provide the following in addition to your regular scope requirements:

- ◆ Verification of ownerships and addresses, followed by 591 Notification letters being delivered to all affected property owners and business tenants, informing them of the project and their rights under Florida Statutes.
- ◆ Follow-up calls will be made to property owners and business tenants to answer questions and begin securing subordinate interest information.
- ◆ Update address list for property owners and business tenants will be provided to Collier County every time a new batch of 591 Notification letters are delivered.
- ◆ Business owners will be contacted and interviews scheduled from which data can be compiled thus enabling Collier County to determine eligibility for business damages or potential business damage claims, and FLAA will share this information with Collier County's appraisal section to ensure proper approaches.
- ◆ Secure financial documentation from affected business owners to prepare business damage reports.

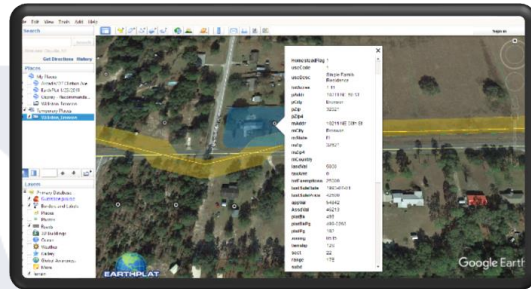
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- ◆ Provide an environmental evaluation. We shall inspect each parcel for environmental contamination and, when necessary, prepare a memorandum to Collier County's Secretary seeking approval to acquire any parcel with identified or potential environmental contamination. A formal Phase 1 assessment shall be performed by an environmental consultant under a separate contract as identified by Collier County.
- ◆ Initiate negotiations upon receipt of Collier County approved appraisal.

The coronavirus pandemic served to highlight what FLAA has always known – technology can be leveraged to enable successful right of way. We all acknowledge that transportation, and infrastructure in general, is an essential business. But FLAA was prepared to engage, and successfully maintained production on, several projects while sheltering in place due to earlier implementation of internet-based technologies. We continue to accomplish this by leveraging the ever-improving strengths of SharePoint, OneDrive, and Teams as central components to FLAA's infrastructure. FLAA managers and agents can remotely communicate, access, and share critical information from the field with our streamlined workflow. Our goal remains to be always available to our client and efficient in our processes. Additional technologies employed include remote online notary capabilities, familiarity with Simplifile for e-recording, and using state-wide GIS service Earthplat to develop Google Earth KMZ complete with property appraiser data.



### c. Business Damages Reports, Review, Negotiations

FLAA is thoroughly familiar not only with F.S. Chapters 73.015 and 73.071, including all procedures pursuant to HB 591 business damage eligibility requirements, identification, notice, application, report and claim submittals and time frames necessary for Business Damage claims. Our experience with negotiation, mediation, contracting subconsultants, and administration of subcontracts with highly qualified CPAs enhances our negotiated settlement rate and savings to Collier County. We are available to assist in any business damage capacity.

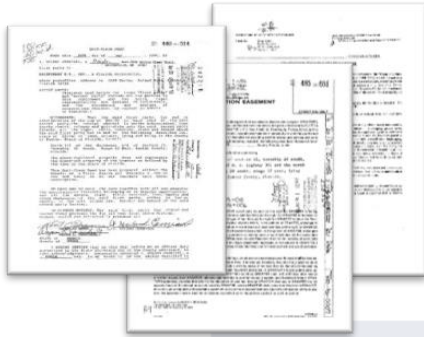
If the business owner makes a legitimate claim within the 180 day time frame and the owner is actually determined to be eligible and after Collier County review of the owners business damage report, FLAA will make a good faith written counter offer to settle the business damages within 120 days of receipt of the business owner's claim pursuant to the State and Collier County requirements. We routinely track all notices, claims, offers, and counteroffers and keep Collier County Project Manager and Legal apprised of the statutory requirements. A copy of a sample tracking spread sheet was identified earlier and is included in our standard status reports. FLAA shall provide Collier County with all necessary support to administer, negotiate, settle, close and or otherwise defend claims for business damages.

#### d. Best and Final Offers, Settlements and Closings

Every attempt will be made to secure owners' agreements and settlements at the approved, appraised value. In those cases, in which this is not possible, all counteroffers from property owners or their duly authorized representatives will be presented to Collier County for their consideration. If deemed appropriate, Best Offer worksheets and written settlement recommendations will be submitted to Collier County Project Manager for review and approval and FLAA will make a presentation and provide any other documentation to properly inform Collier County's Best and Final Offer Committee for consideration and determination.

Upon reaching a settlement, we shall prepare the closing documents, check for delinquent property taxes, order the prorated tax calculations from the County Revenue Collectors Office, and request the warrants. Twenty four (24) hours prior to the scheduled closing, a gap title search will be performed, the parcel file will be double-checked to ensure that all encumbrances have been satisfied, and the parcel shall be physically inspected to ascertain if there are any new interests. Only at that point shall a closing occur.

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FLAA shall conduct all closings according to all Collier County and Statutory requirements including the URA procedure as Federal Funding dictates. All instruments shall be recorded within forty-eight (48) hours of closing. As appropriate, a 30-day notice to vacate letter shall be issued at closing and the real property inventory shall be completed the same day. Collier County shall be notified of the closing immediately and as soon as the recorded instruments are received back from the County, a closing completion package shall be assembled and transmitted to Collier County Project Manager.

In those cases, in which property owners do not appear amenable to a donation or reasonable settlement amount, FLAA recommends that Collier County continue with an aggressive pre-suit mediation or settlement conference strategy. We stand prepared to take whatever actions may be necessary to coordinate settlement sessions and present Collier County position at the settlement hearing or mediation.

Subsequent to the completion of all acquisition activities on a given parcel, the agent's working file will be thoroughly reviewed, retired, and transmitted within forty-five (45) days of title transfer to Collier County Project Manager for approval of file retirement.

**e. Suit Preparation, Litigation Document Production, Legal Support**

In those cases, in which negotiated settlements cannot be reached, condemnation procedures will be initiated. As required in the Scope of Services, we are equipped to, and experienced in, assembling condemnation lawsuits on behalf of governmental agencies. The area of Suit Preparation has been one of the essential elements in our offering of complete "turnkey" right of way services as Jack Curatelli, SR/WA, is a former FDOT District 4 Suit Coordinator.

We shall provide the necessary title search updates two days prior to suit submission. We will provide as tasked all necessary legal pleading, notices, administrative support, and photocopying to ensure proper eminent domain lawsuit filing as well as make Order of Taking Deposits.

We will also provide accurate tracking and scheduling control, another essential element in suit coordination. Logging requests, monitoring deliverables (i.e., marked maps, legal, resolutions, etc.) and prompting agents/administrators is vital to an efficient and timely sequence of events. Accuracy and completeness of information are also the keys to avoiding delays in initiating the litigation. FLAA's research experience with Countywide Suit programs, together with open communication between the Consultant/Collier County agent and suit coordinator, make it possible for us to locate and supply necessary information for a complete and thorough work product.

**Cost Estimating Services**

Our technical approach to conducting cost estimates is derived from one single goal -- to establish the most probable dollar costs given the scope of parameters pursuant to Collier County Right of Way Cost Estimate Guidelines and Procedures, as well as FLAA's own Right of Way Procedures Manual for Cost Estimating. We intend to achieve this goal by evaluating the assignments from all the perspectives of a right of way acquisition program and the total right of way cost estimate, i.e. Right of Way Support Costs Right of Way Land, Right of Way Operations Costs Right of Way Consultant Costs and Relocation Costs. FLAA staff, having provided 100s of cost estimates for PD&E and Design jobs for Hillsborough County's Transportation Task Force as well as recent CIP intersection projects including FDOT Districts One, Two, Three, Four, Five Six, Seven, are acutely familiar with the process of alternative analysis. We have automated our own cost estimate program or can adapt the County's formats and make it your own. Our approach to your services will be simple, well thought out, and coordinated. First, upon the issuance of a Task Work Authorization by Collier County, a meeting will be scheduled with our Program Manager and cost estimating team to define the purpose and stage, and to determine if the estimate is conceptual, preliminary, or final.

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We shall then convene with the PD&E staff, as deemed necessary. Also present will be representatives from FLAA and any other subconsultants nominated herein as may be appropriate. FLAA has included Carroll & Carroll Real Estate Appraisers, and will utilize Timothy W. Sunyog, MAI's proposed team of highly qualified, certified general appraisers to supplement the cost estimating data collection and or valuation process to support a reliable cost estimate.

Once the alignments have been identified, further study will define the types, quantities and nature of the parcels affected. Any specific cost estimating peculiarities or potential problems, which might be envisioned, will require the cost estimator to complete a field inspection. This field review also provides an opportunity to further clarify all property issues. This could have significant program cost reduction effects. Once the preliminary field review has been conducted and the initial preparations are completed, the next step will be to gather appropriate sales, listings and support data and quantify the parcel specific cost implications.

The entire corridor frontage will be researched, and sales data collected and sorted to be relied upon in establishing land values for the estimate. Concurrently, with this effort the process of researching and soliciting the local county and municipal building zoning codes and eminent domain ordinances will be undertaken. They will be carefully reviewed for issues which could have property value implications such as setbacks for signs, landscaping, parking, and buildings. The municipality's official code specifications for variance probabilities as a result of eminent domain will be researched, as will the unofficial statements by officials as to the complexity and likelihood of reestablishing the site. Since each county varies as to its setback and density enforcements as a result of road widenings, this area is critical in the approach that needs to be accounted for in the estimating process.

Often, the value of improvements will be determined via the Cost Approach relying on the Marshall and Swift Valuation Cost Handbook. Improvements, severance damages, and cost to cure values will be derived from the Marshall and Swift Handbook, as well as historical contractors' data. Severance damages associated with takes from vacant land will be derived through the market approach by adjusting comparable sales.

Business Damage Costs can be estimated in two fashions. We utilize a formula developed by FLAA's Jack Curatelli, SR/WA, which is based on Dunn & Bradstreet's "Industry Norms" according to Standard Industry Codes (SIC), multiplied by % Loss of Business for a Loss of Profit/Annum capitalized at 17% to 21% for 5 - 7 years. We may also utilize our subconsultant CPAs to provide estimates, at your request.

Whichever business damage cost estimate method is employed, it will be applied once the corridor has been analyzed for a determination of the quantity and types of existing business enterprises that may qualify. Average industry annual net incomes will be established based on the type and size of each business. The percentage of income loss from unusual circumstances such as zoning requirements, previously reviewed in the opening phases of work, will be considered, and factored as appropriate. The calculation of income loss will then be capitalized at agreed upon rates into perpetuity or the estimated duration of downtime as may be appropriate based on historical data.

Additional costs, such as demolition and relocation (on federal jobs) will come from a recent, historical "in-house" database. Our seasoned right-of-way professionals have been providing these services for decades.

#### **RECORDS MAINTENANCE**

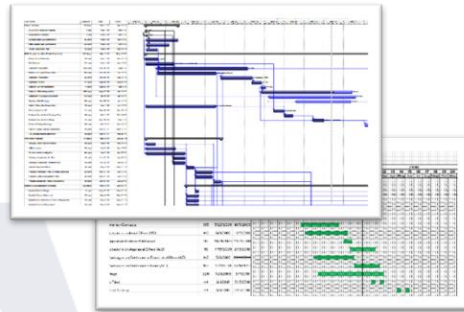
FLAA is very responsive to Collier County's need for accurate, timely and thorough records management. Highly qualified administrative staff currently conduct all in-house working file document filing, prepare all original documents for transmittal to our clients and bring to the attention of the Project Manager any records maintenance issues or procedures which need to be brought to the attention of the field specialists for compliance or correction. Furthermore, all specialists are instructed on a regular basis as to the records maintenance filing and distribution procedures. We will provide bi-weekly original records transmittal by either courier or Federal Express. File Retirement will be conducted well within 45 days of title transfer.

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Finally, the Project Manager is responsible for verifying all original documents transmitted to Collier County to ensure their inclusion into the permanent file. Our experience with day-to-day records management, documentation, and timely submittal is documented.

### **PRODUCTION CONTROL**

FLAA employs an integrated right of way production status reporting and controlling system on all right of way projects. It tracks and forecasts strategic milestones for each parcel from NTP to right of way clear. FLAA will tailor its system to meet the specific needs of the task. As indicated earlier, our production status reporting is in real time and posted as records management documents are completed. We look forward to showcasing the system. We will, as we have in the past, input all necessary production milestones as assigned.



Coordination, communication, and commitment are three (3) critical aspects, which ensure the ultimate success of each task. Our commitment to coordination and information dissemination is recognized statewide. Control of tasks from both a scheduling and budgeting standpoint will be accomplished by the utilization of proven methods, such as, our Production Status Report, Business Damage Status Report, Quality Assurance Appraisal Status Report, Suit Status Report and Project Schedule which we have attached here as samples. Depending on the tasks, we have several other tracking and milestone reports to ensure a quality project is completed on time and under budget. Those other reports are as follows: Right of Way Control Report, Overall and County Physical Progress, Relocation Status Report, Subcontract Log, and Property Management Status Reports (i.e., lease aging, demolition/asbestos).

FLAA, through project experience, recognizes the need to both control and monitor all fast track right of way production activities. Management must be able to highlight problem areas in advance so solutions can be timely and focused. For the demonstrated examples enumerated above, FLAA has the proven track record typifying the type of right of way firm that Collier County is looking to rely on during peak periods of production. Simply stated, we have the manpower resources, technical wherewithal, infrastructure, and the management systems in place and are ready for Collier County to engage our services.

### **QUALITY ASSURANCE PROGRAM**

FLAA believes that utilization of an efficient QC/QA program is fundamental to the success of any project. We realize the exacting standards of document accuracy that Collier County requires, and we are committed to meeting and exceeding your expectations in this regard. We understand that the higher the quality of our documents, the easier it is for you to supervise our activities. We want to minimize the time that Collier County managers spend scrutinizing FLAA's deliverables. **Nick Bowman, CPM, FCCM**, is our proposed production QC/QA manager to ensure the QA plan is implemented.

***To this end, we are proud to say that we have overhauled our internal QC/QA system.*** Every one of our deliverable documents is now subject to two stages of review by qualified technical professionals. If an FLAA acquisition agent is preparing an offer package, our project manager provides them with a checklist of the documents that you expect to see, in the order that you expect to see them. The agent then submits the completed package to an administrative assistant (AA) who maintains a Document Tracking Spreadsheet (DTS). The AA logs the package and forwards it to a qualified and experienced acquisition agent for QC. Our QC agent then reviews each page of the package, checking math carefully and ensuring that all document details are correct. Any requested changes are noted on the cover sheet and then the package is returned to the AA. The AA then logs the package and returns it to the originator for changes. This process is repeated until the AA is in the possession of a "perfect", reviewed package. Now the AA forwards the package to the nominated project/task manager for QA and once again logs the progress of the package on the document tracking spreadsheet. ***The manager performing QA of each acquisition offer package is always a highly experienced practitioner in acquisition. The manager performing QA of each relocation packages is always highly experienced practitioner in relocation.***

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All the documents are checked for procedural compliance and accuracy. The QC/QA manager makes sure that the QC agent followed our protocol exactly. After signing off on the package, the QC/QA manager returns it to the AA where it is logged and returned to the originator.

We have tested this process and found it to be highly efficient. It retains the three-stage process utilized by some of our competitors. However, the other comprehensive three-stage processes are slow because a busy QC or QA reviewer will tend to keep the documents longer than necessary. FLAA's system utilizes the QA as an engine to ensure that your package does not remain in the QC stage for more than two days and in the QA for more than one. Speed is thus introduced as a compliment to accuracy. FLAA can always tell you where an expected package or document is in our system and can always provide you with an accurate delivery date. The result is more efficient production. Of course, your individual requirements, such as paper calculator receipts showing the math used for relocation claims, can be easily incorporated into our QC/QA checklists. FLAA insists that both the QC and QA reviewer are technically superior managers or senior agents in acquisition or relocation, as appropriate. We believe that we are the only firm to make this commitment.

When overhauling our QC/QA system, FLAA's leaders agreed that contact records are the first things to suffer when a project is expedited, or an agent goes through a production peak. We intend to provide you with the best parcel contact records of any consultant firm. To this end, FLAA's administrative assistants print out the contact records for every parcel on a project once a month and provide them to the project manager. **It is immediately apparent to the project manager if insufficient numbers of contact records are being written, or, more significantly, if insufficient contact with the property owners and displacees is occurring. This system also serves to provide the project manager with a detailed monthly briefing on each parcel.**

Another significant aspect of our system is our program of internal QC/QA audits. Every three months from the date we receive NTP or task authorization, our QC/QA manager schedules an internal file audit. On that date, all the parcel files and our project manager's project file are presented to the QC/QA manager for systematic checking. A QC/QA audit checklist is completed and can be made available for discussion with your manager, at your discretion. **No other consultant firm engages in systematic three-month internal audits of all parcel files.**

The results of this tested system are faster document turnaround times, closer procedural compliance, and extremely well-organized files. Our aim is to avoid submitting documents to you that must be returned due to inaccuracies. Management of FLAA's acquisition and relocation efforts will be very easy for you.

Of course, FLAA prepares and/or coordinates with Collier County to have prepared the Production Status Reports (PSRs) together with our own internal PSR. Our project managers update the PSRs daily. They keep the PSRs in front of them as the most important tool for constant project management. Unusually, in the consultant sector, they also utilize the comments sections to provide direction to acquisition and relocation agents.

All the activities required by Florida statutes are performed by FLAA utilizing our QC/QA process as needed:

- ◆ Title Report and Legal Descriptions (entered in the Document Tracking Spreadsheet (DTS), checked by two agents)
- ◆ Legal Descriptions (entered in DTS; scanned for closure utilizing special computer software purchased by FLAA)
- ◆ 591 Notification (green cards and packages tracked with DTS; all packages subject to full three-stage review)
- ◆ Offer Packages (tracked with DTS; all packages subject to full three-stage review)
- ◆ Agreement Packages (tracked with DTS; all Settlement Justifications scrutinized by QC and QA reviews, both of whom are technical experts)
- ◆ Suit Packages (tracked with DTS; our agents communicate closely with Collier County Suit Coordinator, the three-stage QC/QA process follows. *Our suit QA reviewer is a previous FDOT D4 suit coordinator.*)
- ◆ Closing Packages (entered in DTS; checked by two agents).
- ◆ File Retirement (the final internal audit is completed immediately prior to delivery to you. We think you'll find FLAA's delivered files to be quantifiably better than any that you've seen before).

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### **SUBCONSULTANT MANAGEMENT**

Under this Countywide contracting method, Collier County's Project Manager can be assured that all their task assignments requiring the services of subconsultants will be administered and controlled by FLAA as your Prime Consultant. This approach will alleviate the County's burden of coordinating the activities of numerous subconsultants, as FLAA shall seamlessly handle this responsibility. FLAA has a proven track record in the successful administration of subconsultants such as Carroll & Carroll. This key element provides the nucleus for well-coordinated task assignments.

In support of the appraisal process, cost estimating, cost to cures or special purpose studies land planning, architectural and traffic studies will be arranged as needed. Due to the limited nature of this submission we shall not elaborate on the uses and application of these services, but we shall provide recommendations for known and trusted firms that can be utilized to accomplish any surplus or out of scope assignments.

### **LOCATIONS**

FLAA is headquartered in Tampa, Florida, situated with near immediate access to I-75 for near direct line of travel to Collier County. Additionally, FLAA maintains a field office and branch location in Lakeland, Florida and Tallahassee, Florida for projects and assignments, as needed. Our managers and agents reside and work across the state, providing core acquisition and additional services for numerous clients. This includes three staff embedded with FDOT, District 6 in Miami, FL, and Senior Agents in the Palm Beach area providing support on an FDOT, District 4 task.

Carroll & Carroll Real Estate Appraisers, as proposed subconsultants, maintain a local office at 2805 Horseshoe Drive, South, Suite 1, Naples, Florida. FLAA and Carroll & Carroll have arranged for shared space to ensure FLAA is able to work within their office for the purposes of meeting the County's needs on specific task assignments. Additionally, their location and familiarity with the local area will greatly enhance FLAA's ability to provide quality work product and responsiveness to the County's needs.

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#### **EVALUATION CRITERIA NO. 4: COST OF SERVICES TO THE COUNTY**

FLAA maintains competitive hourly rates that are commensurate with the vast experience of each of our employees and the industry. Our cost savings stem primarily from our streamlined efficiencies, expert management, and available staff.

Hourly Rate schedule:

|                                                            |          |
|------------------------------------------------------------|----------|
| Principal .....                                            | \$135.00 |
| Project Manager .....                                      | \$125.00 |
| Real Estate Appraiser (State Certified General) .....      | \$125.00 |
| Senior (Property Acquisition Specialist – R/W Agent) ..... | \$115.00 |
| Staff (Property Acquisition Specialist – R/W Agent) .....  | \$105.00 |
| Administrative Assistant / Clerical .....                  | \$ 45.00 |

Per the RFP, this initial pricing is included for evaluation purposes. Pricing is inclusive of all costs but is subject to change during negotiations. However, FLAA is committed to meeting the needs of the County and ensuring expert services are provided regardless of the final negotiations.

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#### EVALUATION CRITERIA NO. 5: EXPERIENCE AND CAPACITY OF THE FIRM

FLAA is a Florida-based real estate Broker, headquartered in Tampa. With over 25 years providing quality right of way consultant services, FLAA is one of only a few firms in the state pre-qualified by the FDOT to provide all segments of right of way services: Group 21 (Acquisition, Negotiations, Closing, Order of Taking), Group 24 (Acquisition Relocation Assistance), and Group 25 (Right of Way Clearing and Leasing). FLAA was also prequalified in Group 20 (Appraisal & Appraisal Review), until the Work Group was eliminated by FDOT. Additionally, FLAA is registered and certified as a Small Business with FDOT, Hillsborough County, Pinellas County, City of Tampa, and Port Tampa Bay.

FLAA is wholly committed to Collier County's work program and shall provide the necessary qualified personnel to accomplish any assignment that may arise from this contract. FLAA principals and staff take pride in their diversity of experience, knowledge of and responsibility for the successful management and production of some of the largest state and federal real estate acquisition and relocation programs ever undertaken. Some of these projects are: I-275 Presbyterian Village (Relocation assistance), I-4 Ybor City, I-595 Port Everglades Expressway, I-75 Alligator Alley, Suncoast Parkway, Polk County Parkway and the Florida High Speed Rail to name a few. FLAA consistently achieves an 85% negotiated settlement rate. Particularly noteworthy are the firm's Capital Circle/FAMU Way/Magnolia Drive for Blueprint Intergovernmental Agency (City of Tallahassee/Leon County) and the I-4 Ybor City project for FDOT District 7 in Tampa. This high profile FDOT project included a total of 221 acquisition and 130 last resort relocation parcels, with FLAA settling 188 parcels avoiding costly litigation.

As mentioned, **Jack Curatelli, SR/WA**, Principal of FLAA and proposed Program Manager for this contract, has over 30 years' experience providing right of way services throughout the State of Florida and beyond. He is a former FDOT, District 4 Suit Coordinator and worked on some of the largest acquisition projects in the State, to include serving as Operations Acquisition Administrator for the I-75 Alligator Alley project involving over 1,200 parcels. Jack previously managed and supported the acquisition of over 200 parcels in Collier and Lee Counties as part of FPL's Collier-Orange #3 230kV project. Notably, Jack managed the Livingston Road MSTU for Collier County and also managed more than 40 FDOT Districtwide Contracts to include full service right of way; property management surplus property inventory, Right of Way Cost Estimating as well as 5 consistently renewed Continuing Services Contracts for District 6. Currently, he is completing the management of Pipkin Road for Polk County which consists of 60 parcels.

**Joe Blair, MBA**, as FLAA's Project Manager, has spent over 28 years providing right of way services in Florida and Pennsylvania for both DOTs and as a consultant. As previously mentioned, Joe has worked closely with Jack and FLAA on multiple occasions, to include as an acquisition agent and Relocation Administrator for FDOT District 7's I-4 Ybor City project. Joe also managed the very successful US-1 Broadway project in West Palm Beach for FDOT District 4.

**Ben Ward, SR/WA**, is a task manager and senior right of way agent in the State of Florida who has served on public real estate projects for over 33 years. Ben possesses proven experience in acquisition negotiations for fee simple, various easement interests, and other land interests. He has implemented relocation assistance programs and performed property management activities. Ben has served as an in-field agent, project manager, and program/division manager. His corporate experience includes senior leadership, practice marketing, staffing, corporate team building, budgeting, and accounting. He has working knowledge of State and Federal right of way policies and procedures, including the Uniform Relocation Act.

**David Montalvo** is a 17-year military paralegal veteran and right of way agent. David is set to provide contract management and acquisition negotiations for voluntary and condemnation projects. His most recent experience includes providing voluntary acquisition negotiations for the City of Lakeland's Lake Parker Tributary Swamp project and Polk County's acquisition for West Pipkin Road Widening (West and East segments) conducted under the threat of condemnation, but he has also worked on multiple other FDOT and municipal projects.

**Nick Bowman** is a Florida Real Estate Broker with 26 years of right of way experience and 20 years of project management experience. From 2014-2019, he was an FDOT Turnpike Enterprise Deputy District Right of Way Manager / Production. Prior

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to his FDOT service, Nick had 20 years of experience as an FDOT right of way consultant with a successful track record managing and delivering complex right of way projects for more than 30 clients. Projects he has managed have resulted in pre-suit negotiated settlement rates of 93%, 95% and 100%.

FLAA's current workload includes the following contracts, but it is critical to note that most of these tasks and contracts are scheduled for completion between the end of 2020 and the second quarter of 2021. These projects will not interfere with FLAA's commitment to Collier County's work program.

**Polk County:** Acquisition Services. Task 1&2 completion end of 2020. On-call contract ends 2024. No additional tasks scheduled.

**City of Lakeland:** Right of Way Acquisition Services. Task 3 completion end 2020. On-call contract end mid-2021. No additional tasks anticipated.

**FDOT, District 4:** Right of Way Consultant Services. Task 3 Acquisition Services. On-call contract end mid-2021. No additional tasks anticipated.

**FDOT, District 6:** Districtwide Right of Way Acquisition & Relocation Consultant Services. Currently providing embedded staff at FDOT, District 6's. FLAA has provided these services for 10 years, contract end-2021. No additional tasks anticipated.

**U.S. Coast Guard:** Architect/Engineering Services for Station Yankeetown. Subconsultant to TranSystems for Real Estate Site Analysis, Appraisal, Title, and Acquisition Services. Project completion by early-2021. No additional tasks anticipated.

**Hillsborough County:** East 131<sup>st</sup> Avenue Improvements PD&E. Subconsultant to HNTB for Cost Estimating. to begin by the end-2020 and be completed by mid-2021. No additional tasks anticipated.

**Hillsborough County:** Tampa Bypass Canal Trail. Subconsultant to RK&K for Cost Estimating on LAP project. Expected to begin by end-2020 and be completed by mid-2021. No additional tasks anticipated.

**Manatee County:** Land Acquisition and Relocation Services. On-call contract, Right of Way Support Services ends in mid-2024 but has not been tasked. No additional tasks anticipated.

**City of Tallahassee:** Right of Way Acquisition Services. On-call contract ends mid-2022. FLAA has not been tasked or provided a timeline for assignment. No tasks anticipated.

**M-CORES:** Heartland Corridor Southwest Central. Subconsultant to HNTB, Program Management. Not tasked or provided a timeline for assignment and do not anticipate this contract interfering with our commitment to Osceola County.

**M-CORES:** Appraisal Services. Approved vendor list, Appraisal Services as needed. Not tasked or provided a timeline for assignment and do not anticipate this contract interfering with our commitment to Osceola County.

**FDOT, District 1:** Bradenton-Palmetto Connector. Subconsultant to TranSystems for Cost Estimating for PD&E project. Not tasked or provided a timeline for assignment and do not anticipate conflict with Osceola County.

**FDOT, District 3:** Right of Way Acquisition/Relocation Services Consultant. Subconsultant to Keystone Field Services for Relocation Assistance, On-call contract, Prime's contract to expire by 2023. No anticipated conflict with Osceola County

**City of North Port:** General Engineering Services. Subconsultant to American Consultant Professionals and Kisinger Campo & Associates for On-call support to the City. No anticipated conflict with our commitment to Osceola County.

**South Florida Rail Transit Authority:** General Planning Consultant Services. Subconsultant to T.Y. Lin for On-call contract expected to expire in 2024. FLAA has not been tasked or provided a timeline for assignment. No tasks anticipated.

**Pinellas County:** Transportation Professional Engineering Services. Subconsultant to JMT for On-call contract Cost Estimating and Acquisition services, as needed. Not tasked or provided a timeline for assignment.

**Pinellas Suncoast Transit Authority:** Central Avenue Bus Rapid Transit (BRT) Transit Oriented Development (TOD) Strategic Plan. Subconsultant to Kimley-Horn Program Management-oriented contract. Not tasked or provided a timeline for assignment and do not anticipate this contract interfering with our commitment to Osceola County.

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**City of Sarasota:** Consulting Services Related to ROW Roadside Projects. Subconsultant to Kisinger Campo & Associates for Right of Way Support for On-call contract. Not tasked or provided a timeline for assignment no anticipated conflict.

FLAA's extensive corporate experience is outlined in our Corporate Profile as follows:

- ◆ BUCKEYE PARTNERS, LP (EVERGLADES PIPELINE CO.): Fort Lauderdale Jet Fuel Pipeline – Turn-key Project Management including Acquisition, Negotiations, Title, Appraisal, and Right of Way Cost Estimating Services
- ◆ CITY OF CHARLOTTE (NORTH CAROLINA): Right of Way Acquisition and Relocation Services
- ◆ CITY OF CLEARWATER: Floodplain Restoration for the Friendly Village of Kapok (Florida Forever Priority List #01-015-Ff1): Acquisition, Relocation, Property Management, Demolition and Disposition Services
- ◆ CITY OF CORAL GABLES/Kittelson & Associates: Multimodal Transportation Planning and Engineering Consulting Services (2018)
- ◆ CITY OF LAKE LAND: Continuing Contract and Agreement for Right of Way Acquisition Professional Services (2006, 2011, 2016)
- ◆ CITY OF LAKE LAND: Brunnell Parkway – acquisition of voluntary perpetual easements for sidewalk development and improvement.
- ◆ CITY OF LAKE LAND/LAKE LAND ELECTRIC: Turnkey Right of Way Services for Kathleen Road Widening Project
- ◆ CITY OF NORTH PORT: Sumter Boulevard/Price Boulevard Phase IIIA Widening (2012-2013)
- ◆ CITY OF NORTH PORT: Land Acquisition for Monument Relocation and Access to Water Control Structures (2014)
- ◆ CITY OF NORTH PORT: Price Boulevard Appraisal and Acquisition Services (2016)
- ◆ CITY OF ORMOND BEACH: Real Estate Acquisition Services
- ◆ CITY OF TALLAHASSEE: General Right of Way Real Estate Services (2017)
- ◆ CITY OF TALLAHASSEE/LEON COUNTY/BLUEPRINT 2000/Kimley-Horn: Capital Circle SW PD&E – Right of Way Cost Estimate and Conceptual Stage Relocation Plan
- ◆ CITY OF TALLAHASSEE/LEON COUNTY/BLUEPRINT 2000 nka BLUEPRINT INTERGOVERNMENTAL AGENCY: Capital Circle Southeast (Initial Segment) – Centerview to Connie Drive; Capital Circle Southeast (E1) – Connie Drive to Tram Road; Capital Circle Southeast (E2) – Tram Road to Woodville Highway; Capital Circle NW/SW (N2) – Tanglewood Estates; Capital Circle NW/SW (N2) – Tennessee Street to Orange Avenue; Capital Circle Southwest PD&E – Right of Way Cost Estimate; Capital Cascades & Van Buren Properties; Broadmoor Estates Mobile Home Park (Pond); Capital Circle NW/SW (N2); Capital Cascades Trail; FAMU Way Extension – Phase 1, 2 and 3, and Magnolia Drive; Property Management & Demolition Contracting Services on going for the last ten years plus to 2019
- ◆ DUKE ENERGY/BURNS & MCDONNELL: Master Services Agreement for Land Acquisition Services (2018)
- ◆ FDOT, DISTRICT 1: District-wide Acquisition and Relocation Services
- ◆ FDOT, DISTRICT 1: SR-542 from 1<sup>st</sup> Street to Buckeye Loop, Winter Haven
- ◆ FDOT, DISTRICT 1: US-17 from South of West 9<sup>th</sup> Street to North of West 3<sup>rd</sup> Street, Zolfo Springs
- ◆ FDOT, DISTRICT 1/Manatee County: Local Agency Program (LAP) Remediation Project
- ◆ FDOT, DISTRICT 1/URS Corporation Southern: District-wide Environmental Management Office (DEMO): Full Service Professional Right of Way Services
- ◆ FDOT, DISTRICT 3/Keystone Field Services: District-wide Right of Way Acquisition, Property Management and Relocation Services (2018)
- ◆ FDOT, DISTRICT 3/RS&H: SR 30 (US 98) PD&E Study – Conceptual Stage Relocation Plans (CSRP) & Cost Estimating
- ◆ FDOT, DISTRICT 3/RS&H: Pensacola Bay Bridge PD&E – Conceptual Stage Relocation Plans (CSRP) for Alternatives
- ◆ FDOT, DISTRICT 4: District-wide Relocation & Acquisition Services (2016) – Continuing Services
- ◆ FDOT, DISTRICT 4: District-wide Right of Way Acquisition and Relocation Services (2003)
- ◆ FDOT, DISTRICT 4: District-wide Right of Way Consultant Push Button Services – 2011 extended
- ◆ FDOT, DISTRICT 4: City of Port St. Lucie Crosstown Parkway Extension Relocation Remediation
- ◆ FDOT, DISTRICT 4: District-wide Suit Preparation Consultant Services – 2010 extended 2015
- ◆ FDOT, DISTRICT 4: District-wide Title Search Services
- ◆ FDOT, DISTRICT 4: (SOUTH FLORIDA RAIL/TRI-RAIL) Excess Surplus Property Disposal – Rail Corridor T

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*Request for Proposal, Solicitation No. 20-7778  
Right of Way Acquisition Services*

- ◆ FDOT, DISTRICT 5/Skanska-Granite-Lane, a Joint Venture (SGL): I-4 Ultimate Project – Design, Reconstruction, Operation, and Maintenance of 21 Miles of I-4 (2015-Present)
- ◆ FDOT, DISTRICT 6: District-wide Clearing & Leasing (2016-Present)
- ◆ FDOT, DISTRICT 6: District-wide Right of Way Acquisition & Relocation Consultant – Continuing Services Contract (2016-Present)
- ◆ FDOT, DISTRICT 6: District-wide Right of Way Acquisition & Relocation Consultant and Various support Services (2011-2016)
- ◆ FDOT, DISTRICT 6: Needs Assessment Survey, Krome Avenue (2014)
- ◆ FDOT, DISTRICT 7/H.W. LOCHNER, INC.: GEC Right of Way Support (2014)
- ◆ FDOT, DISTRICT 7: District-wide Acquisition and Relocation Services
- ◆ FDOT, DISTRICT 7: I-4 Ybor City – Acquisition, Relocation, Suit Preparation Services
- ◆ FDOT, DISTRICT 7: Title Search Services for Hillsborough County
- ◆ FDOT, DISTRICT 7/URS: Interstate Program Management – Full Service Professional Right of Way Services
- ◆ FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION: Real Estate Services
- ◆ FLORIDA GAS TRANSMISSION COMPANY LLC: General Services & Maintenance – Right of Way
- ◆ FLORIDA HIGH SPEED RAIL AUTHORITY/HNTB Corporation: Florida High Speed Rail Phase 1, Part 1 – Right of Way Program Manager/Cost Estimator
- ◆ FLORIDA RAIL ENTERPRISE (HIGH SPEED RAIL)/FDOT TURNPIKE DISTRICT/HNTB Corp./Wilbur Smith: Passenger Rail Program Management - Professional Right of Way Services
- ◆ FLORIDA POWER & LIGHT: Collier-Orange #3 230kV Project - Land Acquisition Services for Transmission Right of Way Acquisitions – Acquisition Services
- ◆ FLORIDA POWER & LIGHT: Bass Creek / Pensuko 230kV Transmission Real Estate Acquisition
- ◆ FLORIDA POWER & LIGHT: Pine Island Road 230kV and Substation Real Estate Acquisition
- ◆ FLORIDA POWER & LIGHT: Sprint Spectrum – Land Rights Acquisition, Title
- ◆ FLORIDA POWER & LIGHT: PrimeCo Personal Com – Land Rights Acquisition, Title
- ◆ FLORIDA POWER & LIGHT/Power Engineers: Miami Beach/Alton/Venetian Transmission Lines – Acquisition Services/Cost Estimating
- ◆ HILLSBOROUGH AREA REGIONAL TRANSIT AUTHORITY (HART): Voluntary Acquisition Services for the Access of East Columbus Drive and Facility Expansion Evaluation
- ◆ HILLSBOROUGH AREA REGIONAL TRANSIT AUTHORITY (HART)/Kimley-Horn: Miscellaneous Architectural/Engineering Services
- ◆ HILLSBOROUGH AREA REGIONAL TRANSIT AUTHORITY (HART)/Ayres & Associates: On-call Right of Way Services
- ◆ HILLSBOROUGH COUNTY/HMS South Swell and Kimley Horn: Tampa Bay Ferry Project (2019)
- ◆ HILLSBOROUGH COUNTY/ACE: Intersection Improvement Project; SR 60 (2019)
- ◆ HILLSBOROUGH COUNTY/JMT: Intersection Improvement Project; Himes Avenue and Bears Avenue (2019)
- ◆ HILLSBOROUGH COUNTY/Kimley-Horn: Upper Bay Tampa Trail PD&E from Peterson Park to Van Dyke Rd. (2019)
- ◆ HILLSBOROUGH COUNTY/Faller Davis: Van Dyke Widening – PD&E, Right of Way Cost Estimating, Appraisal and Acquisition (2018)
- ◆ HILLSBOROUGH COUNTY/Johnson, Mirmiran & Thompson: Miscellaneous Professional Right of Way and Consulting Services (2017)
- ◆ HILLSBOROUGH COUNTY/American Consulting Engineers: Lutz Lake Fern Road – Title Services
- ◆ HILLSBOROUGH COUNTY/Ayres & Associates: Miscellaneous Professional Engineering Services, General/Civil – Full Service Right of Way Services
- ◆ HILLSBOROUGH COUNTY/CPH Engineers, Inc.: Bell Shoals Road, 4-Laning Design from Fishhawk Blvd. to Bloomingdale Avenue In Hillsborough County – Title Services
- ◆ HILLSBOROUGH COUNTY/Jacobs Engineering: Miscellaneous Professional Engineering Services, General/Civil – Full Service Right of Way Services

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- ◆ HILLSBOROUGH COUNTY/HNTB: GEC Full Service Right of Way Management and Production, Transportation Task Force HILLSBOROUGH COUNTY/KCI Technologies: Gunn Highway – Title Services
- ◆ HILLSBOROUGH COUNTY/RTD Group: GEC Validation & Prioritization, Transportation Task Force
- ◆ HILLSBOROUGH COUNTY PUBLIC SCHOOLS: Real Estate Brokerage Services
- ◆ LAKE LAND AREA MASS TRANSIT DISTRICT/RS&H: Citrus Connection Program Management Team – Professional Right of Way Services
- ◆ LEE COUNTY TRANSIT AUTHORITY/Jacobs Engineering: Right of Way Consultant Services
- ◆ MANATEE COUNTY: Land Acquisition & Relocation Services (2010-2015)
- ◆ MANATEE COUNTY/URS Corporation Southern: Professional Services for Transportation Engineering – Full Service Professional Right of Way Services
- ◆ MARTIN COUNTY: Real Property Acquisition Services (Right of Way & Conservation)
- ◆ MISSISSIPPI DEPARTMENT OF TRANSPORTATION: Real Estate Master Agreement (2011)
- ◆ NORTH CAROLINA DEPARTMENT OF TRANSPORTATION: Statewide On-call Right of Way Consulting Services (2019)
- ◆ NORTH CAROLINA DEPARTMENT OF TRANSPORTATION: On-call Limited Right of Way Services (2017)
- ◆ NORTH CAROLINA DEPARTMENT OF TRANSPORTATION: Pre-qualified Right of Way Acquisition & Relocation Services Consultant On Call Contract - Old George Town Road, Brunswick County (Wilmington Division 3); Rail-Piedmont Improvement Double track Acquisition & Relocation (Kannapolis to Greensboro 2012) Division 6 Rail Division
- ◆ OHIO DEPARTMENT OF TRANSPORTATION: Statewide Right of Way Acquisition Services
- ◆ ORANGE COUNTY/WBQ: Shingle Creek Multi-Use Trail – Voluntary Acquisition (2012-2014)
- ◆ ORLANDO UTILITIES/Power Engineers, Inc.: General Right of Way Services – electric transmission line (2017)
- ◆ OSCEOLA COUNTY: Appraisal and Acquisition Services (2013).
- ◆ PASCO COUNTY: Right of Way Acquisition Services
- ◆ PASCO COUNTY: Clinton Avenue (Fort King Road to US 301) – Acquisition, Title & Suit Services
- ◆ PASCO COUNTY/American Consulting Engineers: CR54 (Eiland Boulevard) from US Hwy 301 to 23<sup>rd</sup> Street – Right of Way Cost Estimating Services
- ◆ PASCO COUNTY/King Engineering: SR 54, Hillsborough County Line to Gunn Highway – Cost Estimating and Title Services
- ◆ PASCO COUNTY/King Engineering: Central Pasco Water Systems Improvements – Land Acquisition Assistance Services
- ◆ PASCO COUNTY/King Engineering: Miscellaneous Land Acquisition Services for Rapid Infiltration Basins (RIB)
- ◆ PASCO COUNTY/King Engineering: Pasco Utilities North Central Transmission Mains – Land Acquisition Assistance Services
- ◆ PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY/King Engineering: Right of Way Acquisition Services for Regional Integrated Loop System Phase II, Sarasota, Charlotte and DeSoto Counties
- ◆ PEACE RIVER-MANASOTA REGIONAL WATER SUPPLY AUTHORITY/King Engineering: Regional Integrated Loop System Phase I – Route Study
- ◆ PEACE RIVER-MANASOTA REGIONAL WATER SUPPLY AUTHORITY/King Engineering: Regional Integrated Loop System Phase I, 3B, 3C – Acquisition and Owner Surveying
- ◆ PENNSYLVANIA DEPARTMENT OF TRANSPORTATION: Right of Way Acquisition Services
- ◆ PINELLAS COUNTY: Airport - Humberstone Property Trust – Acquisition Services
- ◆ PINELLAS COUNTY HOUSING AUTHORITY: Buyer's Broker Services
- ◆ PINELLAS SUNCOAST TRANSIT AUTHORITY/WSP (f/k/a Parsons Brinckerhoff): Real Estate and Right of Way Evaluation, Appraisal and Acquisition for GEC
- ◆ PINELLAS SUNCOAST TRANSIT AUTHORITY/HNTB Corporation: General Consultant Services (2018)
- ◆ POLK COUNTY: Real Property/Easement Acquisition and Right of Way Services (2019)
- ◆ POLK COUNTY: Acquisition Services Master Service Agreement
- ◆ POLK COUNTY: Lake Wilson Road – Right of Way Cost Estimating



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- ◆ POLK COUNTY: Full Service Right of Way Acquisition Services and Suit Preparation
- ◆ POLK COUNTY: Berkley Road Phase II & III – Acquisition Services and Suit Preparation
- ◆ POLK COUNTY: County Line Road – Acquisition Services and Suit Preparation
- ◆ POLK COUNTY: CR 542 (Avenue G NW) – Acquisition Services and Suit Preparation
- ◆ POLK COUNTY: CR 580 at Powerline Road – Acquisition Services and Suit Preparation
- ◆ POLK COUNTY: CR 655 at Eagle Lake Loop – Acquisition Services and Suit Preparation
- ◆ POLK COUNTY: Duff Road at US 98 Improvement Project – Acquisition Services and Suit Preparation
- ◆ POLK COUNTY: Ewell Road at Yates Road – Acquisition Services and Suit Preparation
- ◆ POLK COUNTY: Fitzgerald Road at Scott Lake Road Intersection – Acquisition of a complex parcel owned by a Homeowner's Association
- ◆ POLK COUNTY: NWRUSA Water System Improvements (Gibsonia-Galloway & Spivey Roads)
- ◆ POLK COUNTY: Kathleen Road CR-35A – Advance Acquisition Services and Suit Preparation
- ◆ POLK COUNTY: Kathleen Road CR-35A Phase II – Right of Way Acquisition Services and Suit Preparation
- ◆ POLK COUNTY/Faller Davis & Associates: Master Consulting Engineering Miscellaneous Drainage Projects – Acquisition Services and Suit Preparation
- ◆ PROGRESS ENERGY FLORIDA: Master Services Agreement for Right of Way Acquisition & Related Services
- ◆ PROGRESS ENERGY FLORIDA: Levy Baseload Transmission Project Acquisition Program Manager – Crystal River Nuclear Power Plant – 200 mile / 2,000 parcel easement acquisition
- ◆ REVOLUTION PIPELINE RESOURCES: Plains All American GP, LLC – Land and Right of Way (ROW) Acquisition Services Staffing
- ◆ REVOLUTION PIPELINE RESOURCES: Spectra Energy Transmission, LLC – Land & Right of Way Acquisition Services
- ◆ REVOLUTION PIPELINE RESOURCES: Copano Energy – R/W and Survey Mapping Services
- ◆ REVOLUTION PIPELINE RESOURCES: EPCO Holdings, Inc. (Enterprise Pipeline) – Land & Right of Way Acquisition Services and/or Staff
- ◆ REVOLUTION PIPELINE RESOURCES: Boardwalk Pipelines, L.P. – Land & Right of Way Acquisition Services Staffing
- ◆ REVOLUTION PIPELINE RESOURCES: DCP Midstream, L.P. – Land & Right of Way Acquisition Services
- ◆ RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (RBCRA): Acquisition and Property Management Consultant and Related Services
- ◆ SARASOTA COUNTY: Real Property Acquisition and Related Services
- ◆ SARASOTA COUNTY: Bay Street – Acquisition Services
- ◆ SARASOTA COUNTY: Colonial Lane Phase B – Acquisition Services
- ◆ SCHOOL BOARD OF SARASOTA COUNTY: Real Estate Brokerage Services
- ◆ SCHOOL DISTRICT OF HILLSBOROUGH COUNTY: Real Estate Brokerage Services
- ◆ SEMINOLE ELECTRIC COOPERATIVE, INC.: Various projects
- ◆ SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION: Acquisition Services (2003-2006)
- ◆ SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION: Acquisition Services (2007-2010)
- ◆ SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION: Colleton County–Walterboro Bypass – Full Service Appraisal and Acquisition/Relocation Services
- ◆ SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION: Spartanburg County–SR 295 – Full Service Appraisal and Acquisition/Relocation Services
- ◆ SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD): Monitor Well Site Acquisition Services
- ◆ ST. LUCIE COUNTY: Professional Engineering Services/Property Acquisition Services (2006)
- ◆ TBARTA/Jacobs – Tampa Bay Area Regional Transportation Authority Program Management Team: Regional Transit Master Plan for West Central Florida
- ◆ TBARTA/Jacobs – Tampa Bay Area Regional Transportation Authority, Pinellas County: Light Rail Corridor Alternatives Analysis

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- ◆ TBARTA/FDOT/Wilson Miller Stantec – Veterans Expressway/Suncoast Parkway Enhanced Transit (Light Rail/Bus Rapid Transit): Corridor Evaluation Study
- ◆ TAMPA BAY WATER AUTHORITY: As Needed Land Agent Consultant Services 2003-2005; 2005-2007; 2007-2009; 2009-Open
- ◆ TAMPA BAY WATER AUTHORITY: Land Acquisition for Property Redress at South Hillsborough County Water Use Permitted Monitor Wells
- ◆ TAMPA BAY WATER AUTHORITY: South Central Hillsborough Intertie Pipeline – Suit Information Preparation Services
- ◆ TAMPA BAY WATER AUTHORITY/Malcolm Pirnie, Inc.: South-Central Hillsborough Infrastructure Improvements – Title and Cost Estimating Services
- ◆ TAMPA BAY WATER AUTHORITY/Malcolm Pirnie, Inc.: South-Central Hillsborough Infrastructure Improvements – Acquisition, Negotiations, Suit Information, Appraisal and Title Services
- ◆ TAMPA BAY WATER AUTHORITY/Malcolm Pirnie, Inc.: Pasco Expansion Project Acquisition Services
- ◆ TAMPA BAY WATER AUTHORITY/Metzger-Willard/Corollo Engineers: Lithia Hydrogen Sulfide Removal Facility, Acquisition, Negotiations, Appraisal, Title and Closing Services
- ◆ TAMPA BAY WATER AUTHORITY/S&W Water: Desalination Plant Water Transmission Feeder Pipeline - Appraisal and Acquisition Services
- ◆ TAMPA BAY WATER AUTHORITY/HAZEN AND SAWYER, P.C.: Long Term Master Plan Update - Right of Way Services
- ◆ TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY/HNTB Corporation GEC: Acquisition Services
- ◆ TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY/RK&K: PD&E – Cost Estimating for S. Selmon Expressway
- ◆ TECO/KCI Technologies, Inc.: Title Services
- ◆ U.S. NAVY: Summerdale / Barin NOLF Relocation Project in Baldwin County, Alabama
- ◆ VOLUSIA COUNTY: As Needed Contract – Acquisition and Relocation Services

## **Florida Acquisition & Appraisal, Inc.**

### **Jack Curatelli, SR/WA (Program Manager)**

Jack Curatelli, SR/WA, a State of Florida and North Carolina Licensed Real Estate Broker, has more than 35 years of Right of Way real estate management and acquisition experience in public sector programs under the auspices of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended. As Principal Project Manager of Florida Acquisition & Appraisal, Inc., Jack has an extensive background in all right of way and real estate disciplines: acquisition, appraisal, relocation, property management and condemnation suit preparation in transportation, utilities and electric transmission. He has directed and managed some of the largest land acquisition programs in the State of Florida, such as the \$100 Million, 1200-parcel Alligator Alley/I-75 Project, one of FDOT's most successful projects. Jack managed the accelerated 221-parcel, 130-relocation I-4 (Ybor City) project for Florida Department of Transportation (FDOT) District 7 and completed the acquisitions and relocations within 30 months to secure Federal Funding for the entire I-4 downtown Tampa corridor. In addition, he managed such projects as the 318-parcel, 160-relocation US 41/Nebraska Avenue Project and other I-4 projects for FDOT. As part of Program Management teams, Jack manages, managed or provided production management on projects such as the Florida Rail Enterprise/Florida High Speed Rail Authority (initial PD&E/Design right of way cost estimate and impact analysis for Part 1, Phase 1, Tampa-to-Orlando route), TBARTA (Tampa Bay Area Regional Transportation Authority), Hillsborough County Transportation Task Force (5-7 year program development and 125 intersection right of way cost estimates), City of Tallahassee/Leon County BluePrint Intergovernmental Agency (five-year, 90% settlement acquisition incentive plan for Capital Circle) and the Tampa-Hillsborough County Expressway Authority (four-county "Beltway around Tampa Bay" route estimate). In addition, he directed or managed the FDOT Turnpike District's Suncoast (+400 acq/relocations) and Polk County Parkways, and Florida Power & Light's 200+ parcel 240kV Orange River Collier Project. Jack has also participated in, directed or managed other notable FDOT projects such as I-595 Port Everglades Expressway, the I-95 "Missing Link" and SR 540, as well as numerous County and/or City Projects in Hillsborough, Polk, Manatee, Sarasota, Hernando, Lakeland, Tallahassee/Leon, and North Port, among others. Jack also previously held the position of FDOT District 4 Lawsuit Coordinator in one of the most litigious regions in the State (South Florida).

#### **EDUCATION & CONTINUING EDUCATION (Selected)**

**Bachelor of Arts, Management/Finance (Double major):** University of South Florida, Tampa, FL, 1983  
**American Institute of Real Estate Appraisers (AIREA)** (6 courses);  
**International Right of Way Association (IRWA)** (16 courses) **Federal Highway Association's National Highway Institute (FHWA-NHI); Public Land Acquisitions & Mgmt Partnership** (2002 Conference) **Division of State Lands / FDOT and FDEP numerous seminars and classes as trainee and consulting**

#### **PROFESSIONAL REGISTRATIONS, CERTIFICATIONS & AFFILIATIONS (Selected)**

|                                                                |                                                                |
|----------------------------------------------------------------|----------------------------------------------------------------|
| <b>Senior R/W Agent</b> , IRWA: SR/WA Desig. No. 3935          | <b>Board Member</b> , Wildlands Forever Trust, Inc.            |
| <b>Real Estate Broker</b> , State of Florida: Lic. No. 0441552 | <b>President's Council</b> , University of South Florida       |
| <b>Member</b> , Association of Eminent Domain Professionals    | <b>Notary Public</b> , State of Florida                        |
| <b>Member</b> , American Society of Highway Engineers          | <b>Former Certified Special Master</b> - 1995 "Burt J. Harris" |
| <b>Former Trustee of the Land</b> , Land Trust Alliance        | <b>Real Property Rights Act</b>                                |
| <b>Member</b> , Florida Institute of Consulting Engineers      |                                                                |

#### **EXPERIENCE**

**POLK COUNTY; COUNTYWIDE TASK ORIENTED; (2004-Present)** FLAA has been providing Polk task-oriented services on more than 10 projects and several of our agents proposed herein have managed and or provided services to Polk. **West Pipkin Road (East and West segments)** Jack currently oversees the right of way acquisition of this project

**FDOT, DISTRICT 4: Districtwide Relocation & Acquisition Services (2016-2021)** – FLAA. Jack currently manages this Districtwide contract to provide right of way acquisition, negotiations, relocation, cost estimating, suit information support, property management, survey, mapping, general contracting, land planning, cost-to-cure, language translation and interpretation, environmental/asbestos management, and business damage estimating and Jack has managed/providing lead negotiations on 3 tasks two completed. Port Lucie Blvd (2) Acquisition complete and I-95/PGA/Central Boulevard interchange, \$M negotiations, settlements, closings are in process.

**FDOT DISTRICT 4 Districtwide Task Oriented (2011-2016):** FLAA complete their portion of the City of Port St. Lucie's LAP project where FLAA federalized the project in conjunction with another firm to bring it to Federal standards by updating

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acquisition offers, providing supplements, recomputing and delivering, move cost checks, RHPs and incidentals among other tasks such as Districtwide Suit processing and Litigation support providing legal pleadings and suit filings and OT deposits.

**HILLSBOROUGH COUNTY.** Jack is currently finishing work on twenty-two Hillsborough County Cost Estimate projects.

- ◆ **HILLSBOROUGH COUNTY/ACP:** Intersection Improvement Project (SR60).
- ◆ **HILLSBOROUGH COUNTY/JMT:** Intersection Improvement Project (Various).
- ◆ **HILLSBOROUGH COUNTY/Kimley-Horn:** Upper Bay Tampa Trail PD&E.
- ◆ **HILLSBOROUGH COUNTY/RK&K:** Tampa Bypass Canal Trail PD&E.

**HILLSBOROUGH COUNTY/South Swell/HMS Ferries: Tampa Bay Ferry Site Analysis.** Provide analysis for feasibility.

**FDOT, DISTRICT 7: GEC (Lochner/FLAA) – Senior Right of Way Agent, Hillsborough County (2014–2020) – FLAA.** Jack is the right of way program director for FLAA's full-service support to Lochner, including services such as cost estimating, relocation, & property management. Recently completed task includes the I-275 Tampa Presbyterian Village project FPI # 254547-3-32-01, which consisted of 134 residential tenants.

**SGL (Skanska, Granite, Lane JV): I-4 Ultimate Transportation Improvements Utility relocation (2015-Present) –** Jack/FLAA has managed numerous utility conflict resolutions on this project both wet and dry utilities for many of the utility companies being affected by the construction of I-4 Ultimate from north of Maitland to and through Orlando, ensuring the design-build stays on schedule. FLAA has coordinated acquisition, appraisal, damages, and subordinate interests.

**FDOT, DISTRICT 1: SR 542 from 1<sup>st</sup> Street to Buckeye Loop (2013-2016) & US 17 from S of West 9<sup>th</sup> Street to N of West 3<sup>rd</sup> Street (2013-2015) – FLAA.** Jack was the Project Manager for this 66-parcel right of way project in Winter Haven, Polk County. The contract included the partial acquisition of both commercial and residential properties. Jack negotiated some of the more complex parcels, such as the TECO sub-station, the United States Post Office and others as well as managing staff to negotiated settlements/closings and suit preparation, RWMS, Agent Price Estimates and subconsultant management and training. The project was completed over a year ahead of schedule. Length: ±2.6 miles. Jack also managed the US 17 Project and completed the acquisition of 20 commercial parcels in Zolfo Springs, Hardee County.

**TAMPA BAY WATER / BLACK & VEATCH: Appraisal 2018 –** FLAA provided valuation services for a Joint acquisition.

**POLK COUNTY: Lake Wilson Road Cost Estimate (2016-Present) – FLAA.** FLAA maintains a Master Services Agreement with the County, of which Jack is Project Manager. FLAA provided cost estimates in three parts, to include a major intersection at the Polk and Osceola County border, along the Lake Wilson Road's developing corridor, and potential pond sites.

**FLORIDA HIGH SPEED RAIL AUTHORITY/HNTB: Phase 1, Part 1 (2002-2011) – FLAA.** Jack and FLAA served as the Florida High Speed Rail right of way acquisition consultant responsible for all right of way administration, acquisition, appraisal support and related services for over seven years. FLAA provided comprehensive right of way cost estimates of Phase I, Part I from downtown Tampa to the Orlando International Airport. Subsequently the FLAA provided updates and support services.

**TAMPA BAY WATER AUTHORITY / HAZEN SAWYER: Long Term Master Water Plan Update (2015-2016).**

**HILLSBOROUGH COUNTY TRANSPORTATION TASK FORCE (TTF) HNTB/Program Management (2008-2011) – FLAA.** FLAA was the Right of Way arm of the program management team for this county-wide General Engineering (GEC) program in support of this \$500 million initiative. Jack as Right of Way Manager was tasked with developing, implementing, supporting, and assisting in the scheduling and production of the right of way of 125 intersection and corridor improvement projects.

**BLUEPRINT INTERGOVERNMENTAL AGENCY/ City of Tallahassee/Leon County: Capital Circle (2003-Present) – FLAA.** Jack assisted the Agency in developing its right of way program with FLAA being the first consultant to utilize the acquisition incentive program in the State of Florida on a federally funded project. Jack/FLAA has managed, directed, or provided acquisition, relocation, property management, asbestos abatement support and contract management under this task-oriented project since its inception well more than twelve years ago. The scope of services includes right of way cost estimating; acquisition; business damage coordination and negotiation; relocation; closing support; suit information and legal support; value findings; property management/demolition; and contracting services for more than 300 parcels. FLAA continues to this day to support the City of Tallahassee and the BluePrint team.



## **Florida Acquisition & Appraisal, Inc.**

### **Joseph Blair, MBA (Project Manager)**

Joe is a State of Florida Licensed Real Estate Broker with 28 years of transportation right of way experience. His extensive background in all right of way disciplines includes acquisition, appraisal and support management, relocation, property management, title, and condemnation suit preparation. He is highly astute in Federal Uniform Act (URA) and Florida Statute having worked in significantly in Florida, Pennsylvania, New York, and Mississippi on Federally funded projects. In Florida, he managed the very successful US-1 Broadway project in West Palm Beach for FDOT District 4, provided acquisition and was Relocation Administrator on the FDOT District 7 I-4 Ybor City project for Florida Acquisition & Appraisal, Inc. . The Ybor City project had over 160 residential and commercial relocations more than 225 acquisitions on an accelerated schedule. He also provided acquisition, relocation, and property management services on the SR 9A and 9B projects in Jacksonville for District 2 FDOT. In PA, he has successfully managed hundreds of projects for PennDOT including the Statewide P3 Rapid Bridge Replacement project-471 bridges statewide where he managed 6 ROW firms and 2 Appraisal firms to complete the project successfully and on time. He was embedded in PennDOT Central Office for 3 years, working closely with PennDOT staff for acquisition & relocation. His management skills and experience include being responsible for developing, implementing, and tracking all right of way activities which allows him to closely manage projects to ensure effective, efficient, and accurate services to client agencies.

#### **EDUCATION**

MBA – 2008 University of Phoenix; BS – Business, Management 2006 University of Phoenix  
 Palm Beach State College-Undergraduate work; Marshall University–Undergraduate work  
 West Virginia University, Institute of Technology Undergraduate work in engineering

#### **International Right of Way Association (IRWA) and other courses:**

500 Uniform Relocation Assistance Act – Executive Summary; 502 Business Relocation;  
 504 Computing Replacement Housing Payments; 506 Advanced Business Relocation Assistance  
 Asbestos Building Inspector/Management Planner, UNF; Seagull Asbestos Building Inspector/Management Planner;  
 Sequitur Systems Intermediate Programming - R:Base (database) Training  
**Real Estate Broker, State of Florida: License No. BK0595860**

#### **EXPERIENCE**

**FDOT, DISTRICT 4, Districtwide Acquisition, Relocation, and Property Management Services (2016-Present):** Joe is currently providing closing and quality control/assurance on the I-95/PGA Blvd.

**HILLSBOROUGH COUNTY/ACP/HNTB/Faller Davis: SR60 Intersection Improvement Projects, University (USF) area; 131<sup>st</sup> Street (2020-Present):** Joe is currently Right of Way Cost Estimating for CIP; Van Dyke Rd. Acq. and Suit Prep.

**POLK COUNTY: Countywide Right of Way Services-West Pipkin Road (2019-Present)** -Joe is currently a Right of Way Agent on the West Pipkin Road negotiating parcels and providing closing services. FLAA was issued over 50 parcels.

**CITY OF LAKELAND - Task: Lake Parker Tributary Swamp Project (2019-Present)** - Joe is currently managing and seeing to the details acquisition and contract management of appraisal, title and closing of 15 wetland parcels.

**RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY:** Joe managed for FLAA more than 20 staff and Six Appraisal subconsultants and appraised more than 200 parcels. Acquisition, Property Management and Related Services.

**FDOT, DISTRICT 7: I-4 Ybor City, Relocation Coordinator-** Acquisition, Relocation, Suit Preparation. 162 displacees  
 Joe was the Relocation Coordinator on this project, He reviewed Replacement Housing Payments, incidental expenses, move costs and related claims. He reviewed relocation claims payment packages, RHPs, incidental expenses, move costs and related claims, DS&S inspections, maintained a database of available housing which was updated periodically during active relocation, personally provided service for 2 business and 17 residential displacees.

**FDOT, DISTRICT 4, Project Manager:** US 1 Broadway, Acquisition/Relocation Services on 30 +/- parcels (2 comm. relos)

**FDOT, DISTRICT 4, Assistant Project Manager:** US 1 Dixie Highway, Acquisition/Relocation Services. Provided services for 14 non-residential displacees, move costs, and related claims, move estimates, payment packages.

**FDOT, DISTRICT 2: SR 9A and 9B (I-295),** Acquisition/Relocation/Property Management Administrator. Joe was responsible for residential and business relocation on numerous parcels. RHPs, Incidental Expenses, Move Costs, and related claims, as well as DS&S inspections for residential parcels. Business eligibilities including Search Expenses, move costs, personal property loss, In-Lieu payments, and reestablishment expenses processed. Property management duties included property inspections, move-outs, security, lawn maintenance and board-up coordination, coordination for asbestos testing, bidding for demolition on houses, mobile homes, and commercial structures.

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**Florida Acquisition & Appraisal, Inc.**  
**Joseph Blair, MBA (Project Manager)**

**CLAY COUNTY, FL: Swimming Pen Creek Bridge Project**, Joe provided services on 20 +/- parcels.

**PENNSYLVANIA TURNPIKE COMMISSION**

**Mon-Fayette Expressway (2017-2020)**, Project Manager for the Highland Team (1 of 4 teams). Acquisition and relocation services on 28 parcels

**PTC Mainline Early Action – Center Road Project**, Acquisition services

**PTC Mainline Early Action – Salzburg Road and Milespost 53-57 Projects**, Acquisition, relocation, and property management services. Joe reviewed RHPs for all residential displacees and reviewed relocation payment packages.

**PENNSYLVANIA DOT (2006-2020)**. All jobs were full service including relocation & subconsultant management Project Manager for Highland Professional Consultants, Inc. on:

**P3 Statewide Rapid Bridge Replacement (2015-2018)** – Acquisition/Relocation services on 471 bridges 1200+ parcels

**P3 Early Candidate Bridges (ECBs) Project – Westmoreland and Allegheny Counties**, Managed right of way

**I-70 Section K10 Project**, Acquisition, relocation, and property management services. Joe managed the project, providing reviewing RHPs, relocation claims and payment packages, RHPs, incidental expenses, move costs and related claims. He maintained a database of available housing which was updated periodically during active relocation.

**I-79 Section 20H South Junction of I-79/I-70 Project**, Acquisition, relocation, and property management services

**I-79 Section P10 Meadowlands Interchange Project** - Acquisition, relocation, and property management services. Joe managed this project and provided relocation services on 2 residential parcels, one with special needs.

**I-79 Section A60 Bridgeville Interchanges Project** – Joe prepared Conceptual Stage Relocation Survey, Cost Estimating

**SR 0030-134 Jeannette Area SAMI Project** – Managed this 60-parcel project, acquisition, relocation, property mgmt..

**SR 0021-J10 McClellandtown Road Project** –The acquisition included numerous business and residential parcels.

Hundreds of smaller projects in Pennsylvania successfully cleared from 2006 to the present, many with relocation and property management.

**PENNSYLVANIA DOT 1998-2001**

**SR 0022-B01, B03 Project Manager** - Acquisition, relocation, and property management services. Personally providing relocation services on all displacees due to trainee agents. Displacees included 6 business and 2 residential parcels.

**SR 1001-A01, Assistant Project Manager** - Acquisition, relocation, and property management services

**SR 0422 Kittanning Bypass Project Senior Agent** - Acquisition, relocation, and property management services

**ALLEGHENY COUNTY, PA**

Project Manager for:

**Dooker's Hollow Bridge Replacement** - Acquisition and relocation services. He prepared RHPs, relocation claims etc

**CITY OF PITTSBURGH, CHARLES ANDERSON BRIDGE PROJECT** – Preliminary engineering, deed research

**WESTMORELAND COUNTY, PA**

Project Manager for: **Brewery Bridge Project** - Acquisition services

**FAYETTE COUNTY, PA**

Project Manager for:

**Weaver Run Project** - Acquisition services

**Bridge 102 Project** – Acquisition services

**CITY OF COATSVILLE, PA**

Project Manager for:

**Chetty Project** - Acquisition and relocation services. Provided relocation services for 2 residential and 2 business relos.

**ChessPenn Project** - Acquisition and relocation services. Relocated 1 business and 6 residential displacees.

**ROCKLAND COUNTY, NY**

Project Manager for: **Rockland County Water Project** - Relocation services for 2 parcels.

**MISSISSIPPI DOT**

**US 84 Project** - Relocation services. Relocated 15 residential displacees and calculated all RHPs. Prepared 15 RHPs. Prepared relocation claims and payment packages, incidental expenses, move costs and related claims.

**US 49 Project** - Relocation services. Moved several 2 residential, 2 business, and 51 personal property displacees (signs). He reviewed RHPs, prepared and reviewed relocation claims and payment packages, incidental expenses, move costs and related claims. Business claims were prepared and reviewed for move costs, search expenses, personal property loss.

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**Florida Acquisition & Appraisal, Inc.**  
**Bernard J. Ward, SR/WA, Task Manager/Agent**

Ben Ward is a Task Manager Senior right of way agent in the State of Florida who has served on public real estate projects for over 33 years. He is currently providing services to FLAA as part-time seasonal employee. Ben possesses proven experience in acquisition negotiations for fee simple, various easement interests, and other land interests. He has implemented relocation assistance programs and performed property management activities. Ben has served as an in-field agent, project manager, and program/division manager. His corporate experience includes senior leadership, practice marketing, staffing, corporate team building, budgeting, and accounting. He has working knowledge of State and Federal right of way policies and procedures, including the Uniform Relocation Act. Ben maintains a leadership reputation in the IRWA and with clients throughout the country. His core competencies include acquisition negotiations, relocation assistance, property management, cost estimating, eminent domain support, program management, project management, strategic planning, team building, proposal preparation & marketing, quality control, and corporate administration.

**EDUCATION & CONTINUING EDUCATION**

Bachelor of Business Administration, Marketing: University of Iowa, Iowa City, IA  
 International Right of Way Association (IRWA) (*multiple courses*)  
 American Institute of Real Estate Appraisers courses (*six courses*)

**PROFESSIONAL REGISTRATIONS, CERTIFICATIONS & AFFILIATIONS**

Real Estate Broker, State of Florida: License No. BK435747  
 Notary Public, State of Florida: Commission No. 853085  
 Senior Right of Way Agent, International Right of Way Association: SR/WA Designation  
 Member, Right of Way Consultant Council  
 International Right of Way Association positions  
 Former International Governing Council Member, International Right of Way Association

**EXPERIENCE**

**SR 369, Crawfordville Highway, Crawfordville, FL, FDOT District 3.** Ben managed and acquired 41 parcels and conducted the relocation of 10 residences, two businesses and 10 personal property moves. Ben provided acquisition negotiations, closing and legal support along with relocation assistance services.

**SR 390, Panama City, FL, FDOT District 3.** Ben managed acquired for 43 parcels and relocated 11 businesses.

**SR 30 (US 98) Pensacola Bay Bridge, Gulf Breeze, FL, FDOT District 3.** Ben provided acquisition and relocation.  
**King Middle School Sidewalk Project, Milton, FL for Santa Rosa County & City of Milton.** sidewalk acquisition.

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT:** Division Director-Real Estate & Section Leader-Real Estate (2014-2016). SFWMD is a regional water district that provides flood control, water supply and water quality restoration for a 16 county service area in southeast/central Florida. Regular interface with the governing board members and the general public. Key responsibilities and achievements included the management of 15 real estate professionals in the acquisition negotiations, relocation assistance, leasing and supporting real estate activities for District business, executed over 20 land leases and completed over 50 canal reservation releases. Acquired over \$20 million of restoration lands and disposed of surplus lands valued at over \$6M.

Ben participated in numerous projects throughout Florida, and other states, to include:

- ◆ FDOT, District 3: **SR 369-Crawfordville Highway.** R/W Operations Manager and Senior R/W Agent.
- ◆ FDOT, District 3: **SR 390, Panama City, FL.** R/W Operations Manager and Senior R/W Agent
- ◆ FDOT, District 4: **SR 809, West Palm Beach.** Project manager.
- ◆ FDOT, District 4: **SR 80, West Palm Beach.** Project manager.
- ◆ FDOT, District 4: **SR 615, Fort Pierce.** Project manager.
- ◆ FDOT, District 4: **Districtwide Right of Way Cost Estimating.** Project manager.
- ◆ FDOT, District 4: **Districtwide Suit Preparation.** Project manager.
- ◆ FDOT, District 4: **Roosevelt Bridge Replacement, Stuart.** Project manager.
- ◆ FDOT, District 6: **Districtwide Property Management, Miami.** Project manager.

**Florida Acquisition & Appraisal, Inc.**  
**David Montalvo (Contract/Task Mgr. & Agent)**

David Montalvo is an innovative right of way agent with significant real estate knowledge and personal experience with the eminent domain process. He was introduced to real estate by his father, who became a commercial sales associate upon retirement from the Florida Department of Transportation (FDOT) and the City of Ocala Transportation Department. David has experience and assisted with acquisition, cost estimating, lawsuit information preparation, closing support, route analysis, form production and control, QA/QC, and contract management for FDOT and municipality projects throughout Florida. His understanding and competence with information technology provides increased productivity, efficiency, and quality assurance to assigned tasks. David also served 17 years as a Paralegal in the U.S. Army Reserve and brings his adaptability and professionalism to FLAA's corporate office in Tampa.

**EDUCATION**

Bachelor of Science Courses, Criminal Justice: Strayer University, 2012-2013  
 Associate of Arts, Business Administration: American InterContinental University, 2005

**PROFESSIONAL REGISTRATIONS, CERTIFICATIONS & AFFILIATIONS**

Real Estate Sales Associate, State of Florida: License No. SL3146477  
 Notary Public, State of Florida: Commission No. GG 285373  
 International Right of Way Association: Member No. 7926328  
 Certified Asbestos Building Inspector: Certificate No. 01282006AM  
 Certified Asbestos Management Planner: Certificate No. 01282003PM

**EXPERIENCE (Selected)**

**POLK COUNTY: Countywide Right of Way Services (2019-Present).** FLAA was re-selected to provide on-call right of way services to the County on an as-needed basis. David is a Right of Way Agent for both the East and West segments of West Pipkin Road (Tasks 1 & 2), where FLAA was issued over 30 parcels, with significant attorney representation and properties including trusts, churches, a convenience store, and an auto repair facility/tow lot. David has been tasked with numerous parcels, most with attorney representation and some with significant business impacts and business damage claims.

**FDOT, DISTRICT 4: Districtwide Acquisition, Relocation, and Property Management Services (2016-Present).** David is a right of way agent for this FLAA contract, which scope includes Phase 1 assessments, acquisition, negotiation, cost estimating, settlements, suit information preparation, relocation, and property management administration. During Task 1, he was the Closing Agent for parcels being acquired along Port St. Lucie Blvd, while also providing Quality Assurance, Core Process Mapping (CPM) reports, and document preparation. During Task 3, David is also providing RWMS, CPM, and additional support for parcels along SR-9/I-95, from PGA Blvd to Central Ave in Palm Beach County.

**CITY OF LAKE LAND: Continuing Contract and Agreement for Right of Way Acquisition Professional Services (2016-Present).** David provides Project Administration, Quality Control, and serves as a Right of Way Agent for this task-oriented, multi-year contract. The first task of this contract for Brunnell Parkway was completed with the acquiring of voluntary perpetual easements for sidewalk development and improvement. The second task was for voluntary acquisition of properties to establish Lake Parker's tributary swamp intending to improve water quality in the community.

**FDOT, DISTRICT 6: Districtwide Clearing & Leasing Consultant Services (2016-Present).** David is providing Contract Management by oversight and coordination of subconsultant tasks performed for the District. The contract scope includes a wide range of services, to include GIS mapping, asbestos inspection and abatement, litigation support, demolition and removal, surplus and leasing, and environmental management.

**U.S. Army Reserves: Paralegal NCO (2002-2019).** David served over 17 years as a Paralegal in the U.S. Army Reserves. He was called upon to serve in overseas deployments in designated combat zones in support of Operations Iraqi Freedom and Enduring Freedom (Kuwait & Afghanistan) three times between 2006 and 2014 and served one year assigned to support Operation Warrior Trainer. David has received multiple awards for his professional excellence and dedication to duty, including two Meritorious Service Medals.



**Florida Acquisition & Appraisal, Inc.**  
**David Edwards (Task Mgr. & Agent)**

David Edwards is a Florida Licensed Real Estate Broker and is the Former Pasco County Right of Way Manager with over 30 years right of way and land planning experience. David also was the Director of R/W Acquisition/Relocation for the Colorado Department of Transportation and is currently a R/W Manager with the City of Denver. David maintains his permanent residence in Pinellas County and is a part-time seasonal employee with FLAA and has expressed a desire to return to Florida fulltime and when an opportunity arises to fulfil that initiative FLAA has committed to David with those goals as clients task projects. David experience with governmental administration of right of way acquisition and relocation services, project management, property management and customer service is extensive.

**EDUCATION & CONTINUING EDUCATION (Selected)**

**Master of Science, Real Estate Management:** New England College, Henniker, NH, 2018

**Bachelor of Science, Environmental Resource Management & Planning:** University of West FL, Pensacola, FL, 1982

**PROFESSIONAL REGISTRATIONS, CERTIFICATIONS & AFFILIATIONS (Selected)**

**Workplace Diversity/Harassment Prevention**

**Specifications/Sole Source**

**Quality Management and Business Process Mapping**

**Leadership/Management Spectrum**

**Transportation Planning Certificate of Training**

**CEI – Certified Environmental Inspector (December 1991)**

**Real Estate Broker:** State of Florida, Lic. No. BK611134

**Certificate of Training NHI, FHWA –NHI- 141030 Advanced**

**Relocation Under the Uniform Act.,** October 19-21, 2016

**Professional Certification in Sales**

**CDOT Transportation Core Curriculum,** Feb. 22-26, 2016

**Eminent Domain Training Conferences - (2009-2012, 2016)**

**EXPERIENCE**

**CITY OF DENVER – Right of Way Management (2018-Present)** – David currently provides Project Management oversight and contract management of several right of way projects utilizing right of way consultants to provide appraisal, title, acquisition and relocation services. David coordinates with all levels of design support, survey and the Attorneys office.

**COLORADO DEPARTMENT OF TRANSPORTATION (2016-2018).** Directed, supervised and assigned the work functions and activities of the Acquisition/Relocation unit at HQ. Supervised three professional positions; developed performance plans and objectives and evaluated performance of subordinates. Analyzed and approved relocation determinations of benefits to individuals, businesses, farms, or non-profit organizations displaced by a highway project Statewide. Supervised and participated in the creation of warrants for acquisition and relocation payments, supervising and preparing reports for CDOT, Federal Highway Administration (FHWA) and the IRS. David assisted in development and implementation of the new Transportation Commission approval process for Right of Way Plans, start of negotiations, condemnation, and settlement approvals. Defended and justified CDOT's position in appeals hearings. David developed QC/QA methods to review and evaluate qualifications of acquisition and relocation agents, as well as production-based deliverables.

**PASCO COUNTY, FL BOARD OF COUNTY COMMISSIONERS: Real Estate Manager (2007-2015).** Planned, assigned, directed, and reviewed the work of Right-of-Way Agents. Established training programs for personnel. Gave assistance and advice on unusual problems and in difficult cases. Supervised and administered right-of-way acquisition procedures, including property descriptions, title research, appraisal, negotiations, and relocation for right-of-way for roads, bridges, canals, and other activity requiring access to or use of private or public land. Prepared leases, contracts, resolutions, and agreements to present to the Board for approval. Coordinated with appraisers to establish values of property to be acquired; maintained and preserved public records and reports related to the work. Processed documents necessary to close real estate transactions. Coordinated procedures for eminent domain actions by providing quality control, evaluating property needs, formulating cure plans. Represented Pasco County as the Client at mediations and court hearings, and as a liaison between project management, acquisition consultants, and the County Attorney's Office. Presented public hearing items to the Board of County Commissioners. Utilized Project Management skills in many projects (ATIDS, Surplus Properties, consolidation of current processes in to one stop information supply). SR 54 acquisition, relocation, mediation including eminent domain trials and construction project on time and within budget. Conferred with department heads and supervisory personnel in planning various projects and determining methods and procedures used to effectively complete such projects. Dealt frequently with the public answering questions and researching requests for information.

**CITY OF DUNEDIN, FL-COMMUNITY REDEVELOPMENT DIRECTOR** – Managed and directed downtown development

**David has worked on more than 200 right of way projects, Due to page limitations we have highlighted appropriate projects.**

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**Florida Acquisition & Appraisal, Inc.**  
**Paul N. Edgington (Task Mgr. & Agent)**

Paul Edgington, a licensed real estate sales associate, has over 22 years with FDOT, District 1 as an acquisition agent, acquiring commercial, residential, non-profit, governmental and quasi-governmental parcels. Paul has been involved in all aspects of the acquisition and relocation process such as preparing project notification letters, preparing value finding estimates, conducting relocation needs assessment surveys and reporting, presenting offers, negotiating settlements, preparing administrative settlements, participating in business damage negotiations, preparing suit packages, performing title updates, conducting closings, and documenting parcel activities/negotiations in the Department's Right of Way Management System. Paul, as part of the I-75/Alligator Alley Project task force, acquired parcels and performed property management activities including improvements inventory, preparing bid specification packages and awarding demolition contracts, monitoring demolition activities and conducting property surveillance. Paul worked with Jack Curatelli as a right of way consultant for over four years, performing acquisition activities and functioning as assistant project manager on the District 1 SR540 project. He also performed various relocation activities, including the preparation of Needs Assessment Surveys, RHPs and various claim packages. Paul was employed with the National Park Service for over two years and acquired hundreds of parcels for the expansion of the Big Cypress National Preserve and Everglades National Park. Paul also spent ten years with a timber products company negotiating leases for the harvest of timber products.

**EDUCATION & CONTINUING EDUCATION:**

Michigan State University, East Lansing, Michigan - Bachelor of Science, Forestry  
 Numerous FDOT and IRWA Right of Way courses

**PROFESSIONAL AFFILIATIONS, REGISTRATIONS, & CERTIFICATIONS:**

State of Florida Real Estate Sales Associate, License No. SL341701

**EXPERIENCE:**

**Florida Acquisition & Appraisal, Inc.** Paul Edgington is a new-hire to FLAA and will be providing acquisition, cost estimating, right of way production to include acquisition, relocation, property management, and administration services to meet the increasing demands of Florida's continued statewide transportation development. FLAA looks forward to assigning project tasks to Paul in the near future.

**FDOT, DISTRICT 1: I-75, Golden Gate Parkway to Bonita Beach Road, Collier County** – FDOT. As part of District 1 acquisition staff, Paul acquired several fee parcels and permanent easement parcels for stormwater management facilities to facilitate the recent widening of I-75. Some of the more complex parcels Paul negotiated include the fee taking of a portion of a conservation easement on an established golf course and the total taking of a \$7,000,000 residence encumbered with numerous mortgages and unresolved easement issues.

**FDOT, DISTRICT 1: I-75 and SR80 (Palm Beach Blvd.) Interchange, Lee County** – FDOT. Paul, as a District 1 agent, was involved in acquiring several whole acquisition residential properties for a large stormwater management facility. This project was challenging because there were pending foreclosures and unresponsive tenants.

**FDOT, DISTRICT 1: US41 Business (Tamiami Trail), Venice, Sarasota County** – FDOT. Paul was involved in the partial acquisition of several complex parcels on a commercial corridor in Venice, Florida. The most difficult parcel was a large shopping center with approximately 40 business tenants a couple of out parcels and multiple cross-easements. Other unusual parcels included the acquisition of a portion of the common area from both a business condominium and a residential condominium.

**FDOT, DISTRICT 1: SR70, West of US98 to 7<sup>th</sup> Avenue, Okeechobee County** – FDOT. Paul was involved in acquiring a variety of parcels on a project which could be described as a "wipe-out" of most of the businesses on the south side of SR70. The parcels or businesses Paul negotiated included an oil and gas distributorship, a dairy milk storage facility, an auto parts store, a small food market, a convenience store/gas station, a used car lot, and two drive-through beverage stores, plus there were outdoor advertising signs on at least two of the parcels. This project was more complex than most because it involved large severance and cost to cure damages, multiple offers with uneconomic remnants and multiple business damage claims.

**Florida Acquisition & Appraisal, Inc.**  
**Paul N. Edgington (Task Mgr. & Agent)**

**ADDITIONAL PROJECTS:**

- ◆ **DISTRICT 1:** I-75/Alligator Alley, Collier County – FDOT.
- ◆ **DISTRICT 1:** I-75 and Golden Gate Parkway Interchange, Collier County – FDOT.
- ◆ **DISTRICT 1:** US41, Bonita Beach Road to Imperial River, Lee County – FDOT.
- ◆ **DISTRICT 1:** I-75, Colonial Blvd to SR82 (Martin Luther King Blvd.), Lee County – FDOT.
- ◆ **DISTRICT 1:** I-75, Corkscrew Road to San Carlos Blvd, Lee County – FDOT.
- ◆ **DISTRICT 1:** I-75, Luccett Road to SR80 (Palm Beach Blvd.), Lee County – FDOT.
- ◆ **DISTRICT 1:** I-75, SR80 (Palm Beach Blvd.) to SR78 (Bayshore Road), Lee County – FDOT.
- ◆ **DISTRICT 1:** SR78, Chiquita Blvd. to Santa Barbara Blvd., Lee County – FDOT.
- ◆ **DISTRICT 1:** SR78, Burnt Store Road to Chiquita Blvd., Lee County – FDOT.
- ◆ **DISTRICT 1:** SR739 (Metro Parkway, Hanson Street to SR82 (Martin Luther King Blvd), Lee County – FDOT.
- ◆ **DISTRICT 1:** SR739 (Metro Parkway, Winkler Parkway to Hanson Street, Lee County – FDOT.
- ◆ **DISTRICT 1:** SR739 (Metro Parkway, 6 Mile Cypress Parkway to Daniels Parkway, Lee County – FDOT.
- ◆ **DISTRICT 1:** SR739 (US41 Business), Littleton Road to US41 (SR45), Lee County – FDOT.
- ◆ **DISTRICT 1:** SR82, CR884 to Shawnee Road, Lee County – FDOT.
- ◆ **DISTRICT 1:** SR80, East Lee County (2 Projects) – FDOT.
- ◆ **DISTRICT 1:** US41 Bypass, Venice, FL, Gulf Coast Blvd. to Albee Farm Road, Sarasota County – FDOT.
- ◆ **DISTRICT 1:** I-75, River Road to SR681, Sarasota County – FDOT.
- ◆ **DISTRICT 1:** SR72 (Clark Road), Sarasota County – FDOT.
- ◆ **DISTRICT 1:** SR64, Lakewood Ranch Blvd. to Lorraine Road, Manatee County – FDOT.
- ◆ **DISTRICT 1:** US17, Livingston Road to Hardee County Line, DeSoto County – FDOT.
- ◆ **DISTRICT 1:** US17, DeSoto County Line to Moffitt Road, Hardee County – FDOT.
- ◆ **DISTRICT 1:** US17, Moffitt Road to 7<sup>th</sup> Street West, Zolfo Springs, Hardee County – FDOT.
- ◆ **DISTRICT 1:** US17, CR670A to Heard Street, DeSoto County – FDOT.
- ◆ **DISTRICT 1:** US27, Lake Isis Avenue to Stryker Road, Highlands County – FDOT.
- ◆ **DISTRICT 1:** SR70, L-10 Canal to Berman Road (128<sup>th</sup> Avenue), Okeechobee County – FDOT.
- ◆ **DISTRICT 1:** SR70 and US441 Intersection, Okeechobee County – FDOT.
- ◆ **DISTRICT 1:** US441, CSX RR to Cemetery Road, Okeechobee County – FDOT.
- ◆ **DISTRICT 7:** I-4, CR579 to McIntosh Road, Hillsborough County – GCPA.
- ◆ **DISTRICT 7:** US41 / Nebraska Avenue, Hillsborough County – GCPA.
- ◆ **TURNPIKE ENTERPRISE:** Suncoast Parkway, Hillsborough, Pasco, and Hernando Counties – GCPA.



September 15, 2020

Proposals Selection Committee  
Collier County Government  
Procurement Services Division  
3295 Tamiami Trail East, Bldg. C-2  
Naples, FL 34112

RE: Solicitation No.: 20-7778  
Right-of-Way Acquisition Services  
Cover Letter

Dear Selection Committee Members:

The staff of Carroll & Carroll Appraisers & Consultants, LLC are excited to join Florida Acquisition & Appraisal, Inc. as a sub-contractor to assist in right-of-way acquisition services.

Our practice is focused in Collier and Lee Counties. We subscribe to local and regional real estate listing/sales systems, to regional and national economic and demographic sources, and we maintain our own comparables database. Our business model and our data subscriptions keep us geographically competent.

We have a great relationship with Collier County and it is therefore appropriate that we should apply to do additional business with you.

For purpose of this proposal, the contact persons for the firm are:

Timothy W. Sunyog, MAI  
(239) 775-1147 office  
(239) 272-3638 cell  
tims@carrollandcarroll.com

Joshua M. Sicard, MAI  
(239) 775-1147 office  
(239) 821-5665 cell  
joshs@carrollandcarroll.com

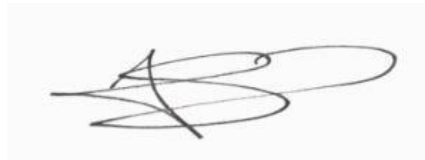
We appreciate your time and consideration.

Sincerely,

**CARROLL & CARROLL**



**Timothy W. Sunyog, MAI**  
Cert Gen RZ3288



**Joshua M. Sicard, MAI**  
Cert Gen RZ3541

## Florida Acquisition & Appraisal, Inc.

### Nick Bowman, CPM, FCCM (QC/QA, Task Mgr. & Agent)

Nick Bowman is a Florida Real Estate Broker with 26 years of right of way experience and 20 years of project management experience. From 2014-2019, he was an FDOT Turnpike Enterprise Deputy District Right of Way Manager / Production. Prior to his FDOT service, Nick had 20 years of experience as an FDOT right of way consultant with a successful track record managing and delivering complex right of way projects for more than 30 clients. Early in 2019, Nick was shortlisted for "Director, Office of Right of Way" position for FDOT. As Deputy District R/W Manager/Production, Nick was responsible for over twenty FDOT projects in the last five years. Prior to that, as a consultant, he served as a PM or a Senior agent on projects for all other FDOT Districts except Districts 3 and 5. He has also managed nine projects for Polk County, one for the City of Lakeland and has also conducted acquisition duties for FDOT District 1 on SR 540. Projects he has managed have resulted in pre-suit negotiated settlement rates of 93%, 95% and 100%. Nick has proven to be able to consistently settle complex acquisition parcels with many of the eminent domain attorneys who practice in Florida. He has settled parcels for up to \$10M for FDOT. Nick is a Florida Department of Transportation (FDOT) approved Project Manager and Contract Manager, receiving management grades as high as 98%. He has a strong relocation background including apartment buildings, mobile homes, "big-box" stores, junkyards and gas stations.

#### EDUCATION & CONTINUING EDUCATION:

**University of Central Lancashire, England:** Bachelor of Arts (honors), International Politics and History

**International Right of Way Association (IRWA):** Completed numerous Acquisition, Relocation, Engineering, Law and Ethics Courses - sufficient to complete SR/WA, R/W-NAC and R/W-RAC (Relocation) credentialing

#### PROFESSIONAL REGISTRATIONS, CERTIFICATIONS & AFFILIATIONS:

**Real Estate Broker**, State of Florida: Lic. No. BK614802

**Notary Public**, State of Florida

**Certified Public Manager (CPM)**, Florida State University

**Asbestos Building Inspector**, AHERA-accredited

**Certified Contract Manager (FCCM)**, State of Florida

**Asbestos Management Planner**, AHERA-accredited

#### SELECT PROJECT EXPERIENCE:

**POLK COUNTY Pipkin Road West (East and West portions)** Nick currently is a Task Manager on portion of the right of way acquisition of this project. Nick has managed and or provided production on more than nine Polk County.

**FDOT, FLORIDA'S TURNPIKE ENTERPRISE: Deputy Right of Way Manager / Production.** During his time at the Florida's Turnpike Enterprise, Nick was responsible for right of way production, consultant management and contracting, and right of way project management statewide. No project was delivered late or over-budget. No deficiency was found in contract management and the agency was found to be fully compliant with all prevailing laws, regulations and procedures governing right of way in 300 parcels. Nick successfully managed all right of way contracts and oversaw production team. He also led the innovation team and was awarded the Distinguished Manager and Innovator of the Year awards for that agency. He managed Suncoast 2 to early completion with excellent production metrics.

**BLUEPRINT INTERGOVERNMENTAL AGENCY/City of Tallahassee/Leon County: Capital Circle (2003-Present) – FLAA.** Nick assisted in the production of Capital Circle NW and portions of the FAMU Way project. These task-oriented projects were full-service and included; acquisition; business damage coordination and negotiation; relocation; closing and suit support; value findings; property management/demolition; and contracting services for more than 300 parcels.

**FDOT, DISTRICT 4: Port St. Lucie Cross-Town Connector, Task Manager.** Nick managed production, provided relocation advisory assistance and prepared RHPs and other relocation claim packages on this LAP remediation project.

**FDOT, DISTRICT 7: I-275, Deputy Project Manager.** Nick wrote the Relocation Needs Assessment and supervised the activities of eight relocation agents. This project affected over 200 low-income households and many "last resort" relocation solutions were required. All displacees were relocated successfully, without significant issue, according to the schedule.

**FDOT, DISTRICT 2: SR 20 and SR 47, Project Manager.** Nick gained positive recognition for successful management of these acquisition/relocation/property management projects. One of the project management grades was 98%.

**FDOT, DISTRICT 1: Martin Luther King Boulevard (Fort Myers, Lee County), Senior Acquisition/ Relocation Agent.** Nick negotiated the acquisition of a night club, gas stations, stores, a "flop house" and other challenging parcels. Relocation was difficult and required particular sensitivity to cultural concerns.





# Carroll & Carroll

Real Estate Appraisers & Consultants

## Professional Qualifications

### Timothy W. Sunyog, MAI

- Born & raised in Naples
- Bachelor of Arts degree in Economics from Rollins College - 2004
- Began his appraisal career with Carroll & Carroll in 2005
- Florida State-Certified General Appraiser RZ3288
- Holds the MAI designation conferred by the Appraisal Institute
- His practice is commercial properties
- He has experience in condemnation and right-of-way acquisition appraisal practice
- He's an expert in religious and institutional facilities
- He's qualified in Circuit Court as an expert witness

His license and certificate are copied at the end of this section.

### Joshua M. Sicard, MAI

- Long time Naples resident
- U of F graduate of the Building Construction program with a minor in Business Administration - 2006
- Began his appraisal career with Carroll & Carroll in 2015 after employment with the Naples office of Integra
- Florida State-Certified General Appraiser RZ3541
- Holds the MAI designation conferred by the Appraisal Institute
- His practice is commercial properties
- He has experience in condemnation appraisal practice
- He's an expert in building construction
- Holds a Florida contractor's license

His license and certificate are copied at the end of this section.

**Timothy R. O'Neill, SRA**

- Long time Naples resident
- Studied Exercise Science at Wright State and Cleveland State Universities
- Began his appraisal career with Carroll & Carroll in 2011 after more than 12 years appraising in Naples with emphasis on luxury residential
- Florida State-Certified Residential Appraiser RD7163
- Holds the SRA designation conferred by the Appraisal Institute
- He's an expert in luxury residential
- He's qualified in Circuit Court as an expert witness

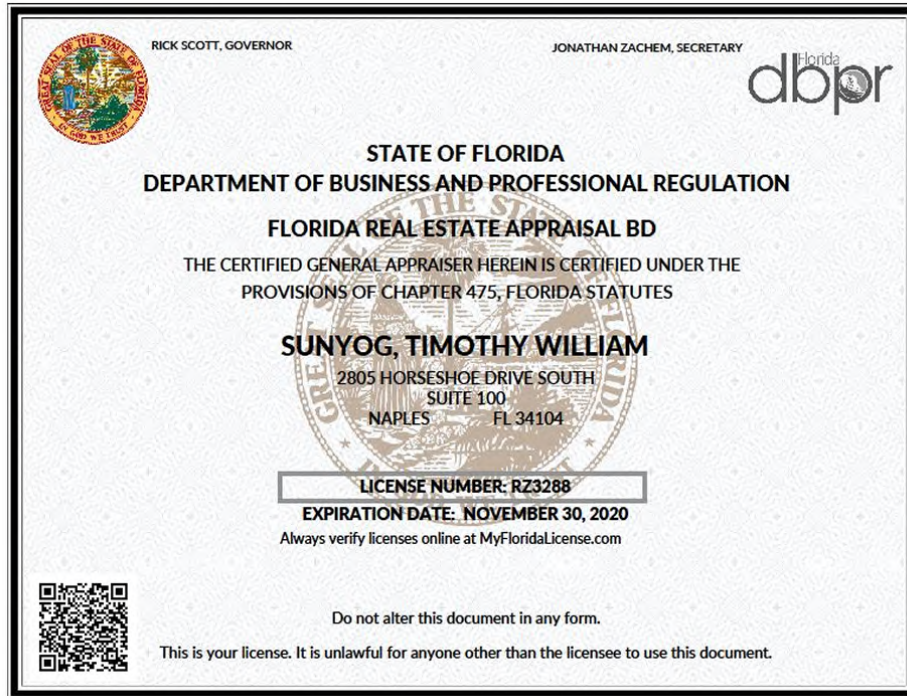
His license and certificate are copied at the end of this section.

**Raymond E. Carroll, MAI, SRA, CFM**

- Life-long Naples resident
- Bachelor of Science in Real Estate from FAU - 1975
- Founding partner of Carroll & Carroll LLP - 1984
- President of Carroll & Carroll, Inc. 2002-2017
- Florida State-Certified General Appraiser RZ165
- Holds the MAI & SRA designations conferred by the Appraisal Institute
- Holds the CFM designation conferred by the Association of State Floodplain Managers
- His practice is both residential & commercial
- He has experience in condemnation appraisal practice and in other before-and-after method appraisal assignments
- He's an expert in easement analysis, fractional interest appraisals, and FEMA 50% Rule appraisals
- He's qualified as an expert witness in Circuit Court and Federal Bankruptcy Court

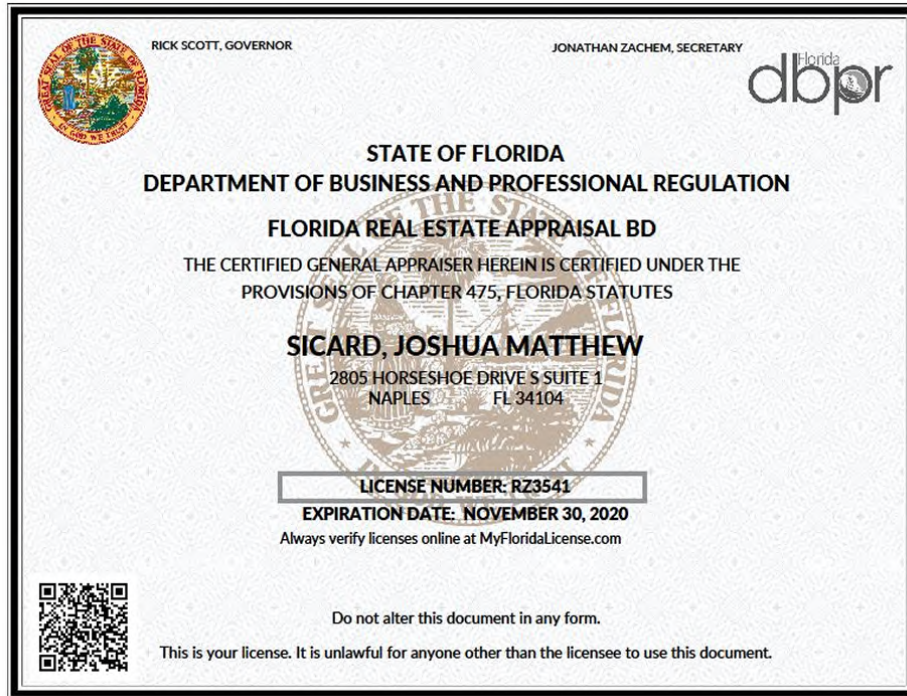
His license and certificates are copied at the end of this section.





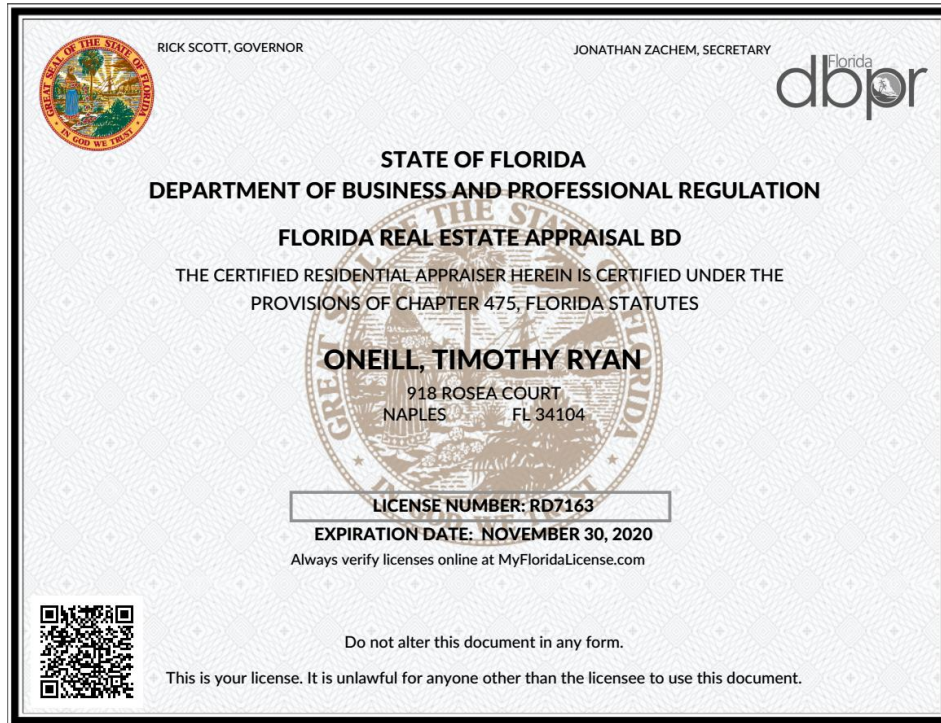


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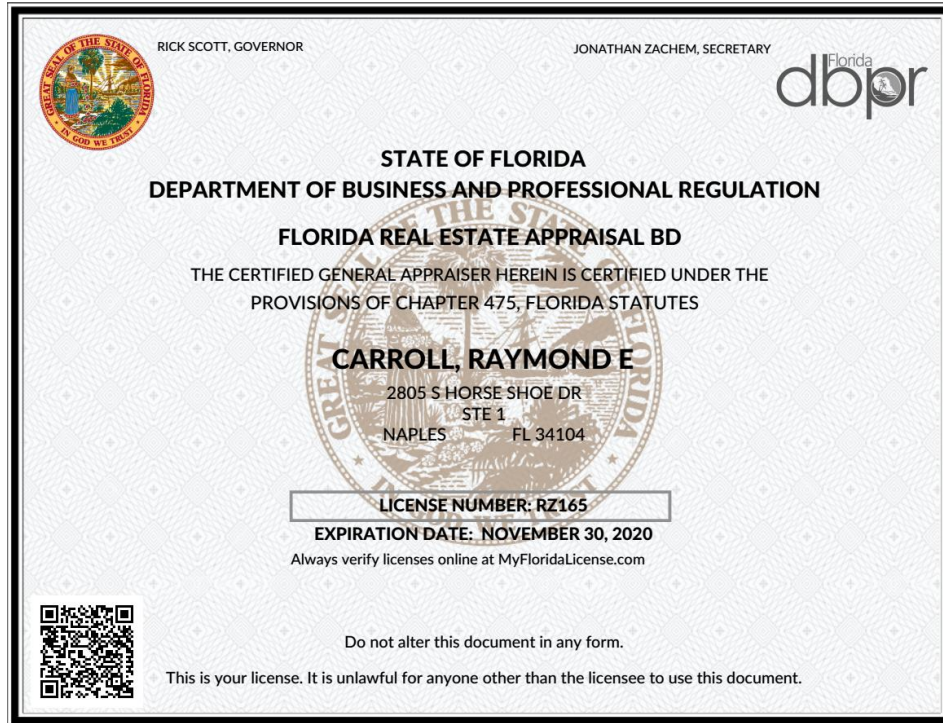


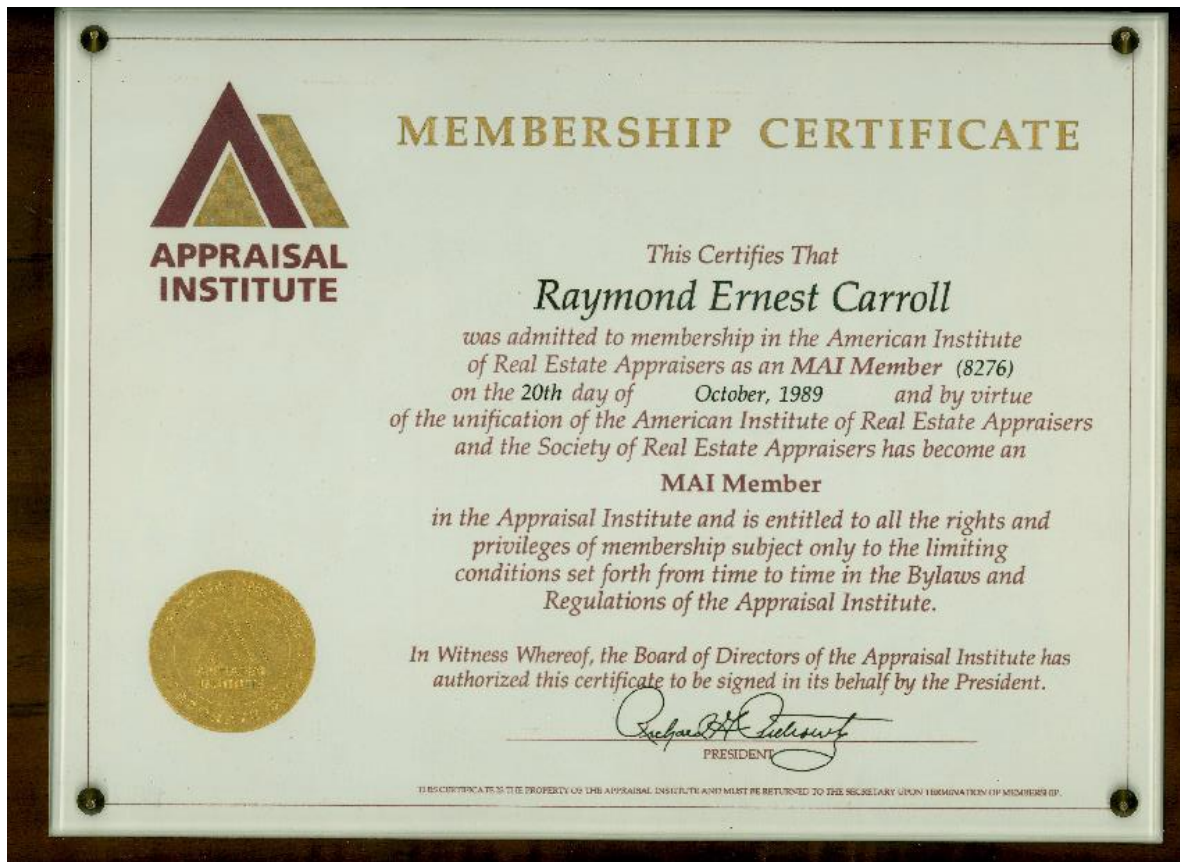




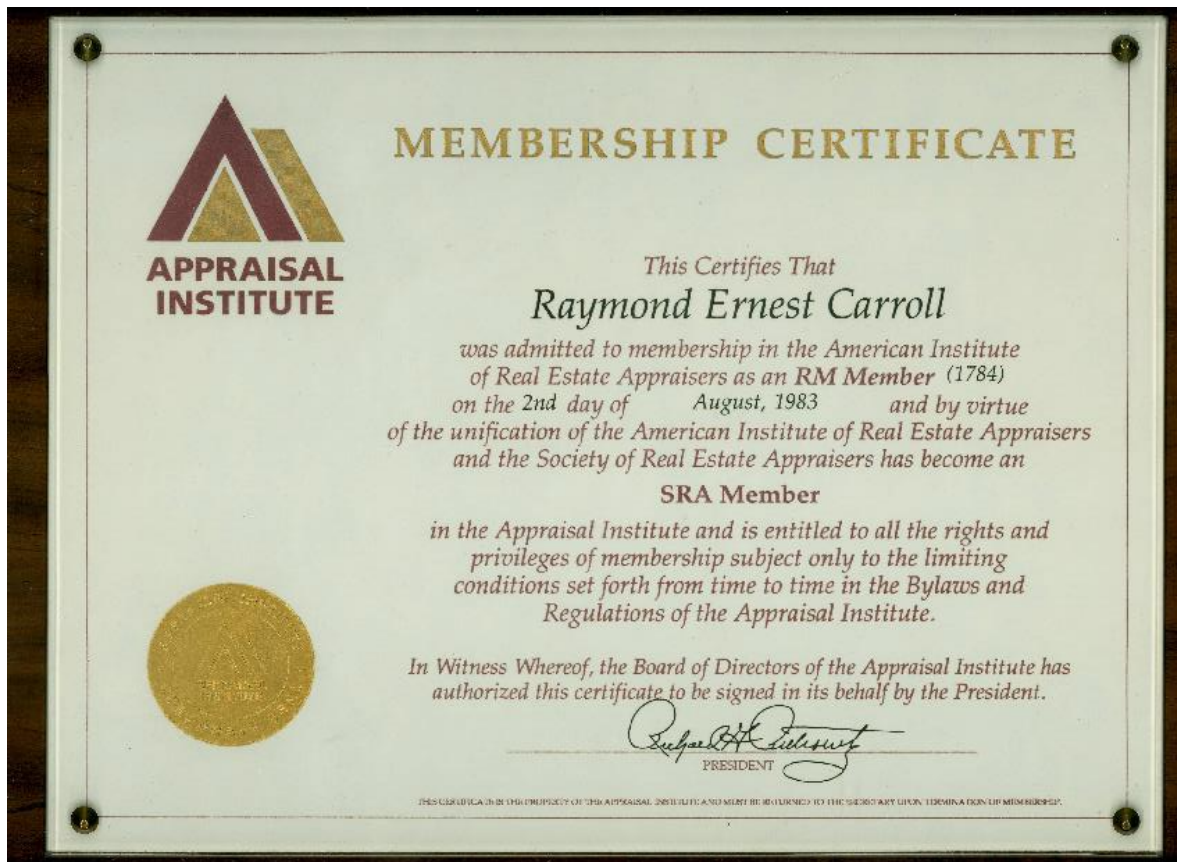


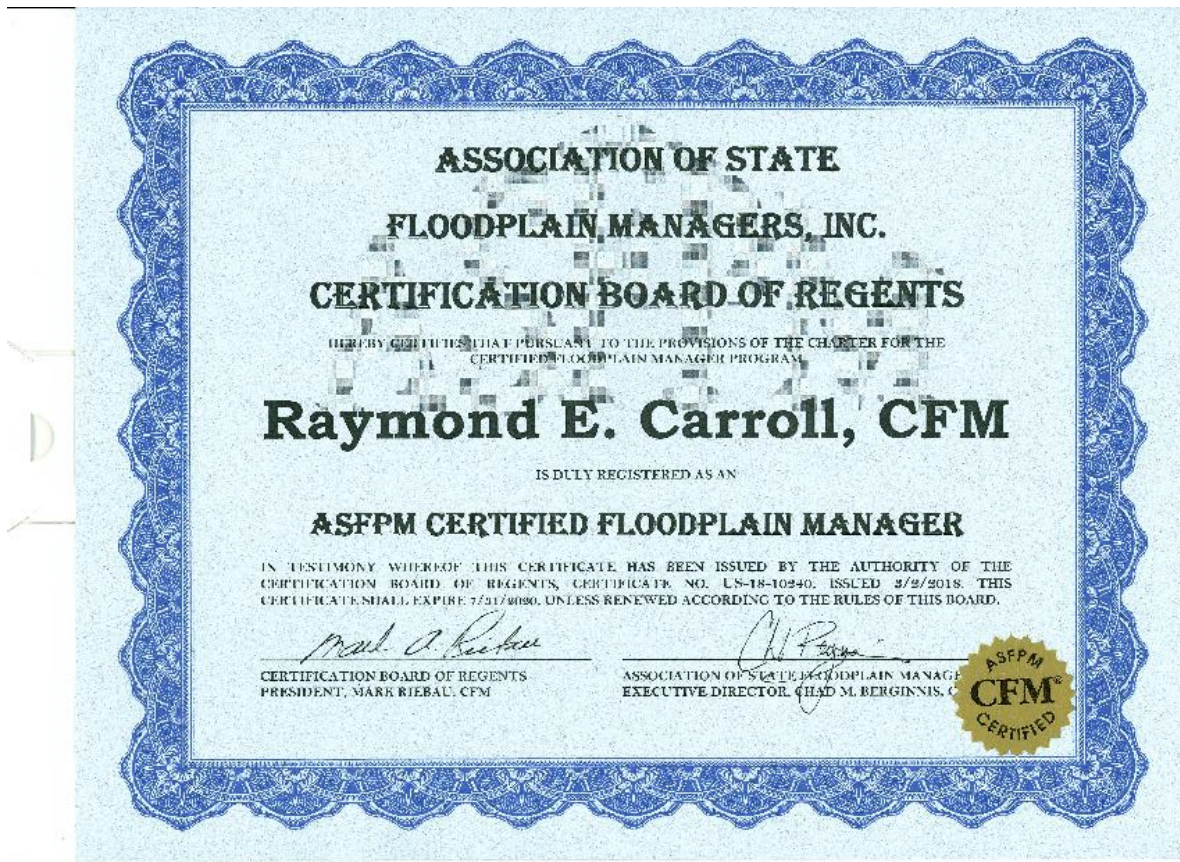












*Request for Proposal, Solicitation No. 20-7778  
Right of Way Acquisition Services*

#### **EVALUATION CRITERIA NO. 6: LOCAL VENDOR PREFERENCE**

FLAA is not a local vendor as defined in the RFP. Rather, we maintain offices in Tampa, Lakeland, and Tallahassee, with employees working from the Panhandle to Miami. FLAA is fully capable of delivering expert services across the state, as evidenced by our contracts with FDOT's District 4 (Miami-Dade) and District 4 (Palm Beach). By efficient personnel assignments and leveraged technology, we can maintain project schedules with positive a float at or below budget.



*Florida Acquisition & Appraisal, Inc.*

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*[www.flaa.com](http://www.flaa.com)*





### Vendor Check List

**IMPORTANT:** Please review carefully and submit with your Proposal/Bid. All applicable documents shall be submitted electronically through BidSync. Vendor should checkoff each of the following items:

- ☒ General Bid Instructions has been acknowledged and accepted.
- ☒ Collier County Purchase Order Terms and Conditions have been acknowledged and accepted.
- ☒ Form 1: Vendor Declaration Statement
- ☒ Form 2: Conflict of Interest Certification
- ☒ Proof of status from Division of Corporations - Florida Department of State (If work performed in the State) - <http://dos.myflorida.com/sunbiz/> should be attached with your submittal.
- ☒ Vendor **MUST** be enrolled in the E-Verify - <https://www.e-verify.gov/> at the time of submission of the proposal/bid.
- ☒ Form 3: Immigration Affidavit Certification **MUST** be signed and attached with your submittal or you **MAY** be **DEEMED NON-RESPONSIVE**
- ☒ E-Verify Memorandum of Understanding or Company Profile page should be attached with your submittal.
- ☒ Form 4: Certification for Claiming Status as a Local Business, **if applicable**, has been executed and returned. Collier or Lee County Business Tax Receipt should be attached with your submittal to be considered.
- ☒ Form 5: Reference Questionnaires form must be utilized for each requested reference and included with your submittal, id applicable to the solicitation.
- ☒ Form 6: Grant Provisions and Assurances package in its entirety, **if applicable**, are executed and should be included with your submittal. All forms must be executed, or you **MAY** be **DEEMED NON-RESPONSIVE**.
- ☒ Vendor W-9 Form.
- ☒ Vendor acknowledges Insurance Requirements and is prepared to produce the required insurance certificate(s) within five (5) days of the County's issuance of a Notice of Recommend Award.
- ☒ The Bid Schedule has been completed and attached with your submittal, applicable to bids.
- ☒ Copies of all requested licenses and/or certifications to complete the requirements of the project.
- ☒ All addenda have been signed and attached, or you **MAY** be **DEEMED NON-RESPONSIVE**.
- ☒ County's IT Technical Architecture Requirements has been acknowledged and accepted, if applicable.
- ☒ Any and all supplemental requirements and terms has been acknowledged and accepted, if applicable.



## Form 1: Vendor Declaration Statement

BOARD OF COUNTY COMMISSIONERS  
Collier County Government Complex  
Naples, Florida 34112

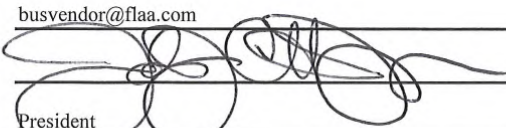
Dear Commissioners:

The undersigned, as Vendor declares that this response is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud. The Vendor hereby declares the instructions, purchase order terms and conditions, requirements, and specifications/scope of work of this solicitation have been fully examined and accepted.

The Vendor agrees, if this solicitation submittal is accepted by Collier County, to accept a Purchase Order as a form of a formal contract or to execute a Collier County formal contract for purposes of establishing a contractual relationship between the Vendor and Collier County, for the performance of all requirements to which this solicitation pertains. The Vendor states that the submitted is based upon the documents listed by the above referenced solicitation. The Vendor agrees to comply with the requirements in accordance with the terms, conditions and specifications denoted herein and according to the pricing submitted as a part of the Vendor's bids.

**Further, the Vendor agrees that if awarded a contract for these goods and/or services, the Vendor will not be eligible to compete, submit a proposal, be awarded, or perform as a sub-vendor for any future associated work that is a result of this awarded contract.**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 21<sup>st</sup> day of Sept., 2020 in the County of Hillsborough, in the State of Florida.

|                                                  |                                                                                            |
|--------------------------------------------------|--------------------------------------------------------------------------------------------|
| Firm's Legal Name:                               | <u>Florida Acquisition &amp; Appraisal, Inc.</u>                                           |
| Address:                                         | <u>410 S. Ware Blvd., Suite 700</u>                                                        |
| City, State, Zip Code:                           | <u>Tampa, FL 33619</u>                                                                     |
| Florida Certificate of Authority Document Number | <u>P95999959188</u>                                                                        |
| Federal Tax Identification Number                | <u>59-3331947</u>                                                                          |
| *CCR # or CAGE Code                              | <u></u>                                                                                    |
| *Only if Grant Funded                            | <u></u>                                                                                    |
| Telephone:                                       | <u>813-241-6354</u>                                                                        |
| Email:                                           | <u>busvendor@flaa.com</u>                                                                  |
| Signature by:<br>(Typed and written)             | <u></u> |
| Title:                                           | <u>President</u>                                                                           |

## Additional Contact Information

|                                                                                                     |                                       |
|-----------------------------------------------------------------------------------------------------|---------------------------------------|
| <b>Send payments to:</b><br>(required if different from<br>above)                                   | Florida Acquisition & Appraisal, Inc. |
| Contact name:                                                                                       | Company name used as payee            |
|                                                                                                     | Jill Allen                            |
| Title:                                                                                              | Bookkeeper                            |
| Address:                                                                                            | P.O. Box 89007                        |
| City, State, ZIP                                                                                    | Tampa, FL 33689                       |
| Telephone:                                                                                          | 813-241-6354, ext. 4                  |
|                                                                                                     |                                       |
| Email:                                                                                              | jallen@flaa.com                       |
| <b>Office servicing Collier<br/>County to place orders</b><br>(required if different from<br>above) |                                       |
| Contact name:                                                                                       |                                       |
| Title:                                                                                              |                                       |
| Address:                                                                                            |                                       |
| City, State, ZIP                                                                                    |                                       |
| Telephone:                                                                                          |                                       |
| Email:                                                                                              |                                       |



### Form 2: Conflict of Interest Certification Affidavit

The Vendor certifies that, to the best of its knowledge and belief, the past and current work on any Collier County project affiliated with this solicitation does not pose an organizational conflict as described by one of the three categories below:

**Biased ground rules** – The firm has not set the “ground rules” for affiliated past or current Collier County project identified above (e.g., writing a procurement’s statement of work, specifications, or performing systems engineering and technical direction for the procurement) which appears to skew the competition in favor of my firm.

**Impaired objectivity** – The firm has not performed work on an affiliated past or current Collier County project identified above to evaluate proposals / past performance of itself or a competitor, which calls into question the contractor’s ability to render impartial advice to the government.

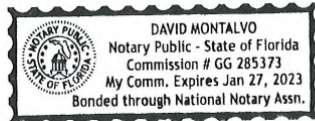
**Unequal access to information** – The firm has not had access to nonpublic information as part of its performance of a Collier County project identified above which may have provided the contractor (or an affiliate) with an unfair competitive advantage in current or future solicitations and contracts.

In addition to this signed affidavit, the contractor / vendor must provide the following:

1. All documents produced as a result of the work completed in the past or currently being worked on for the above-mentioned project; and,
2. Indicate if the information produced was obtained as a matter of public record (in the “sunshine”) or through non-public (not in the “sunshine”) conversation (s), meeting(s), document(s) and/or other means.

Failure to disclose all material or having an organizational conflict in one or more of the three categories above be identified, may result in the disqualification for future solicitations affiliated with the above referenced project(s).

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the project identified above has been fully disclosed and does not pose an organizational conflict.



Florida Acquisition & Appraisal, Inc.  
Company Name

Signature

John J. Curatelli, Jr., President  
Print Name and Title

State of Florida

County of Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21<sup>st</sup> day of September, 2020, by John J. Curatelli, Jr.

(Signature of Notary Public - State of Florida)

DAVID MONTALVO  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ~~OR Produced Identification~~

Type of Identification Produced



## *State of Florida Department of State*

I certify from the records of this office that FLORIDA ACQUISITION & APPRAISAL, INC. is a corporation organized under the laws of the State of Florida, filed on July 28, 1995.

The document number of this corporation is P95000059188.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on April 1, 2020, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-ninth day of April,  
2020*



*Randy R.*  
**Secretary of State**

Tracking Number: 5699083690CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>





## Form 3: Immigration Affidavit Certification

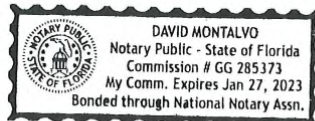
This Affidavit is required and should be signed, by an authorized principal of the firm and submitted with formal solicitation submittals. Further, Vendors are required to be enrolled in the E-Verify program (<https://www.e-verify.gov/>), at the time of the submission of the Vendor's proposal/bid. Acceptable evidence of your enrollment consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company *which will be produced at the time of the submission of the Vendor's proposal/bid or within five (5) day of the County's Notice of Recommend Award.*

**FAILURE TO EXECUTE THIS AFFIDAVIT CERTIFICATION AND SUBMIT WITH VENDOR'S PROPOSAL/BID MAY DEEM THE VENDOR'S AS NON-RESPONSIVE.**

Collier County will not intentionally award County contracts to any Vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Collier County may consider the employment by any Vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Collier County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's proposal/bid.



Florida Acquisition &amp; Appraisal, Inc.

Company Name

Signature

John J. Curatelli, Jr., President  
Print Name and Title

State of Florida

County of Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21<sup>st</sup> day of September, 2020, by John J. Curatelli, Jr.

(Signature of Notary Public - State of Florida)

DAVID MONTALVO

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ~~OR Produced Identification~~

\_\_\_\_\_  
Type of Identification Produced



Official Website of the Department of Homeland Security

Welcome

Jana Curetelli

Company

Florida Acquisition & Appraisal, Inc.

JCI

HOME

CASES

PROFILE

COMPANY

REPORTS

RESOURCES

LOG



Visit the



Message Center

to get the latest

E-Verify News and Information





Verify Employee



Search Cases



View Resources



Contact Us

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N/A

#### Form 4: Vendor Submittal – Local Vendor Preference Certification

(Check Appropriate Boxes Below)

State of Florida (Select County if Vendor is described as a Local Business)

- ☐ Collier County  
☐ Lee County

Vendor affirms that it is a local business as defined by the Procurement Ordinance of the Collier County Board of County Commissioners and the Regulations Thereto. As defined in Section Fifteen of the Collier County Procurement Ordinance:

Local business means the vendor has a current Business Tax Receipt issued by the Collier County Tax Collector prior to bid or proposal submission to do business within Collier County, and that identifies the business with a permanent physical business address located within the limits of Collier County from which the vendor's staff operates and performs business in an area zoned for the conduct of such business. A Post Office Box or a facility that receives mail, or a non-permanent structure such as a construction trailer, storage shed, or other non-permanent structure shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Collier County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, support and increase to the County's tax base, and residency of employees and principals of the business within Collier County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one year under this section.

Vendor must complete the following information:

Year Business Established in ☐ Collier County or ☐ Lee County: \_\_\_\_\_

Number of Employees (Including Owner(s) or Corporate Officers): \_\_\_\_\_

Number of Employees Living in ☐ Collier County or ☐ Lee (Including Owner(s) or Corporate Officers): \_\_\_\_\_

If requested by the County, Vendor will be required to provide documentation substantiating the information given in this certification. **Failure to do so will result in vendor's submission being deemed not applicable.**

Sign and Date Certification:

Under penalties of perjury, I certify that the information shown on this form is correct to my knowledge.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address in Collier or Lee County: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Collier County

Solicitation 20-7778



**Form 5 Reference Questionnaire**  
**(USE ONE FORM FOR EACH REQUIRED REFERENCE)**

|                                                                                  |                                                                                                   |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| <b>Solicitation: 20-7778</b>                                                     |                                                                                                   |
| Reference Questionnaire for:<br><b>Florida Acquisition &amp; Appraisal, Inc.</b> |                                                                                                   |
| (Name of Company Requesting Reference Information)                               |                                                                                                   |
| <b>Jack Curatelli, SR/WA</b>                                                     |                                                                                                   |
| (Name of Individuals Requesting Reference Information)                           |                                                                                                   |
| Name: Ray Youmans<br>(Evaluator completing reference questionnaire)              | Company: Michael Baker Intl (formerly w/ BluePrint)<br>(Evaluator's Company completing reference) |
| Email: ray.youmans@mbakerintl.com      FAX:                                      | Telephone: 843-745-8821                                                                           |

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: BluePrint On-Call R/W Services      Completion Date: Ongoing

Project Budget: Contract: \$1,271,085.71 / Billed: \$1,194,122.83      Project Number of Days: Ongoing

| Item                            | Criteria                                                                                                                                    | Score (must be completed) |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 1                               | Ability to manage the project costs (minimize change orders to scope).                                                                      | 10                        |
| 2                               | Ability to maintain project schedule (complete on-time or early).                                                                           | 10                        |
| 3                               | Quality of work.                                                                                                                            | 10                        |
| 4                               | Quality of consultative advice provided on the project.                                                                                     | 10                        |
| 5                               | Professionalism and ability to manage personnel.                                                                                            | 10                        |
| 6                               | Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.) | 9.5                       |
| 7                               | Ability to verbally communicate and document information clearly and succinctly.                                                            | 10                        |
| 8                               | Ability to manage risks and unexpected project circumstances.                                                                               | 10                        |
| 9                               | Ability to follow contract documents, policies, procedures, rules, regulations, etc.                                                        | 10                        |
| 10                              | Overall comfort level with hiring the company in the future (customer satisfaction).                                                        | 10                        |
| <b>TOTAL SCORE OF ALL ITEMS</b> |                                                                                                                                             |                           |

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\*\*\*UPDATED JANUARY 28, 2020\*\*\*

*Request for Proposal, Solicitation No. 20-7778  
Right of Way Acquisition Services*

## **SURVEY PROJECT DESCRIPTION**

### **BLUEPRINT INTERGOVERNMENTAL AGENCY / CITY OF TALLAHASSEE / LEON COUNTY: Capital Circle.**

Jack assisted the Agency in developing its right of way program with FLAA being the first consultant to utilize the acquisition incentive program. Jack/FLAA has managed, directed, or provided production support under this task-oriented project since its inception well more than ten years ago. The scope of services included right of way cost estimating; acquisition; business damage coordination and negotiation; relocation; closing support; suit information and legal support; value findings; property management/demolition; and contracting services for more than 300 parcels. Jack was personally tasked with more than 30 parcels requiring full-service property management, demolition contracting, utility disconnects, and other related services under FDOT, District 3 auspices. Projects included several sections of Capital Circle and FAMU Way.





Collier County

Solicitation 20-7778



**Form 5 Reference Questionnaire**  
**(USE ONE FORM FOR EACH REQUIRED REFERENCE)**

|                                                                                  |                                                                        |
|----------------------------------------------------------------------------------|------------------------------------------------------------------------|
| <b>Solicitation: 20-7778</b>                                                     |                                                                        |
| Reference Questionnaire for:<br><b>Florida Acquisition &amp; Appraisal, Inc.</b> |                                                                        |
| (Name of Company Requesting Reference Information)                               |                                                                        |
| <b>Jack Curatelli, SR/WA</b>                                                     |                                                                        |
| (Name of Individuals Requesting Reference Information)                           |                                                                        |
| Name: <b>Renee Hailey</b><br>(Evaluator completing reference questionnaire)      | Company: <b>FDOT, D1</b><br>(Evaluator's Company completing reference) |
| Email: <b>renee.hailey@dot.state.fl.us</b>                                       | FAX: _____ Telephone: <b>863-519-2449</b>                              |

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: SR542 (1st St S. to Buckeye) Completion Date: 02/20/2017

Project Budget: 731,300 Contact / 634,862.03 Billed Project Number of Days: \_\_\_\_\_

| Item                            | Criteria                                                                                                                                    | Score (must be completed) |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 1                               | Ability to manage the project costs (minimize change orders to scope).                                                                      | 10                        |
| 2                               | Ability to maintain project schedule (complete on-time or early).                                                                           | 9                         |
| 3                               | Quality of work.                                                                                                                            | 9                         |
| 4                               | Quality of consultative advice provided on the project.                                                                                     | 9                         |
| 5                               | Professionalism and ability to manage personnel.                                                                                            | 9                         |
| 6                               | Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.) | 9                         |
| 7                               | Ability to verbally communicate and document information clearly and succinctly.                                                            | 9                         |
| 8                               | Ability to manage risks and unexpected project circumstances.                                                                               | 9                         |
| 9                               | Ability to follow contract documents, policies, procedures, rules, regulations, etc.                                                        | 9                         |
| 10                              | Overall comfort level with hiring the company in the future (customer satisfaction).                                                        | 10                        |
| <b>TOTAL SCORE OF ALL ITEMS</b> |                                                                                                                                             |                           |

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\*\*\*UPDATED JANUARY 28, 2020\*\*\*

*Request for Proposal, Solicitation No. 20-7778  
Right of Way Acquisition Services*

## **SURVEY PROJECT DESCRIPTION**

### **FDOT, DISTRICT 1: SR 542 from 1<sup>st</sup> Street to Buckeye Loop (2013-2016).**

FLAA was directly contracted for this 66-parcel right of way project in Winter Haven, Polk County. The contract included the partial acquisition of both commercial and residential properties. Some of the more complex parcels included a TECO sub-station, Ducat Investments, and the United States Post Office. Additionally, FLAA was responsible for acquisition negotiations and suit preparation, RWMS, Agent Price Estimates, and subconsultant management and training. The project was completed over a year ahead of schedule. Length:  $\pm 2.6$  miles.

### **FDOT, DISTRICT 1: US 17 from S of West 9<sup>th</sup> Street to N of West 3<sup>rd</sup> Street (2013-2015).**

FLAA was directly contracted for this 20-parcel right of way contract in Zolfo Springs, Hardee County, which required the acquisition of predominantly commercial property including several CSX railroad and municipal properties that were negotiated very efficiently on an incentive basis. FLAA achieved over 85% negotiated settlement rate while finishing the project ahead of schedule. Length:  $\pm 0.75$  miles.

Collier County

Solicitation 20-7778



**Form 5 Reference Questionnaire**  
**(USE ONE FORM FOR EACH REQUIRED REFERENCE)**

|                                                                                  |                                                                                              |
|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| <b>Solicitation: 20-7778</b>                                                     |                                                                                              |
| Reference Questionnaire for:<br><b>Florida Acquisition &amp; Appraisal, Inc.</b> |                                                                                              |
| (Name of Company Requesting Reference Information)                               |                                                                                              |
| <b>Jack Curatelli, SR/WA</b>                                                     |                                                                                              |
| (Name of Individuals Requesting Reference Information)                           |                                                                                              |
| Name: Sarah Earls<br>(Evaluator completing reference questionnaire)              | Company: FDOT, Central Office (prev. FDOT, D4)<br>(Evaluator's Company completing reference) |
| Email: sarah.earls@dot.state.fl.us                                               | FAX: Telephone: 850-414-4587                                                                 |

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: R/W Acq. Svcs - Port St. Lucie Blvd Completion Date: 7/10/2019

Project Budget: \$135,524.00 Project Number of Days: \_\_\_\_\_

| Item                            | Criteria                                                                                                                                    | Score (must be completed) |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 1                               | Ability to manage the project costs (minimize change orders to scope).                                                                      | 10                        |
| 2                               | Ability to maintain project schedule (complete on-time or early).                                                                           | 10                        |
| 3                               | Quality of work.                                                                                                                            | 9                         |
| 4                               | Quality of consultative advice provided on the project.                                                                                     | 9                         |
| 5                               | Professionalism and ability to manage personnel.                                                                                            | 10                        |
| 6                               | Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.) | 9                         |
| 7                               | Ability to verbally communicate and document information clearly and succinctly.                                                            | 9                         |
| 8                               | Ability to manage risks and unexpected project circumstances.                                                                               | 10                        |
| 9                               | Ability to follow contract documents, policies, procedures, rules, regulations, etc.                                                        | 10                        |
| 10                              | Overall comfort level with hiring the company in the future (customer satisfaction).                                                        | 10                        |
| <b>TOTAL SCORE OF ALL ITEMS</b> |                                                                                                                                             |                           |

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\*\*\*UPDATED JANUARY 28, 2020\*\*\*



*Request for Proposal, Solicitation No. 20-7778  
Right of Way Acquisition Services*

## **SURVEY PROJECT DESCRIPTION**

### **FDOT, DISTRICT 4: Districtwide Relocation & Acquisition Services (2016-2021).**

FLAA was selected for this Districtwide contract to provide right of way acquisition, negotiations, relocation, cost estimating, suit information support, property management, survey, mapping, general contracting, land planning, cost-to-cure, language translation and interpretation, environmental/asbestos management, and business damage estimating. FLAA has been tasked with two acquisition projects, providing negotiations on Port Lucie Blvd (completed) and I-95/PGA/Central Boulevard interchange (in progress).



*Florida Acquisition & Appraisal, Inc.*

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[www.flaa.com](http://www.flaa.com)

Collier County

Solicitation 20-7778



**Form 5 Reference Questionnaire**  
**(USE ONE FORM FOR EACH REQUIRED REFERENCE)**

|                                                                                  |                                                                 |
|----------------------------------------------------------------------------------|-----------------------------------------------------------------|
| <b>Solicitation: 20-7778</b>                                                     |                                                                 |
| Reference Questionnaire for:<br><b>Florida Acquisition &amp; Appraisal, Inc.</b> |                                                                 |
| (Name of Company Requesting Reference Information)                               |                                                                 |
| <b>Jack Curatelli, SR/WA</b>                                                     |                                                                 |
| (Name of Individuals Requesting Reference Information)                           |                                                                 |
| Name: Tania Shagoury<br>(Evaluator completing reference questionnaire)           | Company: FDOT, D6<br>(Evaluator's Company completing reference) |
| Email: tania.shagoury@dot.state.fl.us                                            | FAX: 305-470-5193      Telephone: 305-470-5193                  |

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: DW R/W Acq. & Relo Consultant (Staffing)      Completion Date: Ongoing

Project Budget: \$5,000,000 (Contract)      Project Number of Days: Ongoing

| Item                            | Criteria                                                                                                                                    | Score (must be completed) |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 1                               | Ability to manage the project costs (minimize change orders to scope).                                                                      | 10                        |
| 2                               | Ability to maintain project schedule (complete on-time or early).                                                                           | 10                        |
| 3                               | Quality of work.                                                                                                                            | 10                        |
| 4                               | Quality of consultative advice provided on the project.                                                                                     | 10                        |
| 5                               | Professionalism and ability to manage personnel.                                                                                            | 10                        |
| 6                               | Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.) | 10                        |
| 7                               | Ability to verbally communicate and document information clearly and succinctly.                                                            | 10                        |
| 8                               | Ability to manage risks and unexpected project circumstances.                                                                               | 10                        |
| 9                               | Ability to follow contract documents, policies, procedures, rules, regulations, etc.                                                        | 10                        |
| 10                              | Overall comfort level with hiring the company in the future (customer satisfaction).                                                        | 10                        |
| <b>TOTAL SCORE OF ALL ITEMS</b> |                                                                                                                                             |                           |

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\*\*\*UPDATED JANUARY 28, 2020\*\*\*

*Request for Proposal, Solicitation No. 20-7778  
Right of Way Acquisition Services*

## **SURVEY PROJECT DESCRIPTION**

### **FDOT, DISTRICT 6: Districtwide Right of Way Acquisition & Relocation Services (2016-2021).**

FLAA provides full-service right of way staffing to facilitate Acquisition and Relocation for the District encompassing Miami-Dade and Monroe Counties. This is a full-service Continuing Services Contract Right of Way acquisition, negotiations, relocation, cost estimating, suit information support, property management and related services contract. FLAA currently provides three embedded staff working within FDOT's office in Miami, Florida.



*Florida Acquisition & Appraisal, Inc.*

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[www.flaa.com](http://www.flaa.com)

Collier County

Solicitation 20-7778



**Form 5 Reference Questionnaire**  
**(USE ONE FORM FOR EACH REQUIRED REFERENCE)**

|                                                                                  |                                                                         |
|----------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| <b>Solicitation: 20-7778</b>                                                     |                                                                         |
| Reference Questionnaire for:<br><b>Florida Acquisition &amp; Appraisal, Inc.</b> |                                                                         |
| (Name of Company Requesting Reference Information)                               |                                                                         |
| <b>Jack Curatelli, SR/WA</b>                                                     |                                                                         |
| (Name of Individuals Requesting Reference Information)                           |                                                                         |
| Name: Greg James, CPM, MBA<br>(Evaluator completing reference questionnaire)     | Company: City of Lakeland<br>(Evaluator's Company completing reference) |
| Email: greg.james@lakelandgov.net      FAX:                                      | Telephone: 863-834-8440                                                 |

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: R/W Acq. Svcs - Brunel Pkwy      Completion Date: 12/31/2017  
 Project Budget: \$27,300      Project Number of Days: \_\_\_\_\_

| Item                            | Criteria                                                                                                                                    | Score (must be completed) |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 1                               | Ability to manage the project costs (minimize change orders to scope).                                                                      | 10                        |
| 2                               | Ability to maintain project schedule (complete on-time or early).                                                                           | 10                        |
| 3                               | Quality of work.                                                                                                                            | 10                        |
| 4                               | Quality of consultative advice provided on the project.                                                                                     | 10                        |
| 5                               | Professionalism and ability to manage personnel.                                                                                            | 10                        |
| 6                               | Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.) | 10                        |
| 7                               | Ability to verbally communicate and document information clearly and succinctly.                                                            | 10                        |
| 8                               | Ability to manage risks and unexpected project circumstances.                                                                               | 10                        |
| 9                               | Ability to follow contract documents, policies, procedures, rules, regulations, etc.                                                        | 10                        |
| 10                              | Overall comfort level with hiring the company in the future (customer satisfaction).                                                        | 10                        |
| <b>TOTAL SCORE OF ALL ITEMS</b> |                                                                                                                                             |                           |

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\*\*\*UPDATED JANUARY 28, 2020\*\*\*

*Request for Proposal, Solicitation No. 20-7778  
Right of Way Acquisition Services*

## **SURVEY PROJECT DESCRIPTION**

### **CITY OF LAKE LAND: Continuing Contract and Agreement for Right of Way Acquisition Professional Services (2016-Present).**

This is a task-oriented, multi-year contract with an acquisition-oriented scope. The first task of this contract for Brunnell Parkway was completed with the acquiring of voluntary perpetual easements for sidewalk development and improvement. The second task was for voluntary acquisition of properties to establish Lake Parker's tributary swamp intending to improve water quality in the community.



*Florida Acquisition & Appraisal, Inc.*

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[www.flaa.com](http://www.flaa.com)

Collier County

Solicitation 20-7778



**Form 5 Reference Questionnaire**  
**(USE ONE FORM FOR EACH REQUIRED REFERENCE)**

|                                                                                  |                                                                                          |
|----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| <b>Solicitation: 20-7778</b>                                                     |                                                                                          |
| Reference Questionnaire for:<br><b>Florida Acquisition &amp; Appraisal, Inc.</b> |                                                                                          |
| (Name of Company Requesting Reference Information)                               |                                                                                          |
| <b>Jack Curatelli, SR/WA</b>                                                     |                                                                                          |
| (Name of Individuals Requesting Reference Information)                           |                                                                                          |
| Name: R. Wade Allen<br>(Evaluator completing reference questionnaire)            | Company: Polk County, Real Estate Services<br>(Evaluator's Company completing reference) |
| Email: wadeallen@polk-county.net                                                 | FAX: Telephone: 863-534-2577                                                             |

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: R/W Acq. Svcs - Pipkin Rd. (W & E) Completion Date: Ongoing

Project Budget: \$286,500 (West) / \$158,000 (East) Project Number of Days: Ongoing

| Item                            | Criteria                                                                                                                                    | Score (must be completed) |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 1                               | Ability to manage the project costs (minimize change orders to scope).                                                                      | 10                        |
| 2                               | Ability to maintain project schedule (complete on-time or early).                                                                           | 10                        |
| 3                               | Quality of work.                                                                                                                            | 10                        |
| 4                               | Quality of consultative advice provided on the project.                                                                                     | 10                        |
| 5                               | Professionalism and ability to manage personnel.                                                                                            | 10                        |
| 6                               | Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.) | 10                        |
| 7                               | Ability to verbally communicate and document information clearly and succinctly.                                                            | 10                        |
| 8                               | Ability to manage risks and unexpected project circumstances.                                                                               | 10                        |
| 9                               | Ability to follow contract documents, policies, procedures, rules, regulations, etc.                                                        | 10                        |
| 10                              | Overall comfort level with hiring the company in the future (customer satisfaction).                                                        | 10                        |
| <b>TOTAL SCORE OF ALL ITEMS</b> |                                                                                                                                             |                           |

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\*\*\*UPDATED JANUARY 28, 2020\*\*\*

*Request for Proposal, Solicitation No. 20-7778  
Right of Way Acquisition Services*

## **SURVEY PROJECT DESCRIPTION**

### **POLK COUNTY: Countywide Right of Way Services (2019-Present).**

FLAA was re-selected to provide on-call right of way services to the County on an as-needed basis. Tasks 1 & 2 were for the West and East segments of West Pipkin Road, where FLAA was issued over 30 parcels with significant attorney representation. Properties included trusts, churches, a convenience stores, and an auto repair facility/tow lot.



Collier County

Solicitation 20-7778



**Form 5 Reference Questionnaire**  
**(USE ONE FORM FOR EACH REQUIRED REFERENCE)**

|                                                                                  |                                                             |
|----------------------------------------------------------------------------------|-------------------------------------------------------------|
| <b>Solicitation: 20-7778</b>                                                     |                                                             |
| Reference Questionnaire for:<br><b>Florida Acquisition &amp; Appraisal, Inc.</b> |                                                             |
| (Name of Company Requesting Reference Information)                               |                                                             |
| <b>Jack Curatelli, SR/WA</b>                                                     |                                                             |
| (Name of Individuals Requesting Reference Information)                           |                                                             |
| Name: Daniel Kristoff, PE<br>(Evaluator completing reference questionnaire)      | Company: RS&H<br>(Evaluator's Company completing reference) |
| Email: daniel.kristoff@rsandh.com                                                | FAX: Telephone: 904-256-2139                                |

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: FDOT, D3 US98 PD&E Cost Estimating Completion Date: Contract: 2020 FLAA Task: 2019

Project Budget: Contract: \$100,439.91 Project Number of Days: 197 (FLAA Task)

| Item                            | Criteria                                                                                                                                    | Score (must be completed) |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 1                               | Ability to manage the project costs (minimize change orders to scope).                                                                      | 10                        |
| 2                               | Ability to maintain project schedule (complete on-time or early).                                                                           | 10                        |
| 3                               | Quality of work.                                                                                                                            | 10                        |
| 4                               | Quality of consultative advice provided on the project.                                                                                     | 10                        |
| 5                               | Professionalism and ability to manage personnel.                                                                                            | 10                        |
| 6                               | Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.) | 10                        |
| 7                               | Ability to verbally communicate and document information clearly and succinctly.                                                            | 9                         |
| 8                               | Ability to manage risks and unexpected project circumstances.                                                                               | 10                        |
| 9                               | Ability to follow contract documents, policies, procedures, rules, regulations, etc.                                                        | 10                        |
| 10                              | Overall comfort level with hiring the company in the future (customer satisfaction).                                                        | 10                        |
| <b>TOTAL SCORE OF ALL ITEMS</b> |                                                                                                                                             |                           |

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*Request for Proposal, Solicitation No. 20-7778  
Right of Way Acquisition Services*

#### **SURVEY PROJECT DESCRIPTION**

**FDOT, DISTRICT 3 / RS&H: SR30 (US98) Gulf Breeze Pkwy from Portside Drive to Okaloosa County Line & SR30 (US98) from Santa Rosa County Line to SR393 Mary Esther Blvd (2016-2019).**

FLAA was contracted to perform cost estimating and conceptual stage relocation assessments on this project consisting of over 100 parcels along nearly 20 miles of Highway 98, crossing Okaloosa and Santa Rosa county lines. FLAA worked closely with the Engineer to ensure correct properties were accounted for, and that design deviations were reflected in the final estimate. FLAA made recommendations where appropriate to assist with minimizing costly impacts in significantly developed and restricted areas.



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                         |                               |                            |                         |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |  |   |   |   |   |   |   |   |
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| <b>Form W-9</b><br>(Rev. October 2018)<br>Department of the Treasury<br>Internal Revenue Service                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Request for Taxpayer Identification Number and Certification</b><br>▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Give Form to the requester. Do not send to the IRS.                                                                                                                                                                                                                     |                               |                            |                         |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |  |   |   |   |   |   |   |   |
| Print or type. See Specific Instructions on page 3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>Florida Acquisition &amp; Appraisal, Inc.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                         |                               |                            |                         |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |  |   |   |   |   |   |   |   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 2 Business name/disregarded entity name, if different from above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                         |                               |                            |                         |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |  |   |   |   |   |   |   |   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input type="checkbox"/> C Corporation<br><input checked="" type="checkbox"/> S Corporation<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Trust/estate<br><br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____<br><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.<br><br><input type="checkbox"/> Other (see instructions) ▶ _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from FATCA reporting code (if any) _____<br><small>(Applies to accounts maintained outside the U.S.)</small> |                               |                            |                         |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |  |   |   |   |   |   |   |   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 5 Address (number, street, and apt. or suite no.) See instructions.<br><b>410 S. Ware Blvd., Suite 700</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Requester's name and address (optional)                                                                                                                                                                                                                                 |                               |                            |                         |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |  |   |   |   |   |   |   |   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 6 City, state, and ZIP code<br><b>Tampa, FL 33619</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                         |                               |                            |                         |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |  |   |   |   |   |   |   |   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 7 List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                         |                               |                            |                         |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |  |   |   |   |   |   |   |   |
| <b>Part I Taxpayer Identification Number (TIN)</b><br>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.<br><b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                         |                               |                            |                         |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |  |   |   |   |   |   |   |   |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;"><b>Social security number</b></td> </tr> <tr> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> </tr> <tr> <td colspan="10" style="text-align: center;"><b>or</b></td> </tr> <tr> <td colspan="10" style="text-align: center;"><b>Employer identification number</b></td> </tr> <tr> <td style="width: 30px; height: 20px;">5</td> <td style="width: 30px; height: 20px;">9</td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;">-</td> <td style="width: 30px; height: 20px;">3</td> <td style="width: 30px; height: 20px;">3</td> <td style="width: 30px; height: 20px;">3</td> <td style="width: 30px; height: 20px;">1</td> <td style="width: 30px; height: 20px;">9</td> <td style="width: 30px; height: 20px;">4</td> </tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                         | <b>Social security number</b> |                            |                         |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  | <b>or</b> |  |  |  |  |  |  |  |  |  | <b>Employer identification number</b> |  |  |  |  |  |  |  |  |  | 5 | 9 |  | - | 3 | 3 | 3 | 1 | 9 | 4 |
| <b>Social security number</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                         |                               |                            |                         |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |  |   |   |   |   |   |   |   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                         |                               |                            |                         |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |  |   |   |   |   |   |   |   |
| <b>or</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                         |                               |                            |                         |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |  |   |   |   |   |   |   |   |
| <b>Employer identification number</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                         |                               |                            |                         |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |  |   |   |   |   |   |   |   |
| 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 9                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                         | -                             | 3                          | 3                       | 3 | 1 | 9 | 4 |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |  |   |   |   |   |   |   |   |
| <b>Part II Certification</b><br>Under penalties of perjury, I certify that:<br>1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and<br>2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and<br>3. I am a U.S. citizen or other U.S. person (defined below); and<br>4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.<br><b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                         |                               |                            |                         |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |  |   |   |   |   |   |   |   |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"><b>Sign Here</b></td> <td style="width: 55%;">           Signature of U.S. person ▶  </td> <td style="width: 30%;">           Date ▶ <b>9/21/2020</b> </td> </tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                         | <b>Sign Here</b>              | Signature of U.S. person ▶ | Date ▶ <b>9/21/2020</b> |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |  |   |   |   |   |   |   |   |
| <b>Sign Here</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Signature of U.S. person ▶                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Date ▶ <b>9/21/2020</b>                                                                                                                                                                                                                                                 |                               |                            |                         |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |  |   |   |   |   |   |   |   |
| <b>General Instructions</b><br>Section references are to the Internal Revenue Code unless otherwise noted.<br><b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> .<br><b>Purpose of Form</b><br>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. <ul style="list-style-type: none"> <li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> <li>• Form 1099-S (proceeds from real estate transactions)</li> <li>• Form 1099-K (merchant card and third party network transactions)</li> <li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> <li>• Form 1099-C (canceled debt)</li> <li>• Form 1099-A (acquisition or abandonment of secured property)</li> </ul> Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.<br><i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                         |                               |                            |                         |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |  |   |   |   |   |   |   |   |

Cat. No. 10231X

Form W-9 (Rev. 10-2018)

## Question and Answers for Bid #20-7778 - Right-of-Way Acquisition Services

## Overall Bid Questions

## Question 1

We respectfully submit the below questions for the above referenced Solicitation.

- How many contracts will be awarded?
- For Evaluation Criteria No. 2: Certified Woman and/or Minority Business Enterprise (5 points), can a subconsultant of our team suffice for this criteria? If so, would we receive the full 5 points? (Submitted: Sep 8, 2020 11:48:39 AM EDT)

## Answer

[edit](#)

- The certification with the Florida Department of Management Service, Office of Supplier Diversity as a Certified Minority Business Enterprise must be submitted for the PRIME consultant in order to receive the 5 points for Evaluation Criteria No. 2. Points will not be awarded for a subconsultant. Thank you. (Answered: Sep 8, 2020 2:58:02 PM EDT)
- Pursuant to the Solicitation, the County reserves the right to award to one or more Proposers. (Answered: Sep 8, 2020 2:59:02 PM EDT)

## Question 2

Do the Reference Questionnaires get sent out from the proposers to the listed references for completion, or do they get sent out from the County to the listed references? (Submitted: Sep 11, 2020 1:27:11 PM EDT)

## Answer

[edit](#)

- The Reference Questionnaires should be sent out from the potential bidders to the references for completion. The completed/scored Reference Questionnaire Forms should be submitted with your proposal. (Answered: Sep 11, 2020 1:29:34 PM EDT)

Question Deadline: Sep 14, 2020 3:00:00 PM EDT

[Print](#) [Close](#)

Acknowledged by FLAA

  
David Montalvo

9/21/2020  
DATE

Attachment 3 – County Contract

**FIXED FEE PROFESSIONAL SERVICE AGREEMENT**# 20-7778**for**RIGHT-OF-WAY ACQUISITION SERVICES

**THIS AGREEMENT**, made and entered into on this 9<sup>th</sup> day of February 2021, by and between Florida Acquisition & Appraisal, Inc., authorized to do business in the State of Florida, whose business address is 410 S. Ware Blvd., Suite 700, Tampa, Florida 33619, (the "Contractor") and Collier County, a political subdivision of the State of Florida, (the "County"):

**WITNESSETH:**

1. The Agreement shall be for a three (3) year period, commencing ☐ upon the date of Board approval ☐ on \_\_\_\_\_ and terminating three (3) year(s) from that date or until all outstanding Purchase Order(s) issued prior to the expiration of the Agreement period have been completed or terminated.

The County may, at its discretion and with the consent of the Contractor, renew the Agreement under all of the terms and conditions contained in this Agreement for two (2) additional one (1) year(s) periods. The County shall give the Contractor written notice of the County's intention to renew the Agreement term prior to the end of the Agreement term then in effect.

The County Manager, or his designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred and eighty (180) days. The County Manager, or his designee, shall give the Contractor written notice of the County's intention to extend the Agreement term prior to the end of the Agreement term then in effect.

2. **COMMENCEMENT OF SERVICES.** The Contractor shall commence the work upon issuance of a ☒ Purchase Order ☐ ~~Notice to Proceed.~~
3. **STATEMENT OF WORK.** The Contractor shall provide services in accordance with the terms and conditions of ☒ Request for Proposal (RFP) ☐ ~~Invitation to Bid (ITB)~~ ☐ Other \_\_\_\_\_, including all Attachment(s), Exhibit(s) and Addenda and the Contractor's proposal referred to herein and made an integral part of this Agreement.

☒ The Contractor shall also provide services in accordance with **Exhibit A – Scope of Services** attached hereto.





3.1 This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the Parties, in compliance with the County's Procurement Ordinance, as amended, and Procurement Procedures in effect at the time such services are authorized.

3.2 The execution of this Agreement shall not be a commitment to the Contractor to order any minimum or maximum amount. The County shall order items/services as required but makes no guarantee as to the quantity, number, type or distribution of items/services that will be ordered or required by this Agreement.

4. **THE AGREEMENT SUM.** The County shall pay the Contractor for the performance of this Agreement based on **Exhibit B- Fee Schedule**, attached hereto and the price methodology as defined in Section 4.1. Payment will be made upon receipt of a proper invoice and upon approval by the County's Contract Administrative Agent/Project Manager, and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act".

**4.1 Price Methodology (as selected below):**

☐ **Lump Sum (Fixed Price):** A firm fixed total price offering for a project; the risks are transferred from the County to the contractor; and, as a business practice there are no hourly or material invoices presented, rather, the contractor must perform to the satisfaction of the County's project manager before payment for the fixed price contract is authorized.

☒ **Time and Materials:** The County agrees to pay the contractor for the amount of labor time spent by the contractor's employees and subcontractors to perform the work (number of hours times hourly rate), and for materials and equipment used in the project (cost of materials plus the contractor's markup). This methodology is generally used in projects in which it is not possible to accurately estimate the size of the project, or when it is expected that the project requirements would most likely change. As a general business practice, these contracts include back-up documentation of costs; invoices would include number of hours worked and billing rate by position (and not company (or subcontractor) timekeeping or payroll records), material or equipment invoices, and other reimbursable documentation for the project.

☐ **Unit Price:** The County agrees to pay a firm total fixed price (inclusive of all costs, including labor, materials, equipment, overhead, etc.) for a repetitive product or service delivered (i.e. installation price per ton, delivery price per package or carton, etc.). The invoice must identify the unit price and the number of units received (no contractor inventory or cost verification).



4.2 Any County agency may obtain services under this Agreement, provided sufficient funds are included in their budget(s).

4.3 Payments will be made for services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of the Agreement. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this Agreement.

4.4 **Travel and Reimbursable Expenses:** Travel and Reimbursable Expenses must be approved in advance in writing by the County. Travel expenses shall be reimbursed as per Section 112.061 Fla. Stats and in accordance to Exhibit B.

Reimbursements shall be at the following rates:

|                           |                                                                                               |
|---------------------------|-----------------------------------------------------------------------------------------------|
| Mileage                   | \$0.44.5 per mile                                                                             |
| Breakfast                 | \$6.00                                                                                        |
| Lunch                     | \$11.00                                                                                       |
| Dinner                    | \$19.00                                                                                       |
| Airfare                   | Actual ticket cost limited to tourist or coach class fare                                     |
| Rental car                | Actual rental cost limited to compact or standard-size vehicles                               |
| Lodging                   | Actual cost of lodging at single occupancy rate with a cap of no more than \$150.00 per night |
| Parking                   | Actual cost of parking                                                                        |
| Taxi or Airport Limousine | Actual cost of either taxi or airport limousine                                               |

~~Reimbursable items other than travel expenses shall be limited to the following: telephone long-distance charges, fax charges, photocopying charges and postage. Reimbursable items will be paid only after Contractor has provided all receipts. Contractor shall be responsible for all other costs and expenses associated with activities and solicitations undertaken pursuant to this Agreement.~~

5. **SALES TAX.** Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. Collier County, Florida as a political subdivision of the State of Florida, is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes, Certificate of Exemption # 85-8015966531C.





6. **NOTICES.** All notices from the County to the Contractor shall be deemed duly served if mailed or emailed to the Contractor at the following:

|                                    |                                          |
|------------------------------------|------------------------------------------|
| <b>Company Name:</b>               | Florida Acquisition & Appraisal, Inc.    |
| <b>Address:</b>                    | 410 S. Ware Blvd., Suite 700             |
|                                    | Tampa, FL 33619                          |
| <b>Authorized Agent:</b>           | John (Jack) J. Curatelli, Jr., President |
| <b>Attention Name &amp; Title:</b> | David C. Montalvo                        |
| <b>Telephone:</b>                  | (813) 241-6354                           |
| <b>E-Mail(s):</b>                  | jcuratelli@flaa.com / dmontalvo@flaa.com |

All Notices from the Contractor to the County shall be deemed duly served if mailed or emailed to the County to:

**Board of County Commissioners for Collier County, Florida**

|                           |                                     |
|---------------------------|-------------------------------------|
| <b>Division Director:</b> | Transportation Engineering Division |
| <b>Division Name:</b>     | Jay Ahmad                           |
| <b>Address:</b>           | 2885 Horseshoe Drive S              |
|                           | Naples, Florida 34104               |

|                                 |                                  |
|---------------------------------|----------------------------------|
| <b>Administrative Agent/PM:</b> | Robert Bosch, Manager            |
| <b>Telephone:</b>               | (239) 252-5843                   |
| <b>E-Mail(s):</b>               | Robert.Bosch@colliercountyfl.gov |

The Contractor and the County may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

7. **NO PARTNERSHIP.** Nothing herein contained shall create or be construed as creating a partnership between the County and the Contractor or to constitute the Contractor as an agent of the County.
8. **PERMITS: LICENSES: TAXES.** In compliance with Section 218.80, F.S., all permits necessary for the prosecution of the Work shall be obtained by the Contractor. The County will not be obligated to pay for any permits obtained by Subcontractors.

Payment for all such permits issued by the County shall be processed internally by the County. All non-County permits necessary for the prosecution of the Work shall be procured and paid for by the Contractor. The Contractor shall also be solely responsible for payment of any and all taxes levied on the Contractor. In addition, the Contractor shall comply with all rules, regulations and laws of Collier County, the State of Florida, or the U. S. Government now in force or hereafter adopted. The Contractor agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Contractor.





9. **NO IMPROPER USE.** The Contractor will not use, nor suffer or permit any person to use in any manner whatsoever, County facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor or if the County or its authorized representative shall deem any conduct on the part of the Contractor to be objectionable or improper, the County shall have the right to suspend the Agreement of the Contractor. Should the Contractor fail to correct any such violation, conduct, or practice to the satisfaction of the County within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Contractor further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the County.

10. **TERMINATION.** Should the Contractor be found to have failed to perform his services in a manner satisfactory to the County as per this Agreement, the County may terminate said Agreement for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be the sole judge of non-performance.

In the event that the County terminates this Agreement, Contractor's recovery against the County shall be limited to that portion of the Agreement Amount earned through the date of termination. The Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

11. **NO DISCRIMINATION.** The Contractor agrees that there shall be no discrimination as to race, sex, color, creed or national origin.

12. **INSURANCE.** The Contractor shall provide insurance as follows:

A. ☒ **Commercial General Liability:** Coverage shall have minimum limits of \$1,000,000 Per Occurrence, \$2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.

B. ☒ **Business Auto Liability:** Coverage shall have minimum limits of \$500,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.

C. ☒ **Workers' Compensation:** Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws.



The coverage must include Employers' Liability with a minimum limit of \$500,000 for each accident.

D. ☒ **Professional Liability:** Shall be maintained by the Contractor to ensure its legal liability for claims arising out of the performance of professional services under this Agreement. Contractor waives its right of recovery against County as to any claims under this insurance. Such insurance shall have limits of not less than \$1,000,000 each claim and aggregate.

E. ☐ **Cyber Liability:** Coverage shall have minimum limits of \$\_\_\_\_\_ per occurrence.

F. ☐ **Technology Errors and Omissions:** Coverage shall have minimum limits of \$\_\_\_\_\_ per occurrence.

G. ☐ **Watercraft:** Coverage shall have minimum limits of \$\_\_\_\_\_ per occurrence.

H. ☐ **United States Longshoreman's and Harborworker's Act:** Coverage shall be maintained where applicable to the completion of the work \$\_\_\_\_\_ per occurrence.

I. ☐ **Maritime Coverage (Jones Act):** Coverage shall have minimum limits of \$\_\_\_\_\_ per occurrence.

L. ☐ \_\_\_\_\_ **(other):** Coverage shall have minimum limits of \$\_\_\_\_\_ per occurrence.

**Special Requirements:** Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR, Collier County Government shall be listed as the Certificate Holder and included as an "Additional Insured" on the Insurance Certificate for Commercial General Liability where required. This insurance shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the Additional Insured and the Contractor's policy shall be endorsed accordingly.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Contractor during the duration of this Agreement. The Contractor shall provide County with certificates of insurance meeting the required insurance provisions. Renewal certificates shall be sent to the County thirty (30) days prior to any expiration date. Coverage afforded under the policies will not be canceled or allowed to expire until the greater of: thirty (30) days prior written notice, or in accordance with policy provisions. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Contractor from its insurer, and nothing contained herein shall relieve Contractor of this requirement to provide notice.





Contractor shall ensure that all subcontractors comply with the same insurance requirements that the Contractor is required to meet.

13. **INDEMNIFICATION.** To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Contractor, any statutory or regulatory violations, or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of Collier County.

13.1 The duty to defend under this Article 13 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend under this Article 13 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

14. **AGREEMENT ADMINISTRATION.** This Agreement shall be administered on behalf of the County by the Transportation Engineering Division.
15. **CONFLICT OF INTEREST.** Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Contractor further represents that no persons having any such interest shall be employed to perform those services.
16. **COMPONENT PARTS OF THIS AGREEMENT.** This Agreement consists of the following component parts, all of which are as fully a part of the Agreement as if herein set out verbatim: Contractor's Proposal, Insurance Certificate(s), ☒ Exhibit A Scope of Services, Exhibit B Fee Schedule, ☒ RFP/ ☐ ITB/ ☐ Other \_\_\_\_\_ #20-7778, including Exhibits, Attachments and Addenda/Addendum, ☐ subsequent quotes, and ☐ Other Exhibit/Attachment: \_\_\_\_\_



17. **APPLICABILITY.** Sections corresponding to any checked box (■) will expressly apply to the terms of this Agreement.
18. **SUBJECT TO APPROPRIATION.** It is further understood and agreed by and between the parties herein that this Agreement is subject to appropriation by the Board of County Commissioners.
19. **PROHIBITION OF GIFTS TO COUNTY EMPLOYEES.** No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, Collier County Ethics Ordinance No. 2004-05, as amended, and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any Agreement held by the individual and/or firm for cause.
20. **COMPLIANCE WITH LAWS.** By executing and entering into this Agreement, the Contractor is formally acknowledging without exception or stipulation that it agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to this Agreement, including but not limited to those dealing with the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended; taxation, workers' compensation, equal employment and safety including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes, and the Florida Public Records Law Chapter 119, including specifically those contractual requirements at F.S. § 119.0701(2)(a)-(b) as stated as follows:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Communication and Customer Relations Division  
3299 Tamiami Trail East, Suite 102  
Naples, FL 34112-5746  
Telephone: (239) 252-8999**

The Contractor must specifically comply with the Florida Public Records Law to:

1. Keep and maintain public records required by the public agency to perform the service.





2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County in writing. Failure by the Contractor to comply with the laws referenced herein shall constitute a breach of this Agreement and the County shall have the discretion to unilaterally terminate this Agreement immediately.

21. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES.** Collier County encourages and agrees to the successful Contractor extending the pricing, terms and conditions of this solicitation or resultant Agreement to other governmental entities at the discretion of the successful Contractor.
22. **AGREEMENT TERMS.** If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portion of this Agreement shall remain in effect.
23. **ADDITIONAL ITEMS/SERVICES.** Additional items and/or services may be added to this Agreement in compliance with the Procurement Ordinance, as amended, and Procurement Procedures.
24. **DISPUTE RESOLUTION.** Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached during negotiations to County for approval. Failing resolution, and prior to the



commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached at mediation to County's board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Stat.

25. **VENUE.** Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

26. ☐ **KEY PERSONNEL.** ~~The Contractor's personnel and management to be utilized for this project shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the Agreement. The Contractor shall assign as many people as necessary to complete the services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet the required service dates. The Contractor shall not change Key Personnel unless the following conditions are met: (1) Proposed replacements have substantially the same or better qualifications and/or experience. (2) that the County is notified in writing as far in advance as possible. The Contractor shall make commercially reasonable efforts to notify Collier County within seven (7) days of the change. The County retains final approval of proposed replacement personnel.~~

☒ **AGREEMENT STAFFING.** The Contractor's personnel and management to be utilized for this Agreement shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the Agreement. The Contractor shall assign as many people as necessary to complete required services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet required services.

27. ☒ **ORDER OF PRECEDENCE.** In the event of any conflict between or among the terms of any of the Contract Documents, the terms of solicitation the Contractor's Proposal, and/or the County's Board approved Executive Summary, the Contract Documents shall take precedence.

☐ **ORDER OF PRECEDENCE (Grant Funded).** ~~In the event of any conflict between or among the terms of any of the Contract Documents and/or the County's Board approved Executive Summary, the terms of the Agreement shall take precedence over the terms of all other Contract Documents, except the terms of any Supplemental Conditions shall take precedence over the Agreement. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Supplemental Conditions, if any, or the Agreement, the conflict shall be resolved by~~





~~imposing the more strict or costly obligation under the Contract Documents upon the Contractor at County's discretion.~~

28. **ASSIGNMENT.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. Any attempt to assign or otherwise transfer this Agreement, or any part herein, without the County's consent, shall be void. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.
29. **SECURITY.** The Contractor is required to comply with County Ordinance 2004-52, as amended. Background checks are valid for five (5) years and the Contractor shall be responsible for all associated costs. If required, Contractor shall be responsible for the costs of providing background checks by the Collier County Facilities Management Division for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years. All of Contractor's employees and subcontractors must wear Collier County Government Identification badges at all times while performing services on County facilities and properties. Contractor ID badges are valid for one (1) year from the date of issuance and can be renewed each year at no cost to the Contractor during the time period in which their background check is valid, as discussed below. All technicians shall have on their shirts the name of the contractor's business.

The Contractor shall immediately notify the Collier County Facilities Management Division via e-mail (DL-FMOPS@colliergov.net) whenever an employee assigned to Collier County separates from their employment. This notification is critical to ensure the continued security of Collier County facilities and systems. Failure to notify within four (4) hours of separation may result in a deduction of \$500 per incident.

*(Intentionally left blank -signature page to follow)*



IN WITNESS WHEREOF, the parties hereto, by an authorized person or agent, have executed this Agreement on the date and year first written above.

ATTEST:

Crystal K. Kinzel, Clerk of Courts & Comptroller

By: *Crystal K. Kinzel*

Dated: 2-18-2021

(SEAL) Attest as to Chairman's

signature only  
Contractor's Witnesses:

*Jill Allen*

Contractor's First Witness

Jill Allen

tType/print witness name

*Jana Curatelli*

Contractor's Second Witness

Jana Curatelli

tType/print witness name

Approved as to Form and Legality:

*Scott R. Teal*

Deputy County Attorney

Print Name

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

By: *Penny Taylor*, Chairman

Florida Acquisition & Appraisal, Inc.

Contractor

By: *John J. Curatelli Jr*

Signature  
John J. Curatelli Jr

tType/print signature and title

SPT



**Exhibit A**

**Scope of Services**

☒ following this page (pages 1 through 2)

☐ this exhibit is not applicable



**RFP# 20-7778 “Right-of-Way Acquisition Services”  
Exhibit A  
SCOPE OF SERVICES**

**BACKGROUND**

The Right-of-Way Acquisition Section of the Transportation Engineering Division and the Real Property Management Section of the Facilities Management Division of Collier County have identified a need for assistance in the acquisition of property, right-of-way and easements needed for public purposes, by an experienced acquisition consulting service to supplement the in-house staff on an as-needed basis.

**DETAILED SCOPE OF WORK**

The terms “Contractor” and “Consultant” will be used interchangeably throughout the Agreement.

The County will request a written proposal for a not to exceed fee for each work assignment prior to issuing a Purchase Order or Notice to Proceed. The following tasks are representative of the types of assignments the Consultant may be employed to perform:

- A. Establish a file folder, in accordance with County policies and procedures, for each ownership related to an assignment.
- B. Review and compare right-of-way / parcel maps to legal descriptions and advise County staff if there are any inconsistencies in bearings and distances between the two.
- C. Compare bearings and distances in legal descriptions to bearings and distances in sketches and advise County staff if there are any inconsistencies between the two.
- D. Prepare and mail project notification letters to property owners.
- E. Follow-up project notice letters with personal contacts and negotiations.
- F. Prepare and process utility subordinations (FPL, CenturyLink, Comcast, etc.).
- G. Develop right-of-way acquisition cost estimates which shall include the estimated value of the land rights necessary to construct the project, the value of the improvements within the take areas, the severance damages accruing to the remainder properties, business damage exposure, an estimate of the percentage of negotiated settlements vs. litigated settlements and the percentage increase over the appraiser's estimate of full compensation for each settlement category, an estimate of the County's appraisal and other expert fees, an estimate of the Owners' attorney and expert witness fees which the County will be obligated to pay under Section 73.091 and 73.092, F.S., and an estimate of the cost of title commitments and title policies.
- H. Meet and/or teleconference with staff to discuss negotiation strategies, offer amounts and terms of settlement with property owners, in addition to project progress and status.
- I. Conduct site inspections and interview occupants to determine businesses operating from parent tract properties.
- J. Using the format approved by the County, prepare and mail Section 73.015, F.S., statutory written offer letters and business owner notices.
- K. Provide copies of maps, plans and/or appraisals as requested by property owners and/or their representatives, explain the appraiser's methodology as necessary, and describe the improvements the County proposes to construct, and how they will or will not impact the subject property.
- L. Negotiate within pre-authorized settlement limits on behalf of and in the best interests of Collier County with property owners and/or their representatives for the purchase of the right-of-way and associated easement parcels. Actively solicit counteroffers from property owners and/or their representatives. Recommend settlements to the County based upon cost avoidance and exposure to jury awards.
- M. Inspect properties, interview property owners and occupants, and check with Occupational Licensing and Sunbiz to determine the names and contact information for any businesses operating from properties from which right-of-way and easements are being required.
- N. Prepare agreements for the purchase of land and easements using Collier County format documents and submit to staff for review.
- O. Prepare administrative settlement justifications in MS Word format for incorporation into executive summaries for the Board of County Commissioners.



- P. Organize and copy parcel files for preparation of eminent domain lawsuits (by others), prepare file summaries in accordance with County policy, and submit to staff.
- Q. Maintain accurate written accounts of meetings and conversations (owner names and addresses, dates, dollar amounts, recording data, etc.).
- R. Close-out parcel files by eliminating duplicate and incomplete paperwork, double-checking that copies of all closing docs pertaining to each parcel are in each file, scanning the agreements and conveyance documents and e-mailing to County staff, and submitting each parcel file to the County.
- S. Search available public records and retired project and parcel files for information related to right-of-way, easements, property owners and the terms of prior agreements.
- T. Miscellaneous –
  - 1. Consultant's staff may be required to testify in eminent domain proceedings if requested by County Attorney's Office.
  - 2. Consultant will be subject to public records law and will be provided County's document retention policy and expected to follow it. All documents shall be considered County records. In particular, all reports are exclusive property of Collier County and copies may not be provided to third parties except property owners or their duly authorized agents, attorneys or representatives. Moreover, all studies and/or appraisals are limited to the uses for which they were prepared and may not be used for any purposes other than the acquisition of an identified Right-of-Way parcel. Dissemination of this information to unauthorized third parties shall be grounds for immediate termination.



**Exhibit B**

**Fee Schedule**

*following this page (pages 1 through 1)*

Page 14 of 15

Fixed Price Professional Service Agreement #2017-001 (Ver.2)



**RFP# 20-7778 “Right-of-Way Acquisition Services”  
Exhibit B  
FEE SCHEDULE**

Hourly Rate schedule:

|                                                      |          |
|------------------------------------------------------|----------|
| Principal                                            | \$135.00 |
| Project Manager                                      | \$125.00 |
| Real Estate Appraiser (State Certified General)      | \$125.00 |
| Senior (Property Acquisition Specialist – R/W Agent) | \$115.00 |
| Staff (Property Acquisition Specialist – R/W Agent)  | \$105.00 |
| Administrative Assistant / Clerical                  | \$45.00  |

Pricing shall be inclusive of all costs and shall be full compensation for all services, labor, materials, equipment, local travel (within Lee and Collier County) and any other items required for project completion and/or completion of services.

Travel expenses outside of Lee and Collier County shall be reimbursed at the rates used by Collier County for its employees as per Section 112.061 Fla. Stats.



**Other Exhibit/Attachment**

Description:

\_\_\_\_\_

☐ following this page (pages \_\_\_\_ through \_\_\_\_)

☒ this exhibit is not applicable

Page 15 of 15

Fixed Price Professional Service Agreement #2017-001 (Ver.2)







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/30/2020

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

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

| <b>PRODUCER</b><br>Doug Croley Insurance Services<br>P.O. Box 13619<br>Tallahassee FL 32317 |        | <b>CONTACT NAME:</b> Amanda Lewis<br><b>PHONE (A/C, No, Ext):</b> (850) 386-1922 <b>FAX (A/C, No):</b> (850) 385-1685<br><b>E-MAIL ADDRESS:</b> commercial@dougcroleyins.com                                                                                                                                                                                                                                                                                                                                                          |  |                               |        |                                             |       |                                         |       |                                           |       |                                           |       |            |  |            |  |
|---------------------------------------------------------------------------------------------|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------|--------|---------------------------------------------|-------|-----------------------------------------|-------|-------------------------------------------|-------|-------------------------------------------|-------|------------|--|------------|--|
| <b>INSURED</b><br>Florida Acquisition & Appraisal, Inc.<br>PO Box 89007<br>Tampa FL 33689   |        | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Philadelphia Indemnity Insurance</td> <td>18058</td> </tr> <tr> <td>INSURER B: Depositors Insurance Company</td> <td>42587</td> </tr> <tr> <td>INSURER C: Nationwide Insurance Company o</td> <td>25453</td> </tr> <tr> <td>INSURER D: ALLIED Property and Casualty I</td> <td>42579</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> |  | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Philadelphia Indemnity Insurance | 18058 | INSURER B: Depositors Insurance Company | 42587 | INSURER C: Nationwide Insurance Company o | 25453 | INSURER D: ALLIED Property and Casualty I | 42579 | INSURER E: |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE                                                               | NAIC # |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                               |        |                                             |       |                                         |       |                                           |       |                                           |       |            |  |            |  |
| INSURER A: Philadelphia Indemnity Insurance                                                 | 18058  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                               |        |                                             |       |                                         |       |                                           |       |                                           |       |            |  |            |  |
| INSURER B: Depositors Insurance Company                                                     | 42587  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                               |        |                                             |       |                                         |       |                                           |       |                                           |       |            |  |            |  |
| INSURER C: Nationwide Insurance Company o                                                   | 25453  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                               |        |                                             |       |                                         |       |                                           |       |                                           |       |            |  |            |  |
| INSURER D: ALLIED Property and Casualty I                                                   | 42579  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                               |        |                                             |       |                                         |       |                                           |       |                                           |       |            |  |            |  |
| INSURER E:                                                                                  |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                               |        |                                             |       |                                         |       |                                           |       |                                           |       |            |  |            |  |
| INSURER F:                                                                                  |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                               |        |                                             |       |                                         |       |                                           |       |                                           |       |            |  |            |  |

## COVERAGES

CERTIFICATE NUMBER: Cert ID 2743

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                               | ADDL SUBR INSD VWD               | POLICY NUMBER     | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                        |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y                                | ACPBPOD5904706484 | 01/01/2021              | 01/01/2022              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COM/OP AGG \$ 2,000,000<br>\$ |
| C        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                    |                                  | ACPBZ5904706484   | 01/01/2021              | 01/01/2022              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                               |
| D        | <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                                          |                                  | ACPCAP5904706484  | 01/01/2021              | 01/01/2022              | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000<br>\$                                                                                                                                                                                  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                   | Y/N <input type="checkbox"/> N/A |                   |                         |                         | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                              |
| D        | <b>Errors &amp; Omissions</b>                                                                                                                                                                                                                                                                                   |                                  | PHSD1598423       | 01/01/2021              | 01/01/2022              | Each Claim \$ 1,000,000<br>Per Claim Deductible \$ 5,000                                                                                                                                                                                      |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Collier County Board of County Commissioners is an additional insured in regard to the general liability on a primary & non-contributory basis.

## CERTIFICATE HOLDER

Collier County Board of County Commissioners  
 3295 Tamiami Trail E  
 Naples FL 34112

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Angel H. Bar*

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ACORD 25 (2016/03)

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Page 1 of 1





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/22/2020

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| <b>PRODUCER</b><br>Arthur J. Gallagher Risk Services for CoAdvantage<br>Jeffrey Rendel<br>250 Tequesta Drive<br>Tequesta, FL 33418             | <b>CONTACT NAME:</b><br>PHONE (A/C, Ho, Ext): (866) 854-5423 <b>FAX (A/C, No):</b><br>E-MAIL: coi@coadvantage.com<br>ADDRESS:                                                                                                                                                                                                                                                                                                                                                                  |                               |        |                                              |       |            |  |            |  |            |  |            |  |            |  |
|------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|----------------------------------------------|-------|------------|--|------------|--|------------|--|------------|--|------------|--|
| <b>INSURED</b><br>CoAdvantage Corporation Alt. Emp: Florida Acquisition & Appraisal, Inc.<br>3350 Buschwood Park Drive #200<br>Tampa, FL 33618 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: American Zurich Insurance Company | 40142 | INSURER B: |  | INSURER C: |  | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE                                                                                                                  | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                               |        |                                              |       |            |  |            |  |            |  |            |  |            |  |
| INSURER A: American Zurich Insurance Company                                                                                                   | 40142                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |        |                                              |       |            |  |            |  |            |  |            |  |            |  |
| INSURER B:                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |        |                                              |       |            |  |            |  |            |  |            |  |            |  |
| INSURER C:                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |        |                                              |       |            |  |            |  |            |  |            |  |            |  |
| INSURER D:                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |        |                                              |       |            |  |            |  |            |  |            |  |            |  |
| INSURER E:                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |        |                                              |       |            |  |            |  |            |  |            |  |            |  |
| INSURER F:                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |        |                                              |       |            |  |            |  |            |  |            |  |            |  |

### COVERAGES

CERTIFICATE NUMBER: 20FL090908328

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                        | ADDL SUBR INSD WVD | POLICY NUMBER             | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                    |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:                         |                    |                           |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COM/OP AGG \$<br>\$                   |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY<br><input type="checkbox"/> AUTOS ONLY |                    |                           |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                     |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$                                                                                                                                                    |                    |                           |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                  |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                               | N/A                | WC 56-11-942-06           | 04/01/2020              | 04/01/2021              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 2,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 2,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 2,000,000 |
|          |                                                                                                                                                                                                                                                                                          |                    | Location Coverage Period: | 04/01/2020              | 04/01/2021              | Client# 20902-FL                                                                                                                                                                                          |

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

Coverage is provided for only those co-employees of, but not subcontractors to:  
 Florida Acquisition & Appraisal, Inc.  
 410 S. Ware Blvd. Suite 700  
 Tampa, FL 33619

Endorsements: 30 days written cancel notice (10 days for non payment of premium)

### CERTIFICATE HOLDER

Collier County Board of County Commissioners  
 3295 Tamiami Trail E.  
 Naples, FL 34112

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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CN No.: CN 2023-01

VILLAGE OF ESTERO, FLORIDA  
VENDOR DISCLOSURE FORM

Project No.: TBD

Project Name: RIGHT-OF-WAY ACQUISITION SERVICES

Please check as appropriate:

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

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

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

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

Signed:  \_\_\_\_\_

Vendor  
Printed Name: John J. Curatelli, Jr.

Company Name: Florida Acquisition & Appraisal, Inc.

Date: 12/19/2023

**AGENDA ITEM SUMMARY SHEET**  
**VILLAGE COUNCIL MEETING**  
**January 3, 2023**

---

**Agenda Item:**

Estero Bay Village, Sunny Groves & Cypress Bend Gravity Sewer Smoke & Closed-circuit Television (CCTV) Testing Change Order No. 1

Motion to approve Change Order No. 1 in the amount of \$8,500.00 to Contract EC 2022-83 with National Water Main Cleaning Company for the gravity sewer line testing in the Estero Bay Village, Sunny Grove, and Cypress Bend mobile home developments.

Approve a 10% (of the total project cost) project contingency of \$9,400.

Authorize the Village Manager to sign Change Order No. 1 to Contract EC 2022-83 with National Water Main Cleaning Company.

**Background:**

The Village of Estero is currently permitting infrastructure to extend central sewer to the Estero Bay Village, Sunny Grove, and Cypress Bend communities. Utility service will be provided by Lee County Utilities after construction is complete.

Lee County Utilities is requiring sewer testing to determine the condition of the existing gravity sewer infrastructure within each community. The testing will determine if groundwater or stormwater is leaking into the existing sewer system. If excessive leaking is detected, pipe repairs could be required.

The Village of Estero requested bids to perform the necessary smoke testing, cleaning, and Close-circuit television (CCTV) testing of the sewer lines at Estero Bay Village, Sunny Grove, and Cypress Bend. Bids were received on August 4, 2022. Village Council approved award of the contract on 9-8-22 (Agenda Item 7.d.)

The contractor completed the field work but encountered various obstructions preventing the camera from accessing and videoing several areas of gravity sewer. This Change Order No. 1 is to have the contractor return to the sites and attempt to access the gravity sewer pipes using different equipment and videoing pipes not previously identified in the initial effort.

Page 1 of 2

**Description:**

Additional work is required to locate gravity sewer lines that were not located with the original field work due to the obstructions encountered. The contractor is estimating the additional work can be completed in two days at a cost of \$8,500. This work will include accessing some gravity sewer lines through an existing lift station to view the pipes in reverse direction, locating additional manholes to gain better access to some sewer lines, using a smaller camera to access areas not previously accessible with the larger crawler camera, etc.

**Action Requested:**

Motion to approve Change Order No. 1 in the amount of \$8,500.00 to Contract EC 2022-83 with National Water Main Cleaning Company for the gravity sewer line testing in the Estero Bay Village, Sunny Grove, and Cypress Bend mobile home developments.

Approve a 10% (of the total project cost) project contingency of \$9,400.

Authorize the Village Manager to sign Change Order No. 1 to Contract EC 2022-83 with National Water Main Cleaning Company.

**Financial Impacts:**

The financial impact of this Change Order No. 1 to the original contract is \$17,900. The contract amount (\$8,500) plus a 10% project contingency of \$9,400.

Following is a summary of the contract

|                           | Contract        |
|---------------------------|-----------------|
| Original contract amount  | \$ 85,885       |
| Change Order No. 1 amount | \$ 8,500        |
| Contingency               | <u>\$ 9,400</u> |
| Contract total            | \$103,785       |

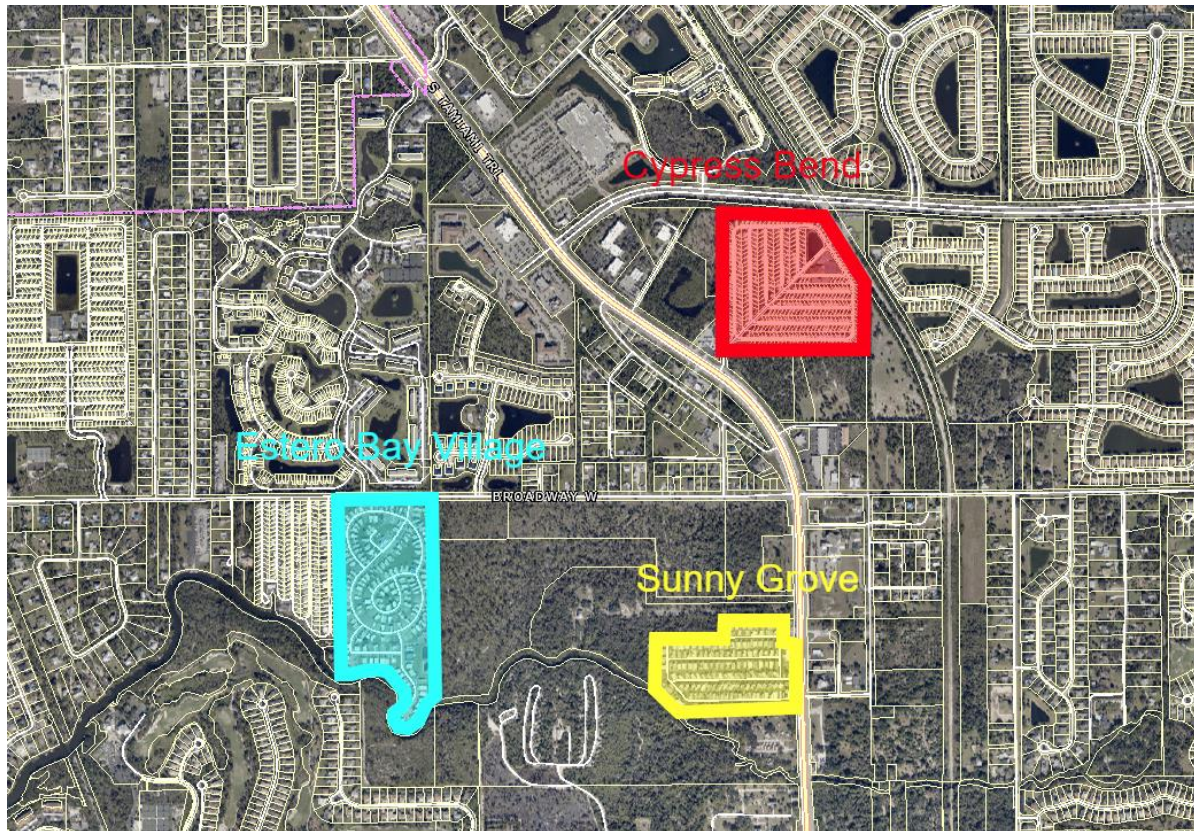
**Prepared by: Robert Wiley, Project Manager**

**Attachments:**

1. Project Location Map
2. EC 2022-83
3. EC 2022-83 C.O. #1



**Location Map for Estero Bay Village, Sunny Grove, and Cypress Bend Mobile Home Developments**



**THIS AGREEMENT**, is made and entered into this 9 day of August 2022 by and between the Village of Estero, a municipal corporation of the State of Florida, whose address is 9401 Corkscrew Palms Circle #101, Estero, Florida 33928, hereinafter referred to as the "Village," and National Water Main Cleaning Company whose address is 1806 Newark Turnpike, Kearny, NJ 07032, hereinafter referred to as the "Bidder."

**WITNESSETH**

**WHEREAS**, the Village has determined that it is necessary to retain the Bidder for the purpose of performing gravity sewer smoke testing, sewer line cleaning, and CCTV testing at Estero Bay Village, Sunny Grove, and Cypress Bend; and

**WHEREAS**, these services have been competitively bid in accordance with Ordinance 2015-06; and

**WHEREAS**, the Bidder is qualified, willing and able to provide and perform all such services in accordance with the terms and conditions of Village of Estero Bid No. RFB 2022-03; and

**WHEREAS**, the Bidder's proposal was reviewed and selected pursuant to Bid RFB 2022-03 on September 8, 2022 by the Village Council; and

**WHEREAS**, the Village, has determined that it would be in the best interest of the Village to award a contract to Bidder for the rendering of those services described in the Scope of Services.

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

**ARTICLE 1.**

**RECITALS & INCORPORATION OF DOCUMENTS**

1.1. The above-stated recitals are incorporated by this reference and made part of this Agreement.

1.2 Village Bid Package RFB 2022-03 Gravity Sewer Smoke & CCTV Testing Estero Bay Village, Sunny Grove, & Cypress Bend, consisting of pages 1 through and including 23, and Addendum One, and the Proposal submitted by Bidder dated August 2, 2022, are hereby specifically made part of this Agreement as if same had been set forth at length herein.

1.3 In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

- 1) Bid Package RFB 2022-03 Gravity Sewer Smoke & CCTV Testing Estero Bay Village, Sunny Grove, & Cypress Bend and any Exhibits or Addenda thereto;
- 2) This Agreement and any Exhibits or Amendments thereto;
- 3) The Proposal submitted by Bidder. (VOE Contract **NO. EC 2022-83**)



**ARTICLE 2.**  
**BIDDER'S SCOPE OF SERVICES**

2.1. Bidder agrees to perform all the services and provide all the materials requested and described in the Scope of Work which is attached hereto as Exhibit A and incorporated herein by this reference, which are hereinafter collectively referred to as the "Scope of Services."

2.2. Bidder agrees to provide its services and materials in the times allowed for performance contained in the Scope of Services. The Bidder will make no claims for additional compensation or damages owing to suspensions, delays, or hindrances which arise during the performance of this Agreement. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the Village may decide. However, such extension will not operate as a waiver of any other rights of the Village.

2.3. In the event that Village desires Bidder to perform any additional services related to tasks not specifically contained in the Scope of Services, the Village Manager is authorized to approve such services based on the costs contained in Exhibit B provided the total amounts expended to do not exceed the limitation of paragraph 3.1.

**ARTICLE 3.**  
**COMPENSATION AND PAYMENT OF BIDDER'S SERVICES**

3.1. Village will pay Bidder for those tasks listed in the Scope of Services actually performed by Bidder. The total payment to Bidder will not exceed \$85,885 (plus any contingency amount which may be approved) for Bidder's services under this Agreement, performed in accordance with the Scope of Services and this Agreement.

3.2. Payment for services rendered by Bidder will be made on a monthly basis for those tasks listed completed in the preceding month. Services completed will be subject to review and approval by the Village Manager or his designee.

3.3. Payment for tasks will be on a Line Item/Total Cost basis as per Exhibit B attached hereto.

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

3.5. Bidder acknowledges that each billing must be reviewed and approved by the Village Manager or his designee. Should the Village Manager or his designee, determine that the billing is not commensurate with services performed, work accomplished or hours expended, Bidder must adjust billing accordingly. However, Bidder will be entitled to payment of any portion of a billing not in dispute.



3.6. Village will pay Bidder's monthly billings in accordance with Sections 218.70 through 218.80, Florida Statutes, known as the Local Government Prompt Payment Act.

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

#### **ARTICLE 4.** **BIDDER'S RESPONSIBILITIES**

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

4.2. Bidder will be solely responsible for providing their own business equipment, including any vehicles necessary for the performance of their work, and for paying all expenses incurred while performing the services set forth in this Agreement. Expenses to be borne by Bidder include, but are not limited to, license fees, memberships, and dues; automobile and other travel expenses; meals and entertainment; and any applicable insurance premiums. Bidder will be reimbursed for certain allowable expenses upon submission to the Village, used in connection with the services performed pursuant to this Agreement.

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

4.4. Bidder will, without additional compensation, correct and revise any minor deficiencies in its work product identified that can be addressed in process, even if the

deficiencies would not be deemed to arise from a negligent act, error or omission of the Bidder. Minor deficiencies include but are not limited to changes in Americans with Disability Act requirements.

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

4.6 The Village's NPDES Permit requires Contractors performing work that includes Roadway, Drainage and Stormwater Maintenance to adhere to the following:

- Crew leads are to complete illicit discharge and illegal dumping training and report any illicit discharges or illegal dumping discovered during daily job duties to the Village of Estero Public Works. In addition, crew leads are required to watch this video (link below) annually and provide written confirmation of the viewing. <http://wbt.dot.state.fl.us/ois/IllicitDischarge/index.htm>
- Any soil disturbing activities must comply with NPDES permit requirements including plans for temporary and permanent erosion control measures.

#### **ARTICLE 5. OWNERSHIP AND USE OF DOCUMENTS**

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

5.2. Bidder agrees that any software, computer systems and databases used for providing the documents necessary to this Agreement will be compatible with existing Village software and systems. It is anticipated that any software utilized will be run on windows based PC's and will consist of Microsoft Office 2013 (or newer) and Adobe Acrobat DC (or newer).

#### **ARTICLE 6. VILLAGE'S RESPONSIBILITIES**

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

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

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

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

#### **ARTICLE 7.** **TERM / TERMINATION**

7.1. The term of this Agreement will begin on the date and year first written above and shall be continued until superseded by a subsequent Village agreement, the monetary limit in 3.1 is reached, or unless otherwise terminated in accordance herewith.

7.2. The Village will have the right at any time upon thirty (30) calendar days written notice to the Bidder to terminate the services of the Bidder and, in that event, the Bidder must cease work and will deliver to the Village all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the Bidder in connection with its services. The Village will, upon receipt of the aforesaid documents, pay to the Bidder, and the Bidder will accept as full payment for its services, fees for all tasks completed in accordance with Scopes of Services.

7.3. In the event that the Bidder has abandoned performance under this Agreement, then the Village may terminate this Agreement upon three (3) calendar day's written notice to the Bidder indicating its intention to terminate. The written notice will state the evidence indicating the Bidder's abandonment. Payment for services performed prior to the Bidder's abandonment will be as stated in Section 3 above.

#### **ARTICLE 8.** **NOTICES**

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

Bidder: National Water Main Cleaning Co.

Village: Steve Sarkozy

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

#### **ARTICLE 9.** **ASSIGNMENT**

9.1. This Agreement, or any interest herein, will not be assigned, transferred or otherwise encumbered, under any circumstances by Bidder without the prior written consent of the Village. Further, no portion of this Agreement may be performed by subcontractors or subconsultants without written notice to and approval of such action by



the Village. The Village and Bidder each binds themselves, their agents, successors, assigns and legal representatives to the other party hereto, their agents, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Agreement any obligations incorporated herein.

**ARTICLE 10.**  
**EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION**

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

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

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

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

**ARTICLE 11.**  
**GOVERNING LAW / VENUE**

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

**ARTICLE 12.**  
**INDEPENDENT CONTRACTOR STATUS**

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

12.2. Neither the Village nor any of its employees will have any control over the conduct of Bidder or any of Bidder's employees, except as herein set forth, and Bidder expressly warrants not to represent at any time or in any manner that Bidder or any of Bidder's agents, servants or employees are in any manner agents, servants or employees of the Village. It is understood and agreed that Bidder is, and will remain at all times remain, a wholly independent contractor and that Bidder's obligations to the Village are solely as prescribed by this Agreement.

**ARTICLE 13.**  
**AUDIT AND RECORDS REQUIREMENTS**

13.1. Bidder will maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which will be available and accessible at Bidder's local offices for the purpose of inspection, audit, and copying during normal business hours by the Village, or any of its authorized representatives. Such records must be retained for a minimum of five (5) years after completion of the services. Prior to destruction of any records, the Bidder will notify the Village and deliver to the Village any records the Village requests. Bidder will require all subconsultants and subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Bidder and the subconsultant or subcontractor.

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

13.3. Bidder must fully cooperate with all public records requests by providing the necessary records to the Village promptly upon notice unless the records are exempt from Section 24 (a) of Article I of the State Constitution and Chapter 119, Florida Statutes. Failure by Consultant to promptly respond to notices requesting records constitutes grounds for unilateral cancellation by the Village at any time, with no recourse available to Bidder. Records may be provided in the form or format in which they are kept including electronic files. Bidder's right to claim an exemption from disclosure will not be deemed failure to comply with this article.

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

**ARTICLE 14.**  
**INDEMNIFICATION**

14.1. For ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Bidder will pay on behalf of or indemnify and hold harmless the Village, its officials, officers, employees, agents and volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, including attorneys' fees and court costs (whether such fees and costs are incurred in negotiations, collection of attorneys' fees or at the trial level or on appeal), suits or

liabilities, of whatever kind of nature, caused by any negligent or intentional act, error, omission, or default of Bidder or Bidder's officers, employees, agents, servants, volunteers or subcontractors or consultants, if any, caused by the performance or failure to perform under the terms of this Agreement.

14.2 Bidder must carry a commercial liability insurance policy in coverage amounts as determined by the Village Manager and naming the Village of Estero as additional insured.

**PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.**

**ARTICLE 15.**  
**EMPLOYEE RESTRICTIONS**

15.1. The Village of Estero will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Village shall consider employment by any contractor or subconsultant or subcontractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Bidder of the employment provisions contained in Section 274A(e) of the INA will be grounds for termination of this Agreement by the Village.

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

15.3. The Bidder will incorporate the terms of paragraphs 15.1 and 15.2 into all contracts with any subconsultants or subcontractors.

**ARTICLE 16.**  
**NO CONTINGENT FEES**

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



**ARTICLE 17.**  
**TRUTH-IN-NEGOTIATION CERTIFICATE**

17.1. If applicable, in accordance with Section 287.055(4), Florida Statutes, signature of this Agreement by Bidder shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which Village determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the execution of these premises as of the date and year first above written.

National Water Main Cleaning Company

WITNESSES:

Signed By: \_\_\_\_\_

Print Name: Joseph Perone

Date: 8/9/2022

Signed By: \_\_\_\_\_

Print Name: Inesa Okanovic

Date: 8/9/2022

Signed by: \_\_\_\_\_

Print Name: Salvatore F. Perri

Title: President

Date: 8/9/2022

ATTEST:

By: \_\_\_\_\_

Carol Sacco, Village Clerk

By: \_\_\_\_\_

Steve Sarkozy, Village Manager

Date: \_\_\_\_\_

9/13/2022

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_

Robert D. Pritt, J.D., B.C.S. Interim Village  
Attorney

Exhibit List:

Exhibit A – Scope of Services

Exhibit B – Pricing Proposal



**EXHIBIT A**

**Gravity Sewer Smoke & CCTV Testing for Estero Bay Village, Sunny Grove, & Cypress Bend**

**STATEMENT OF WORK**

**A. PROJECT OVERVIEW**

To perform smoke testing, the cleaning of sewer lines, and CCTV testing on the existing gravity sewer within Estero Bay Village, Sunny Grove, and Cypress Bend.

**B. SCOPE OF SERVICES**

Services shall include but are not limited to those as specified within RFB 2022-03.

**C. SCHEDULE**

As scheduled.

**D. COMPENSATION**

Total Cost (see Exhibit B).

**EXHIBIT B****PRICING PROPOSAL**

Per pricing submitted in response to RFB 2022-03 as follows:

**ESTERO BAY VILLAGE**

TOTAL COST FOR SMOKE TESTING: \$ 7,845

TOTAL COST FOR  
CLEANING SEWER LINES: \$ 12,365

TOTAL COST FOR CCTV TESTING: \$ 12,365

SUB-TOTAL: \$ 32,575

**SUNNY GROVE**

TOTAL COST FOR SMOKE TESTING: \$ 7,845

TOTAL COST FOR  
CLEANING SEWER LINES: \$ 8,135

TOTAL COST FOR CCTV TESTING: \$ 8,135

SUB-TOTAL: \$ 24,115

**CYPRESS BEND**

TOTAL COST FOR SMOKE TESTING: \$ 8,145

TOTAL COST FOR  
CLEANING SEWER LINES: \$ 10,525

TOTAL COST FOR CCTV TESTING: \$ 10,525

SUB-TOTAL: \$ 29,195

Grand Total Cost: \$ 85,885

## VILLAGE OF ESTERO, FLORIDA CONTRACT CHANGE ORDER

Number: 1

Contract/Project Name: Utilities Expansion Program – Phase 1 WWTP Conversions

Contractor: National Water Main Cleaning Company (NWMCC)

Contract #: EC 2022-83 Project #: \_\_\_\_\_ Bid #: \_\_\_\_\_

Village Project Manager: Robert Wiley

Upon the completion and execution of this Change Order by both parties to the Contract, the Contractor is authorized to and shall proceed to make the following changes in the Contract Documents:  
(If you need space other than what has been provided, please attach additional sheets.)

Attachments:

(List documents

supporting change) NWMCC C.O. #1 Scope & Fee Proposal ReWork NewWork 11.22.23 Rev.1 [Attachment A]

Description: Change Order proposal from NWMCC

Purpose of

Change Order: Provide funding for increased services required to complete video inspections of the existing gravity sewer collection systems at the Cypress Bend, Sunny Grove, and Estero Bay Village mobile home parks.

| Change in Contract Price                       | Dollar Amount | Change in Contract Time                       | Calendar Days N/A |
|------------------------------------------------|---------------|-----------------------------------------------|-------------------|
| Original Contract Price                        | \$85,885.00   | Original Contract Time                        |                   |
| Previous Change Order No.:                     | N/A           | Net Change from Previous Change Orders        |                   |
| Contract Price Prior to this Change Order      | \$85,885.00   | Contract Time Prior to this Change Order      |                   |
| Net Increase (Decrease) of this Change Order   | \$8,500.00    | Net Increase (Decrease) of this Change Order  |                   |
| Contract Price with All Approved Change Orders | \$94,385.00   | Contract Time with All Approved Change Orders |                   |

It is understood and agreed that the acceptance of this modification by the CONTRACTOR constitutes an accord and satisfaction and represents payment in full (both time and money) for all costs arising out of, or incidental to, the above mentioned change.

National Water Main Cleaning Company  
Name of Contractor

[Irnesa@nwmcc.com](mailto:Irnesa@nwmcc.com)  
Contractor Contact Email Address

Accepted on behalf of the Contractor by:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Irnesa Okanovic, Bids & Contracts Manager/Administrator

\_\_\_\_\_  
Date Accepted By Contractor

\_\_\_\_\_  
(973) 483-3200 (Ext. 264)  
Contractor Contact Phone #

Accepted on behalf of the Village by:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Steve Sarkozy, Village Manager



## NATIONAL WATER MAIN CLEANING COMPANY

15551 Okeechobee Boulevard  
Loxahatchee Groves, FL 33470  
Tel: (561) 508-6135  
www.nwmcc.com

Monday, November 27, 2023

**[Attachment A]**

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

RE: Estero Bay Village, Sunny Grove, and Cypress Bend Additional Services

Dear Robert,

In accordance with your request, we are pleased to submit the following proposal:

### SCOPE OF WORK

National Water Main Cleaning Company will utilize a combined jetter/vactor in order to clean and remove silt, sand and other debris from sewer structures, as necessary. A TV Rig and/or PushCam will then be utilized to assist the Engineer in determining the existing layout of the sanitary sewer system in Cypress Bend, Sunny Grove and Estero Bay Village. All non-hazardous materials will be disposed of at a licensed disposal facility and weight tickets will be provided to the customer with the invoice.

See attached scope of work to identify Rework of original services and perform New Work to provide additional information of the existing layout.

### NATIONAL WATER MAIN CLEANING COMPANY SHALL FURNISH

1. All necessary personnel and equipment to perform the work
2. All necessary supervision of our personnel
3. All necessary work permits
4. Maintenance and protection of traffic and/or police details (if required)
5. Water supply from local fire hydrants for sewer cleaning
6. Hydrant use permits and water meters
7. Confined Space Equipment (if required)
8. Transportation of men and equipment to and from the job site
9. Two computer generated inspection reports and one digital video (CD/DVD) copy with our findings upon completion of the work; and
10. Disposal of non-hazardous debris (if requested).

### VILLAGE OF ESTERO AND/OR OWNER SHALL FURNISH

1. Access and rights of way to all openings; including coordination with other contractors
2. Local craft responsibilities (if necessary)
3. Numbering system and map of structures to be inspected prior to starting the inspection (if requested)
4. Payment for removal of protruding taps or hardened material adhering to pipe walls such as mineral deposits, cementitious grout, asphalt, etc.
5. Responsibility of environmental impact of this work in its surroundings
6. Payment for disposal of debris; and
7. By-pass pumping of flows and/or dewatering (if necessary).

**PRICE**

*The price for our services will be as follows:*

|                                                     |                       |
|-----------------------------------------------------|-----------------------|
| 1. <u>Daily Rate to Perform Additional New Work</u> | <u>\$4,250.00/Day</u> |
| Total Additional Funding for Change Order 01        | \$8,500.00            |

**This scope of work is estimated to be completed within the course of 3 days: ReWork is expected to be complete in 1 day and New Work is expected to be complete in 2 days. Please note that this is only a Conservative Estimate based on given information/our field investigation and actual charges will vary depending on field conditions and Engineer directives.**

**NOTES**

1. During the progress of our services, should we encounter structural defect or failure in the pipeline, such will be reported to the owner, but under no condition are we to be held responsible for any correction or repair.
2. These rates include mobilization.
3. If customer chooses to supply water, National Water Main Cleaning Company would need written documentation from the water company authorizing the customer to access fire hydrants with appropriate permits and meters
4. Copies of hydrant use permits need to be provided prior to crew mobilization.
5. NWMCC is an open-shop company and shall not be subject to any union requirements or agreements and will not enter into any Project Labor Agreement or any such similar agreement for this Project. Where required by the Contract Documents, NWMCC will pay the prevailing wages then in effect for the Project and will submit Certified Payroll Reports in a timely manner.

If this proposal is acceptable, please sign where indicated below and return with your order so that we may schedule the work.

Sincerely yours,

**NATIONAL WATER MAIN CLEANING COMPANY**

*Roxanne Peoples*

Roxanne Peoples  
Project Manager

Accepted By:

*By signing this you agree to our terms and prices.*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date (Signed)

**CONFIDENTIALITY NOTICE:** This document is confidential. If you are not the intended recipient of this document, please contact the sender immediately and do not use or disclose the contents of this document for any purpose.

| Estero Utilities Expansion Project - Phase 1<br>National Water Main Cleaning Company Videos |                      |                                                                                                                                                                                                                                                                                                        |                                                                                               |               |                                                                                                                                                                                                                                                                                  |  |
|---------------------------------------------------------------------------------------------|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Location                                                                                    | Video Name           | Issue                                                                                                                                                                                                                                                                                                  | Village Request                                                                               | Consideration | NWMCC Response                                                                                                                                                                                                                                                                   |  |
| Cypress Bend                                                                                |                      |                                                                                                                                                                                                                                                                                                        |                                                                                               |               |                                                                                                                                                                                                                                                                                  |  |
| 1                                                                                           | MH-08 to MH-09       | Video is missing                                                                                                                                                                                                                                                                                       | Provide video                                                                                 | Rework        | OK-ReTV                                                                                                                                                                                                                                                                          |  |
| 2                                                                                           | MH-18 to MH-19       | Video has lots of glare and focusing issues.                                                                                                                                                                                                                                                           | Provide video without glare and focus issues.                                                 | Rework        | OK-ReTV                                                                                                                                                                                                                                                                          |  |
| 3                                                                                           | MH-21 to MH-22       | Most of video out of focus.                                                                                                                                                                                                                                                                            | Provide video in focus.                                                                       | Rework        | OK-ReTV                                                                                                                                                                                                                                                                          |  |
| 4                                                                                           | MH-31 to MH-32       | Video out of focus.                                                                                                                                                                                                                                                                                    | Provide video in focus.                                                                       | Rework        | OK-ReTV                                                                                                                                                                                                                                                                          |  |
| 5                                                                                           | MH-32 to MH-24       | Video out of focus.                                                                                                                                                                                                                                                                                    | Provide video in focus.                                                                       | Rework        | OK-ReTV                                                                                                                                                                                                                                                                          |  |
| Sunny Grove                                                                                 |                      |                                                                                                                                                                                                                                                                                                        |                                                                                               |               |                                                                                                                                                                                                                                                                                  |  |
| 1                                                                                           | SGMH-02A to SGLS-01  | Both the video and report failed to call out tap factory (3:00 position) at 225'.                                                                                                                                                                                                                      | Update report                                                                                 | Rework        | OK-ReTV                                                                                                                                                                                                                                                                          |  |
| 2                                                                                           | SGMH-02A to SGMH-02  | Video ends at 198' where camera flipped 3 times, but pipe open and continues unobstructed.                                                                                                                                                                                                             | Complete video to end of pipe                                                                 | Rework        | If additional access point is located, OK.<br>Sometimes , especially in PVC pipe, the camera will go so far before flipping due to the slope or texture of the pipe. With no additional access point to do a reverse, nothing can be done.<br>Push cam only has 100' capability. |  |
| 3                                                                                           | SGMH-03 to SGMH-01   | SGMH-01 doesn't exist and pipe appears to run from SGMH-03 to LS-01. Video very blurry and often out of focus.                                                                                                                                                                                         | Provide clear video                                                                           | Rework        | OK-ReTV                                                                                                                                                                                                                                                                          |  |
| 5                                                                                           | SGMH-04A to SGMH-03  | Video gap from 43' to 86'; video terminated when camera flipped at 262' but pipe shown to continue. This leave a gap of roughly 170 to reach SGMH-03. Need to video entire length of pipe so consider running reverse direction from SGMH-03 back towards SGMH-04 if cannot keep camera from flipping. | Provide complete video of pipe run.                                                           | Rework        | If additional access point is located, OK.<br>Sometimes , especially in PVC pipe, the camera will go so far before flipping due to the slope or texture of the pipe. With no additional access point to do a reverse, nothing can be done.<br>Push cam only has 100' capability. |  |
| 9                                                                                           | SGMH-08A to SGMH-08  | Gap in video between 26' and 73'.                                                                                                                                                                                                                                                                      | Provide missing video footage                                                                 | Rework        | OK-ReTV                                                                                                                                                                                                                                                                          |  |
| 4                                                                                           | New Work             | SGMH-03 to SGMH-01 encountered intruding pipe blockage to camera. Run video from LS-01 back towards SGMH-03 to the intruding pipe blockage.                                                                                                                                                            | Provide additional video.                                                                     | New Work      | If additional access point is located, OK                                                                                                                                                                                                                                        |  |
| 6                                                                                           | SGMH-04A to SGMH-04  | Root intrusion at 335' blocked camera.                                                                                                                                                                                                                                                                 | Cut root intrusion and continue video to pipe end.                                            | New Work      | Will try ot locate additional access point                                                                                                                                                                                                                                       |  |
| 7                                                                                           | SGLS-02 to SGMH-07   | Camera blocked at 346' by protruding tap, pipe visible beyond protrusion.                                                                                                                                                                                                                              | Locate SGMH-07 or cleanout and use push camera to back video to where previous video stopped. | New Work      | If additional access point is located, OK                                                                                                                                                                                                                                        |  |
| 8                                                                                           | SGMH-06 to SGMHLS-02 | Verify that the manhole at end of video (SGMH-06) is the same manhole as at the end of video SGMH-13 to SGMH-05 (SGMH-05).                                                                                                                                                                             | Verify the manhole either by lamping, noise check, etc.                                       | New Work      | NWMCC needs further clarification of Village Request                                                                                                                                                                                                                             |  |
| 10                                                                                          | SGMH-13 to SGMH-05   | Same issue as discussed for SGMH-06 to SGMHLS-02                                                                                                                                                                                                                                                       | Verify the manhole either by lamping, noise check, etc.                                       | New Work      | NWMCC needs further clarification of Village Request                                                                                                                                                                                                                             |  |
| Estero Bay Village                                                                          |                      |                                                                                                                                                                                                                                                                                                        |                                                                                               |               |                                                                                                                                                                                                                                                                                  |  |
| 1                                                                                           | MH-01 to LS-01       | Much of video blurry, out of focus, and contains a lot pixelating.                                                                                                                                                                                                                                     | Provide clear video                                                                           | Rework        | OK-ReTV                                                                                                                                                                                                                                                                          |  |
| 2                                                                                           | MH-01A to MH-01      | Much of video blurry, out of focus, and contains some pixelating.                                                                                                                                                                                                                                      | Provide clear video                                                                           | Rework        | OK-ReTV                                                                                                                                                                                                                                                                          |  |

1 of 2

|   |                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                   |                              |                                                                                               |
|---|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------------------------------------------------------------------------------|
| 4 | MH-03 to MH-02                     | There are two videos with the same file name. Need to identify and correct whichever video is mis-named. The one video is very short (12') and quickly encounters a broken pipe obstruction. Video direction is downstream. The second video is 344' in length and the direction is upstream. The first service tap is at 27' with the second service tap at 73'. The video shows a total of 10 service taps and ends at 344' with an elbow turning to the right. Unable to determine the location of this video based upon known manhole locations and distances to mobile home service taps. | Correct the video naming and determine on-the-ground location of the longer video.                                                                                                                                                                                | Rework                       | OK-ReTV & Document location                                                                   |
| 5 | MH-03 to MH-04                     | Pipe material change at 8' with joint offset but no scan of the joint to see if sealed, same situation at 24'.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Rescan the pipe material changes at 8' and 24' joint offsets.                                                                                                                                                                                                     | Rework                       | OK-ReTV                                                                                       |
| 7 | MH-08 area                         | MH-08 has three videos related to it. MH-08 to MH-06A appears to be the same video as the one labeled MH-08 to MH-UNKNOWN. There is a third video labeled MH-08A to MH-08 which appears to be the same video as the one labeled MH-08 to MH-UNKNOWN.                                                                                                                                                                                                                                                                                                                                           | Clarify the video naming and document the obstruction/elbows between MH-08 to MH-08A and MH-08 to MH-06A. Also, document the connection from MH-09 coming to MH-08 since the video starting at MH-09 was terminated at the 6' distance due to a deformed pipe.    | Rework                       | If we only have one access point and cant find the other, we are limited with what we can do. |
| 3 | LS-01 to 2 additional inflow pipes | End of MH-01 to LS-01 video shows two additional pipes bring flows into LS-01. Need videos of those two pipes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Provide additional video of 2 pipe runs                                                                                                                                                                                                                           | New Work                     | OK-TV                                                                                         |
|   | MH-02 to MH-02A                    | Bad pipe repair joint prevented camera from continuing. Pipe visible beyond repair area.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Use the push camera to video as far as can reach. Then use push camera in the other three cleanouts that appear to connect the gravity sewer running from MH-11 to MH-02. Use noise check or other means to help verify the connection from MH-11 to MH-02.       | New Work                     | Noise Check? We will try to see what we can do here. Push cam only has 100' max capability    |
| 6 | MH-04 to MH-04A                    | Determine if the cleanout located behind 20532 Polynesian Loop is actually where MH-04A used to be and connects to MH-04.                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Consider noise check to see if cleanout behind 20532 Polynesian Loop connects pipe to MH-04. Use the push camera to video as far as can reach towards MH-04. Use push camera to see if gravity sewer continues to east.                                           | New Work                     | Noise Check? We will try to see what we can do here. Push cam only has 100' max capability    |
| 8 | MH-10 to MH-10A                    | Current video says camera didn't fit into pipe at MH-10. Pipe visible from end of pipe in the video. This is also the same video as one labeled MH-UNKNOWN to MH-10.                                                                                                                                                                                                                                                                                                                                                                                                                           | Document why the camera did not fit into the pipe if unable to get it into the pipe in a second effort. If unable to advance camera into pipe, use push camera to advance as far as possible. Clarify the duplication of videos but with different naming labels. | Rework and possibly New Work | New Work once documented why we cant enter pipe.                                              |
| 9 | MH-11 to MH-12                     | Same issue as discussed under Line 3 for Estero Bay Village.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | From the vertical cleanout behind 20604 Tahitian Blvd, identified at the 693' distance, use the push camera through the cleanout to advance video farther south as far as can reach.                                                                              | New Work                     | Noise Check? We will try to see what we can do here. Push cam only has 100' max capability    |



**WORKSHOP ITEM SUMMARY SHEET**  
**VILLAGE COUNCIL MEETING**  
**January 3, 2024**

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**Agenda Item:**

Review of the Code Enforcement law and procedures.

**Description:**

During a recent discussion of a particular code enforcement lien matter, the Village Council expressed a desire for a workshop so that the Council members, some of who are newer to the Council and were not present when Village staff last presented on the topic some years ago, could gain a more complete understanding of the process.

As a result of this request, staff have developed the attached memorandum reviewing the applicable state laws on the subject, as well as the core procedures related to enforcement of Village Code, and collection of resulting code liens.

**Financial Impact:**

N/A

**Prepared by:** Robert Eschenfelder, Village Attorney



THOMAS J. TRASK, B.C.S.\*  
JAY DAIGNEAULT, B.C.S.\*  
ERICA F. AUGELLO, B.C.S.\*  
RANDY D. MORA, B.C.S.\*  
ROBERT M. ESCHENFELDER, B.C.S.\*  
NANCY S. MEYER, B.C.S.\*  
JEREMY SIMON  
MEGAN HAMISEVICZ

*\* Board Certified by the Florida Bar in  
City, County and Local Government Law*

**TO:** Village Council  
**FROM:** Robert Eschenfelder—Village Attorney  
**DATE:** 26 December 2023  
**SUBJECT:** Council Workshop on Code Enforcement Process

---

The Village Council recently requested a workshop from Village staff regarding the code enforcement process in the Village. This memorandum has been developed to provide some initial background information to Council Members in advance of the workshop.

### ***The Statutes and Code***

Code enforcement in Florida is governed by Florida Statutes Chapter 162. That Chapter has two parts. Part I establishes a process whereby local governments may use a code enforcement board or a special magistrate to enforce codes where a Notice of Violation has been issued by the code enforcement officer.

Part II establishes a process whereby a code enforcement officer issues a citation to a violator, and the violator is then issued a notice to appear in county court, where a county judge can enter orders enforcing the code.

The Village has adopted these options in Article II of Chapter 1 of the Village Code. While the Village has the additional option of filing a civil action seeking enforcement of its codes, which would include injunctive relief not available in the normal process, the current Village Code does not provide for that option.

### ***Current Process Used by the Village***

The law allows a local government to designate one or more persons as a Code Enforcement Officer. Stanley Knight is currently designated as the Village's Code Enforcement Officer.

The Village does not use a code enforcement board. Rather, it has elected to use a Code Enforcement Special Magistrate to hear code cases. Currently, the Village has contracts with Joseph Faerber and Robert Pritt to serve as Special Magistrates. It is important to keep at least

two persons under contract as Magistrate, both to accommodate schedule conflicts, as well as to ensure a Magistrate is available should a conflict of interest arise.

The typical code enforcement process includes the following steps:

1. *Violation is detected or reported.* The Code Enforcement Officer (CEO) may, while patrolling the Village, see for him/herself a violation, and may then open a case. Alternatively, the CEO may receive a complaint from a citizen, which would then be investigated. Pursuant to Florida Statutes § 162.06(1)(b), a complaint may not be anonymous. Rather, the citizen must provide her or his name when making the complaint.
2. *Issuance of a Courtesy Notice.* While not strictly required, and so long as imminent danger to life or safety is not at issue, it is an almost universal practice for a CEO to give a courtesy notice to the violator since voluntary compliance is always the goal.
3. *Notice of Violation.* If, after being given a reasonable time to correct the violation, the CEO determines the violation still exists, he or she will issue a Notice of Violation (NOV). The NOV must detail the nature of the violation, the corrective actions to be taken, set forth the period of time compliance is expected by, and note that failure to comply will result in the matter being set for hearing before the Special Magistrate.
4. *Notice of Hearing.* If the violator has not resolved the violation by the deadline given, the CEO will then issue a Notice of Hearing (NOH). The NOH will restate the violation and corrective action required, will note that compliance was not achieved within the time afforded, and will give notice of the time and date set for the Special Magistrate hearing.
5. *Magistrate Hearing.* The Special Magistrate hearing is quasi-judicial in nature and testimony is provided under oath. The hearing clerk is charged with keeping the official records of the hearing. At the hearing, the CEO establishes the factual basis for the violation and reviews the attempts to gain voluntary compliance. The CEO will also make a recommendation as to the daily fine to be imposed.
6. *Order Finding Violation.* The Magistrate will usually announce at the hearing if he/she finds a violation to have occurred. However, a written order making findings of fact and conclusions of law will subsequently be issued. If a violation is found to have occurred, the Order will set forth a reasonable time in which the violator must correct the violation, and will detail the daily fines and enforcement costs which may be imposed if compliance is not achieved.
7. *Affidavit of Compliance or Non-Compliance.* The CEO is responsible for monitoring compliance with the Order. If the CEO finds the violation was corrected, he/she will file an affidavit of compliance, and the case will be closed. If the CEO finds the violation is not corrected, he/she will file an affidavit of non-compliance and request the Magistrate hold a second hearing to determine whether the fines and costs should be imposed.

8. *Imposition Hearing.* The case of ***Massey v. Charlotte County*, 842 So. 2d 142 (2d DCA 2003)** found that, to satisfy due process, the local government must conduct a second hearing before actual imposition of a daily fine which can become a lien. At the Imposition Hearing, the violator has the opportunity to challenge the CEO's affidavit of non-compliance.
9. *Imposition Order.* If, at the conclusion of the Imposition Hearing, the Magistrate finds that the violator did not resolve the violation within the mandated period, he/she will then issue an Imposition Order actually imposing the daily fine (which would date back to the date of the original Order), and also imposing the Village's documented costs of enforcement. A daily fine imposed shall continue to accrue until the violator comes into compliance, which would be documented by the CEO's certificate of compliance. Pursuant to Florida Statutes § 162.09(3), a certified copy of the order imposing fine may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator.
10. *Lien Foreclosure.* The statute provides that after 3 months from the filing of the Imposition Order, which becomes a lien, if the lien remains unpaid, the Magistrate or Council may authorize the Village Attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. However, no lien created pursuant to the provisions of this part may be foreclosed on real property which is a homestead. Pursuant to Florida Statutes § 162.10, a code enforcement lien has a 20 year limitations period.

It should be noted that the goal of code enforcement under the Act is to obtain compliance. To that end, the Special Magistrate is empowered to impose fines of up to \$250 per day per violation, up to \$500 per day for repeat violations, and up to \$5,000 per violation if irreparable or irreversible (irreparable or irreversible violations consist of such as cutting trees, environmental damage, or injury or death to animals).

While there has been some historical belief that a flat, maximum daily fine could be imposed as to all cases, the statute provides that, in determining the amount of the fine, the Special Magistrate must consider, as to each case:

- (1) the gravity of the violation;
- (2) actions taken by the violator to correct the violation; and
- (3) any previous violations committed by the violator.

In addition to fines, the Special Magistrate may recommend the Village enter upon a property to make repairs or take corrective actions itself if public health or safety are impacted.

As noted, the Special Magistrate can authorize recovery of enforcement costs. Pursuant to Florida Statutes § 162.09, the administrative costs authorized for recovery are limited to recovery of the costs of prosecution of a case, but not the costs of administration of the code enforcement program (salaries and other continuing costs). ***Stratton v. Sarasota County*, 983 So.2d 51 (2d DCA 2008).**

Code enforcement liens are not super-priority liens co-equal with taxes, but are instead inferior to existing liens of record. ***City of Palm Bay v. Wells Fargo Bank, So.3d 114 So.3d 924 (Fla. 2013)***. So, when making the decision to foreclose, the local government will normally conduct a lien search to see if the property is subject to any earlier-filed mortgages or tax liens. However, since the lien relates not just to the property, but also to the violator's assets, if the violator has any other significant assets, those could be foreclosed in lieu of seeking to foreclose incumbered land.

### ***Lien Mitigation***

At times, a violator who/which is subject to a recorded code lien may request from the Village that lien be waived or compromised. Requests for relief will usually come to Council when an owner seeks to sell or refinance the land because the lien would then come up when the title company does a review of title issues.

Florida Statutes § 162.09(3) provides, in relevant part, that “a lien arising from a fine imposed pursuant to this section runs in favor of the local governing body, and the local governing body may execute a satisfaction or release of lien.”

Therefore, when such request come in, the Village's CEO will assess the justifications set forth in the request, and will produce a staff report reviewing the history of the case and summarizing the request. A recommendation may or may not be made given the unique aspects of the case. It is solely within Council's discretion as to whether to compromise a lien, or whether to foreclose a lien.

### ***HOA Rules Enforcement***

Finally, I wanted to address the intersection of HOA rule enforcement related to the Village's code enforcement processes. In sum, the Village's practice has been to defer to the various HOAs operating in the various communities in the Village which have that form of self-governance. While at times a resident may ask the Village's code enforcement staff to intervene in such matters, Florida law does not provide local governments with any enforcement authority regarding HOA rules or other private deed restrictions.

Rather, Florida law provides that both HOAs and individual property owners in an HOA are obligated to follow the HOA deed restrictions. If an HOA board for whatever reason declines to enforce its own rules, an owner has the statutory right to enforce her or his rights as an owner, and to recover her or his attorney fees if successful, pursuant to subsection (1) of Florida Statutes § 720.305, which provides:

**Obligations of members; remedies at law or in equity; levy of fines and suspension of use rights.—**

- (1) Each member and the member's tenants, guests, and invitees, and each association, are governed by, and must comply with, this chapter, the governing documents of the community, and the rules of the association. Actions at law or in equity, or both, to redress

alleged failure or refusal to comply with these provisions may be brought by the association or by any member against:

- (a) The association;
- (b) A member;
- (c) Any director or officer of an association who willfully and knowingly fails to comply with these provisions; and
- (d) Any tenants, guests, or invitees occupying a parcel or using the common areas.

The prevailing party in any such litigation is entitled to recover reasonable attorney fees and costs as provided in paragraph (2)(e). A member prevailing in an action between the association and the member under this section, in addition to recovering his or her reasonable attorney fees, may recover additional amounts as determined by the court to be necessary to reimburse the member for his or her share of assessments levied by the association to fund its expenses of the litigation. This relief does not exclude other remedies provided by law. This section does not deprive any person of any other available right or remedy.

Therefore, while the Village does have jurisdiction within a community controlled by an HOA to enforce Village Code, since many of the most common violations are also covered by HOA deed restrictions, the Village staff have historically deferred to the HOAs to enforce those rules.

c: Steve Sarkozy, Village Manager  
Mary Gibbs, Director of Community Development