VILLAGE OF ESTERO
VILLAGE COUNCIL MEETING
PACKET
JANUARY 24, 2024, 09:30 AM

www.Estero-fl.gov

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

AGENDA
VILLAGE COUNCIL MEETING
9401 Corkscrew Palms Circle, Estero, Florida

January 24, 2024, 09:30 am

1. CALL TO ORDER

INVOCATION

Pastor Angi Jeffcoat of Ocean Church

PLEDGE OF ALLEGIANCE

ROLL CALL

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

3. PUBLIC COMMENT ON NON-AGENDA ITEMS

4. CONSENT AGENDA

a. January 3, 2024 Council Meeting Minutes

Attachment: 01032024 minutes.pdf

b. Financial Report for Month ended September 2023

Attachment: SS Monthly Financial Report 09302023.pdf
Attachment: Village Council Report Sep 2023.pdf

c. Financial Report for Month ended October 2023

Attachment: SS Monthly Financial Report 10312023.pdf
Attachment: Village Council Report Oct 2023.pdf

d. Financial Report for Month ended November 2023

Attachment: SS Monthly Financial Report 11302023.pdf
Attachment: Village Council Report Nov 2023.pdf

5. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

6. ACTION ITEMS

a. Approval of Election Services Agreement with Supervisor of Elections

Recommended Action
Motion to approve Interlocal Agreement for Election Services with the Supervisor of Elections.

Financial Impact
The Supervisor's compensation under the new ILA remains a cost reimbursement model as is the case with the current agreement. Costs will differ depending on the given election or referendum vote at issue.

Attachment: SS Approval.pdf
Attachment: Estero Agreement for Election Services 2024.pdf

b. Estero on the River Construction Engineering inspection (CEI) Service Contract

Recommended Action:
Approve EC 2024-10 in the amount of $151,440 for CW3 Engineering, Inc. to provide construction engineering and inspection services for the Estero on the River Phase 1 Improvements.
Approve a $15,000 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, and to approve and execute and subsequent amendments which do not require an increase in the not to exceed budget (with contingency).

Financial Impact:
The financial impact of this contract is $164,440. This will be funded using the Fiscal Year 2023-2024 Budget for the Estero on the River Improvements which includes $2,250,000.

Attachment: SS Estero on River CEI Contract.pdf
Attachment: 01-EC2024-10 EOR Phase 1 CEI-CW3.pdf
Attachment: 02-Loc Map.pdf
Attachment: 03-Vendor Disclosure Form.pdf

c. Sandy Lane Construction Engineering Inspection (CEI) Services Contract

Recommended Action:
Approve EC 2024-09 in the amount of $490,560.65 for HighSpans Engineering, Inc. to provide construction engineering and inspection services for the Sandy Lake Bike/Ped Improvements.
Approve a $49,000 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, and to approve and execute and subsequent amendments which do not require an increase in the not to exceed budget (with contingency).

Financial Impact
The financial impact of this contract is $539,560.65. This will be funded using the Fiscal Year 2023-2024 Budget for the Sandy Lane Bike/Ped Improvements which include $2,013,790.

Attachment: SS Sandy Ln CEI Contract.pdf
Attachment: 1 EC2024-09 Sandy Ln CEI.pdf
Attachment: 2 Loc Map.pdf

Attachment: 3 Vendor Disclosure Form HighSpans - Sandy Lane CEI.pdf

d. Resolution No. 2024-02 (Reimbursement)

A Resolution of the Village Council of the Village of Estero, Florida Regarding Reimbursement of Certain Costs Relating to the Acquisition, Construction and Equipping of Certain Stormwater Utility Improvements, Park and Redevelopment Improvements, Sewer Utility System Improvements and/or Transportation Related Improvements within the Village; Making Related Findings; Providing for Severability and for an Effective Date.

Recommended Action
Motion to Adopt Resolution No. 2024-02.

Financial Impact
This resolution only preserves the ability to issue debt. There is no commitment nor requirement.

Attachment: SS Res No 2024-02.pdf
Attachment: Res NO. 2024-02.pdf
Attachment: Memo 01.17.2024 - Reimbursement.pdf

e. Approval of agreement between the Village and the School Board of Lee County for the acquisition of a parcel of land along Three Oaks Parkway in Estero.

Recommended Action
Motion to approve Agreement of Purchase and Sale Agreement for the purchase of 20897 Three Oaks Parkway.

Financial Impact
The purchase price is $15 million.

Attachment: SS Three Oaks Property Acquisition.pdf
Attachment: Agreement of Purchase and Sale signed by superintendent but not board.pdf
Attachment: Memo 01.17.2024 - Purchase.pdf

f. Approval of agreement between the Village and the School Board of Lee County for the lease of a portion of Estero High School land to develop a joint use park and recreation facility.

Recommended Action:
Motion to approve Recreation Lease Agreement with the Lee County School Board.

Financial Impact:
The lease payment is a nominal fee for a 99-year lease period. The Agreement provides for the Village to eventually invest at least $10 million over a five-year period.

Attachment: SS Estero High School land Lease Agreement.pdf
Attachment: Estero High Lease Village_s Proposed Final 1.23.24.1 -clean .pdf

g. Approval of Joint Use Agreement between the Village and the School Board of Lee County for the joint use of recreational facilities to be developed by the Village on leased property on the campus of Estero High School.

Recommended Action:
Motion to approve Joint Use Agreement of Estero High School recreational facilities, and to authorize the Village Manager to administratively approve any amendments to the Agreement or related Lease Agreement which may be required to satisfy School Board requirements or to make necessary clarifications, so long as any such amendments do not increase the financial commitments of the Village beyond those set forth in those respective documents.

Financial Impact:
The lease payment is a nominal fee for a 99-year lease period. The Agreement provides for the Village to eventually invest at least $10 million over a five-year period.

Attachment: SS Estero High School Joint Use Agreement.pdf
Attachment: Shared Use Agreement 1.23.24.1 - clean.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. Village and Planning, Zoning, and Design Board Projects

Attachment: SS 1-24-2024 Development Projects.pdf
Attachment: 2024 Project Review PP.pdf

b. Planning, Zoning, Design Board Annual Report

Attachment: SS PZDB 2023 Annual Report.pdf
Attachment: 2023 PZDB Report.pdf

11. ADJOURNMENT

General Attachments

- Transcript.pdf

VILLAGE OF ESTERO COUNCIL MEETING
WEDNESDAY, JANUARY 24, 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.

09:30:38 >>Mayor McLain: I WOULD LIKE TO CALL TO ORDER THE
09:30:41 JANUARY 24, 2024, VILLAGE COUNCIL MEETING.
09:30:46 I WOULD LIKE TO REMIND EVERYONE TO PLEASE TURN OFF YOUR CELL
09:30:49 PHONES, IF YOU HAVEN'T ALREADY DONE THAT.
09:30:51 IF YOU ARE GOING TO SPEAK TODAY, I WOULD LIKE TO REMIND YOU
09:30:55 TO GET CLOSE TO THE MICROPHONE THERE AND ALSO MAKE SURE YOU
09:30:59 GIVE US YOUR NAME AND YOU WOULD BE LIMITED TO THREE MINUTES.
09:31:04 YOU ALSO WILL NEED TO HAVE A SPEAKER CARD FILLED OUT.
09:31:08 WELCOME TO OUR MEETING.
09:31:09 WELCOME TO THE VILLAGE OF ESTERO, A PLACE THAT WE CALL
09:31:11 PARADISE.
09:31:12 WITH NO FURTHER ADO, I WOULD LIKE TO INTRODUCE PASTOR ANGI
09:31:15 JEFFCOAT OF THE OCEAN CHURCH TO DO OUR INVOCATION.
09:31:20 WELCOME.
09:31:21 >> THANK YOU.
09:31:21 WELL, IT'S SO GOOD TO BE WITH YOU GUYS TODAY.
09:31:25 I JUST WANT TO TELL YOU WE ARE SO GRATEFUL FOR EACH AND
09:31:29 EVERY ONE OF YOU.

09:31:30 AS I WAS PRAYING FOR YOU TODAY, WHAT WAS ON MY HEART WAS
09:31:35 PSALM 23 VERSES 1 THROUGH 3.
09:31:38 IT SAYS, THE LORD IS MY SHEPHERD.
09:31:40 I HAVE ALL THAT I NEED.
09:31:41 HE LETS ME REST IN GREEN MEADOWS.
09:31:44 HE LEADS ME BESIDE PEACEFUL STREAMS.
09:31:47 HE RENEWED MY STRENGTH.
09:31:50 HE GUIDES ME ALONG RIGHT PATHS BRINGING HONOR TO HIS NAME.
09:31:54 SO LET'S TAKE A MOMENT TO PRAY AND TO WELCOME THE GOOD
09:31:59 SHEPHERD.
09:32:00 SO HEAVENLY FATHER, FIRST OF ALL, I THANK YOU FOR THESE MEN
09:32:03 AND WOMEN WHO ARE HERE TODAY.
09:32:05 THANK YOU FOR HOW FAITHFULLY THEY SERVE.
09:32:09 GOD, WE'RE GRATEFUL FOR THEM AND I PRAY YOUR BLESSINGS ON
09:32:12 THEIR LIVES.
09:32:14 LORD, WE INVITE YOU INTO THIS TIME.
09:32:16 I THANK YOU THAT YOU ARE THE GOOD SHEPHERD.
09:32:19 I PRAY THAT YOU WOULD GUIDE THE CONSERVATION TODAY.

09:32:22 I PRAY THAT YOU WOULD GIVE US WISDOM TODAY, GIVE THESE MEN
09:32:26 AND WOMEN GREAT WISDOM TODAY.
09:32:29 I PRAY THAT YOU WOULD BLESS THEM WITH PRODUCTIVITY, THAT AT
09:32:32 THE END OF THIS TIME THAT YOU WOULD LOOK BACK AND SAY, WOW,
09:32:35 THAT WAS SUCH A PRODUCTIVE TIME.
09:32:37 LORD, I PRAY THAT THEY WOULD FILL YOUR PEACE AND YOUR
09:32:41 PRESENCE IN THE ROOM.

09:32:42 LORD, I THANK YOU THAT AS THE GOOD SHEPHERD, YOU ALSO
09:32:46 SHEPHERD EACH ONE OF THEIR SOULS.
09:32:48 SO I PRAY THAT YOU WOULD LEAD THEM INTO PEACE, IF ANYONE IS
09:32:52 WARY, GOD, WOULD YOU GIVE THEM STRENGTH.
09:32:55 WE GIVE YOU THIS TIME TODAY IN JESUS NAME, AMEN.
09:32:59 AMEN.
09:33:00 THANK YOU.
09:33:00 >>Mayor McLain: THANK YOU, ANGI.
09:33:02 WOULD YOU PLEASE STAND AND WE WILL DO THE PLEDGE OF
09:33:06 ALLEGIANCE.
09:33:08 [PLEDGE OF ALLEGIANCE]
09:33:20 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL.
09:33:29 >>Vice-Mayor Ribble: HERE.
09:33:31 >>Larry Fiesel: HERE.
09:33:32 >>Mayor McLain: HERE.
09:33:34 >>Lori Fayhee: HERE.
09:33:35 >>Rafael Lopez: HERE.
09:33:37 >>Jim Ward: HERE.
09:33:39 >>George Zalucki: HERE.
09:33:40 >>Mayor McLain: THANK YOU.
09:33:41 NEXT ON THE AGENDA IS THE APPROVAL OF THE AGENDA.
09:33:44 DOES ANYONE HAVE ANY ADDITIONS, DELETIONS, OR CHANGES TO THE
09:33:47 AGENDA?
09:33:48 I SEE NONE.
09:33:52 SO THE CHAIR WILL NOW ENTERTAIN A MOTION TO APPROVE THE

09:33:55 AGENDA.
09:33:55 >>Vice-Mayor Ribble: SO MOVED.
09:33:56 >>Mayor McLain: THE MOTION WAS MADE BY OUR VICE-MAYOR RIBBLE
09:34:00 AND SECONDED BY COUNCILWOMAN FAYHEE.
09:34:04 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL?
09:34:07 >>Larry Fiesel: AYE.
09:34:09 >>Lori Fayhee: AYE.
09:34:10 >>Rafael Lopez: AYE.
09:34:11 >>Jim Ward: AYE.
09:34:13 >>George Zalucki: AYE.
09:34:15 >>Vice-Mayor Ribble: AYE.
09:34:15 >>Mayor McLain: AYE.
09:34:16 WE WILL NOW TAKE PUBLIC COMMENT ON ITEMS THAT ARE NOT ON THE
09:34:23 AGENDA.

09:34:25 MADAM CLERK, DO WE HAVE ANYONE TO SPEAK?
09:34:29 >> YES, MAYOR, WE DO.
09:34:30 WE HAVE MR. PATRICK DOUGLAS, CONCERNED CITIZEN.
09:34:38 >> BEFORE WE START THE TIMER, I WANT TO MAKE SURE YOU CAN
09:34:40 HEAR ME.
09:34:41 DO I NEED TO BEND INTO THIS SO YOU CAN HEAR ME?
09:34:45 MY MOTHER WON'T LIKE MY POSTURE, BUT I'LL DO THAT.
09:34:48 I SPOKE AT THE 11/15 COUNCIL MEETING DISCUSSING THE
09:34:52 AGGRESSIVE DRIVING AND DISTRACTED DRIVING IN THE VILLAGE AND
09:34:56 SOUTHWEST FLORIDA.
09:34:56 ACTUALLY, IT'S BEEN TWO YEARS SINCE I STARTED THESE

09:34:59 DISCUSSIONS WITH FORMER MAYOR ERRINGTON AND MANAGER SARKOZY.
09:35:05 I MENTIONED AT THAT NOVEMBER MEETING MY FIRSTHAND DETAILED
09:35:07 OBSERVATION OF THE PROBLEM AS A ROAD BICYCLIST.
09:35:09 HOWEVER, THEN AND NOW I AM HERE AS A RESIDENT OF ESTERO AND
09:35:14 REPRESENTING MANY OTHER RESIDENTS WHO HAVE A SIMILAR PASSION
09:35:17 FOR THESE ISSUES WHICH ARE CLEARLY EVIDENT IN ESTERO AS WELL
09:35:20 AS ALL OF LEE COUNTY AND SOUTHWEST FLORIDA AND LIKELY
09:35:24 BEYOND.
09:35:24 THIS CONTINUES TO INJURE, SERIOUSLY DISABLE AND TAKE LIVES.
09:35:29 AT THE 11/15 MEETING, I HEARD RECOGNITION FROM SOME OF YOU
09:35:32 ACKNOWLEDGING THIS WAS A PROBLEM.
09:35:35 AT THAT TIME, I MENTIONED THE BONITA SPRINGS APPROACH OF
09:35:38 FUNDING ADDITIONAL SHERIFF'S DEPUTIES.
09:35:40 I ALSO RECALL A COMMENT FROM MAYOR McLAIN AT THAT TIME
09:35:44 INDICATING ESTERO SHOULD ONCE AGAIN INVESTIGATE THAT IN MORE
09:35:47 DETAIL.
09:35:48 HOWEVER, AS A CITIZEN WITH MY ONLY FEEDBACK COMING FROM
09:35:52 COUNCIL AGENDAS AND MINUTES, IT APPEARS LITTLE TO NOTHING
09:35:56 HAS BEEN DONE TO ADDRESS THESE PROBLEMS.
09:35:59 I DID SEE WHERE A TRAFFIC STUDY WAS RECENTLY APPROVED.
09:36:02 HONESTLY, WE DON'T NEED TO KNOW WHERE AN ADDITIONAL STOP
09:36:06 SIGN OR RIGHT-TURN LANE IS NEEDED.
09:36:08 WHAT WE NEED IN MY AND MANY OTHER OPINIONS IS MORE
09:36:12 ADDITIONAL CONSISTENT ENFORCEMENT.
09:36:13 THE SPEEDING, AGGRESSIVE DRIVING AND RED LIGHT VIOLATIONS

09:36:17 ARE EVIDENT EVERY TIME WE GO OUT ON THESE ROADS.
09:36:20 FROM A CASUAL CITIZEN'S POINT OF VIEW, IT APPEARS THIS
09:36:24 COUNCIL IS 99% FOCUSED ON MORE RESIDENTIAL AND RETAIL
09:36:27 DEVELOPMENT AND 1% FOCUSED ON PUBLIC SAFETY.
09:36:30 I SERIOUSLY STRUGGLE HOW ALL THE COUNCIL NEWS IS FOCUSED
09:36:35 AROUND DEVELOPMENT AND NOTHING ON PUBLIC SAFETY.
09:36:37 WHAT I AM SPECIFICALLY ASKING FOR IS THE FOLLOWING: WHY
09:36:42 CAN'T THE VILLAGE FUND A TEMPORARY INITIATIVE FOR A
09:36:45 SHERIFF'S DEPUTY FOR THREE MONTHS TO DO NOTHING BUT
09:36:48 ADDITIONAL ENFORCEMENT?

09:36:50 THIS WOULD BE A COST OF $40,000 OFFSET BY FINES AND SO MUCH
09:36:54 COULD BE LEARNED FROM THIS INITIATIVE.
09:36:56 IN ADDITION, OR ALTERNATIVELY, HOW CAN CITIZENS FUND SOME
09:37:01 TYPE OF COMMUNITY IMPROVEMENT PROGRAM TO DO THE SAME?
09:37:04 I HAVE SO MANY CITIZENS WILLING TO STEP UP AND PROVIDE
09:37:07 FUNDING FOR SOMETHING LIKE THIS.
09:37:09 AS I CLOSE, I KNOW WHAT WOULD BE EASY AND CONVENIENT FOR THE
09:37:13 COUNCIL TO CONTINUE TO SEEMINGLY IGNORE THIS ISSUE, OR THE
09:37:17 COUNCIL COULD STEP UP AND MAKE A MEANINGFUL AND IMPACTFUL
09:37:21 DECISION TO TAKE A SMALL STEP TO BEGIN TO IMPROVE PUBLIC
09:37:24 SAFETY.
09:37:24 WHAT WOULD BE WRONG WITH ESTERO BECOMING KNOWN AS THE SAFEST
09:37:28 MUNICIPALITY IN SOUTHWEST FLORIDA OR ALL OF FLORIDA?
09:37:30 I RECALL MAYOR McLAIN AT THAT NOVEMBER MEETING AS IT
09:37:34 RELATED TO A PLAYGROUND ORDINANCE MENTIONING THAT WE DON'T

09:37:38 WANT TO BE THE SAME AS OTHER COMMUNITIES.
09:37:40 WE WANT TO BE BETTER.
09:37:42 WHY CAN'T THAT APPLY TO PUBLIC SAFETY?
09:37:44 >>Mayor McLain: THANK YOU FOR YOUR COMMENTS.
09:37:46 ACTUALLY, IN MY COMMENT SECTION AT THE END OF THE MEETING
09:37:49 TODAY, I WAS GOING TO TALK ABOUT THE STATE OF FLORIDA'S
09:37:54 ACCIDENTS THAT THEY HAVE.
09:37:57 I'VE GOT ACTUALLY STATS FROM 2022 TO 2023.
09:38:02 AND IF YOU LOOK AT TOTAL BICYCLE CRASHES IN 2023 -- THIS IS
09:38:09 THE STATE -- 319.
09:38:11 295 IN '23.
09:38:14 THAT'S NOT MUCH IMPROVEMENT.
09:38:16 THE FATALITIES, UNFORTUNATELY, REMAIN AT 9.
09:38:20 SO YOUR COMMENTS ABOUT WHAT'S BEING DONE DOESN'T LOOK LIKE
09:38:23 THERE'S A LOT OF ADDITIONAL ENFORCEMENTS IN THERE.
09:38:28 IT IS A COMPLEX SUBJECT AND HOW YOU DO IT RELATES TO SPEED
09:38:32 OF TRAFFIC.
09:38:33 WE'VE GOT ENHANCED ENFORCEMENT FOR THAT.
09:38:36 I THINK THEY CAN ALSO LOOK AT THE BICYCLES.
09:38:39 THAT'S A WARNING ON THERE.
09:38:40 SO WE DON'T GO -- I JUST BRING THIS UP TO LET YOU KNOW I'LL
09:38:45 HAVE COMMENTS ON THAT A LITTLE BIT LATER, IN AN HOUR OR TWO,
09:38:51 PROBABLY.
09:38:52 ALL TRAFFIC.
09:38:54 AND THAT'S WHAT I'M GOING TO GET INTO A LITTLE MORE DETAIL A

09:38:58 LITTLE LATER.
09:38:59 DO WE HAVE ANYBODY ELSE TO SPEAK?
09:39:02 >>Carol Sacco: NO, MAYOR, THAT'S IT.
09:39:04 >>Mayor McLain: NOBODY ELSE.
09:39:05 OKAY.
09:39:05 IF THERE'S NOBODY GOING TO SPEAK, NEXT ON THE AGENDA IS THE

09:39:10 CONSENT AGENDA.
09:39:11 IT INVOLVES CONSENT ITEMS ABC, WHICH ARE THE VILLAGE COUNCIL
09:39:17 MEETING MINUTES AND THREE FINANCIAL REPORTS.
09:39:20 DO ANY OF THE COUNCIL MEMBERS HAVE QUESTIONS OR COMMENTS?
09:39:24 IF THERE ARE NO QUESTIONS OR COMMENTS, I WILL LOOK FOR A
09:39:32 MOTION.
09:39:35 >>Larry Fiesel: I'LL MAKE THE MOTION TO APPROVE.
09:39:36 >>Mayor McLain: COUNCILMAN FIESEL MADE THE MOTION.
09:39:39 A SECOND BY COUNCILMAN LOPEZ.
09:39:42 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL?
09:39:46 >>George Zalucki: AYE.
09:39:48 >>Jim Ward: AYE.
09:39:50 >>Rafael Lopez: AYE.
09:39:51 >>Lori Fayhee: AYE.
09:39:52 >>Larry Fiesel: AYE.
09:39:54 >>Vice-Mayor Ribble: AYE.
09:39:55 >>Mayor McLain: AYE.
09:39:56 NEXT ITEM ON THE AGENDA IS 6A, APPROVAL OF ELECTION SERVICES
09:40:02 AGREEMENT WITH SUPERVISOR OF ELECTIONS.

09:40:05 STEVE, WOULD YOU LIKE TO INTRODUCE THIS ITEM?
09:40:07 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
09:40:09 THIS IS A RATHER STANDARD INTERLOCAL AGREEMENT WITH THE
09:40:13 COUNTY SUPERVISOR OF ELECTIONS OFFICE.
09:40:16 IT PROVIDES FOR THE ADMINISTRATION AND CONDUCT OF ELECTIONS
09:40:22 AS MAY BE NEEDED BY THE VILLAGE IN THE FUTURE.
09:40:26 THIS IS SOMETHING THAT'S AUTHORIZED AND REQUIRED BY STATE
09:40:29 STATUTE, AND WE'VE HAD GREAT SUCCESS, OF COURSE, WORKING
09:40:33 WITH THE SUPERVISOR OF ELECTIONS IN THE PAST AND WILL DO
09:40:37 THAT AGAIN FOR THE UPCOMING ELECTIONS.
09:40:40 THIS IS RECOMMENDED FOR YOUR APPROVAL.
09:40:42 WE WOULD PAY THE COST FOR ANY SPECIAL ELECTIONS AS NEEDED.
09:40:48 >>Mayor McLain: DOES COUNCIL HAVE ANY QUESTIONS OR COMMENTS?
09:40:52 >>Vice-Mayor Ribble: STEVE, TO MY KNOWLEDGE, WE'VE NEVER HAD
09:40:56 EARLY VOTING.
09:40:59 WHEN DO WE HAVE TO DECIDE IF WE DO WANT EARLY VOTING?
09:41:03 IT WOULD DEPEND, I GUESS, ON HOW MANY PEOPLE WE HAVE RUNNING
09:41:07 FOR OFFICE, BUT THAT HAPPENS JUST RIGHT BEFORE THE ELECTION?
09:41:16 >>Steven Sarkozy: IT'S A GOOD QUESTION AND I DON'T KNOW.
09:41:17 WE COULD CHECK IT AND THEN GET BACK TO YOU ON IT.
09:41:20 >>Vice-Mayor Ribble: HOPEFULLY WE WON'T NEED IT BECAUSE I
09:41:23 KNOW IT IS AN ADDITIONAL EXPENSE.
09:41:28 I SEE THIS CONTRACT IS AUTOMATICALLY RENEWED EVERY YEAR, IS
09:41:31 THAT CORRECT?
09:41:31 >>Steven Sarkozy: YES.

09:41:32 >>Vice-Mayor Ribble: ONCE WE SIGN THIS, WE DON'T HAVE TO DO
09:41:35 THIS AGAIN.

09:41:36 >>Steven Sarkozy: CORRECT.
09:41:37 >>Robert Eschenfelder: WE HAVE A STANDING INTERLOCAL
09:41:39 AGREEMENT WITH THE SUPERVISOR RIGHT NOW.
09:41:41 THE SUPERVISOR APPROACHED THE VILLAGE THROUGH LEGAL COUNSEL
09:41:44 AND SAID THAT THE SUPERVISOR WOULD LIKE TO UPDATE IT.
09:41:48 THEY PRESENTED US WITH A DRAFT.
09:41:51 I WORKED SUCCESSFULLY WITH HIS ATTORNEY TO MAKE SOME CHANGES
09:41:54 THAT WERE IN OUR INTEREST, INCLUDING MAKING IT CLEAR THAT WE
09:41:58 WEREN'T GOING TO BE LOCKED INTO NOVEMBER LIKE SOME OTHER
09:42:02 COUNTIES ARE BEING FORCED TO DO.
09:42:04 SO THAT WAS THE -- THE RESULT OF THIS IS THAT.
09:42:08 JUST AS THE ONE THAT'S IN PLACE NOW HAS EXISTED FOR YEARS,
09:42:12 THERE'S NO REASON THIS ONE WOULDN'T EXIST FOR YEARS.
09:42:16 >>George Zalucki: THANK YOU, MR. MAYOR.
09:42:17 JUST A QUESTION ON -- I DID LOOK AT THE AGREEMENT.
09:42:21 UNDER VILLAGE DUTY, SECTION 3, IT SAYS EXPENSES AND
09:42:25 COMPENSATION AND WE WILL GET INVOICED FOR THE SERVICES.
09:42:28 I'M JUST WONDERING WHAT IS THE TYPICAL COST TO A TYPICAL
09:42:34 ELECTION TO THE VILLAGE?
09:42:36 >>Steven Sarkozy: WE'VE BEEN PROVIDED AN ESTIMATE AT CERTAIN
09:42:39 ELECTIONS.
09:42:39 IT'S ABOUT 60 TO 70 THOUSAND DOLLARS.
09:42:42 AGAIN, IT DEPENDS ON HOW MANY POLLING PLACES, SO THERE IS A

09:42:50 VARIABILITY TO THAT.
09:42:55 >>George Zalucki: THANK YOU.
09:42:55 >>Mayor McLain: ANY OTHER QUESTIONS?
09:42:56 IF THERE ARE NO FURTHER COUNCIL QUESTIONS, DO WE HAVE ANY
09:42:59 PUBLIC COMMENT CARDS FILLED OUT?
09:43:02 >>Carol Sacco: WE HAVE NONE, MAYOR.
09:43:03 >>Mayor McLain: NO ONE TO SPEAK, THEN I WILL ENTERTAIN A
09:43:07 MOTION REGARDING THIS AGENDA ITEM.
09:43:11 >>George Zalucki: MR. MAYOR, I'LL MAKE THE MOTION TO
09:43:14 APPROVE.
09:43:14 >>Mayor McLain: AND SECONDED BY COUNCIL MEMBER LOPEZ.
09:43:17 MADAM CLERK, WOULD YOU PLEASE TAKE THE ROLL.
09:43:21 >>Larry Fiesel: AYE.
09:43:24 >>Lori Fayhee: AYE.
09:43:24 >>Rafael Lopez: AYE.
09:43:26 >>Jim Ward: AYE.
09:43:28 >>George Zalucki: AYE.
09:43:29 >>Vice-Mayor Ribble: AYE.
09:43:31 >>Mayor McLain: AYE.
09:43:31 THE NEXT ITEM IS 6B, ESTERO ON THE RIVER PHASE ONE
09:43:41 CONSTRUCTION, ENGINEERING, INSPECTION SERVICE CONTRACT.
09:43:43 STEVE, WOULD YOU PLEASE INTRODUCE THIS ITEM?
09:43:44 >>Steven Sarkozy: MAYOR AND MEMBERS OF COUNCIL, THE NEXT TWO
09:43:48 ITEMS INVOLVE ENGINEERING INSPECTION SERVICES FOR SOME OF

09:43:52 OUR UPCOMING PROJECTS.

09:43:54 I WOULD LIKE TO HAVE DAVID WILLEMS COME FORWARD AND PRESENT
09:43:58 THESE WITH OUR RECOMMENDATION FOR APPROVAL.
09:44:01 >>David Willems: GOOD MORNING, COUNCIL.
09:44:03 JUST BY WAY OF BACKGROUND, SINCE THERE ARE TWO IN A ROW THAT
09:44:07 ARE VERY SIMILAR, JUST EXPLAIN WHY WE'RE DOING IT, WHAT
09:44:09 WE'RE DOING, WHY THIS TIME AND KIND OF WHAT'S HAPPENING IN
09:44:12 THE MARKET.
09:44:13 SO WE ORIGINALLY TRIED TO SECURE THESE SERVICES BACK I THINK
09:44:17 IT WAS OCTOBER OF LAST YEAR.
09:44:19 SO WE SENT OUT A REQUEST FOR PROPOSALS AND WE ACTUALLY
09:44:24 REACHED OUT TO SEVERAL OF THE FIRMS HERE LOCALLY THAT
09:44:27 PROVIDE THESE SERVICES.
09:44:28 WE ACTUALLY DIDN'T GET ANY RESPONSES BACK.
09:44:32 EVERYBODY SAID THAT THEY WERE JUST TOO BUSY TO DO THE
09:44:35 PROPOSALS.
09:44:36 SO SUBSEQUENT TO THAT, WE REACHED OUT TO SEVERAL OF THE
09:44:40 FIRMS AND TWO OF THEM ARE HERE TO SPECIFICALLY NEGOTIATE
09:44:44 THEM WORKING ON THESE TWO PROJECTS.
09:44:48 AND THE REASON, WHAT THESE SERVICES DO IS IT PROVIDES THE
09:44:52 VILLAGE A REPRESENTATIVE ON-SITE TO MAKE SURE THAT THE
09:44:54 PROJECT IS GETTING BUILT ACCORDING TO THE PLANS.
09:44:57 AND THEIR JOB IS TO NOT ONLY OBSERVE IT, BUT ALSO PLAN OUT
09:45:01 AHEAD JUST TO MAKE SURE THERE'S NOT THINGS COMING UP.
09:45:04 AND THEY ACTUALLY HELP MAKE SURE THE CONTRACTOR IS DOING
09:45:09 THINGS IN ORDER AND STAYING ON SCHEDULE.

09:45:10 ESPECIALLY FOR THE SECOND ONE, SANDY LANE, THEY WILL BE
09:45:14 ON-SITE ALL THE TIME BECAUSE WE HAVE THE FPL WORK THAT HAS
09:45:18 TO BE DONE.
09:45:18 THERE'S A LOT OF DRAINAGE, SO THERE'S A LOT OF COORDINATION.
09:45:21 THERE'S GOING TO BE A LOT OF THESE COMING FORWARD HERE IN
09:45:24 THE NEAR FUTURE FOR UTILITY PROJECTS AND ANYTHING ELSE THAT
09:45:28 WE'RE WORKING ON.
09:45:30 I THINK WE WERE ASKED ONCE, DO WE NEED TO DO THESE AHEAD OF
09:45:34 TIME?
09:45:35 AND THE ANSWER IS, YES, WE WANT TO HAVE THESE INSPECTORS AND
09:45:37 THESE FIRMS IN PLACE BEFORE WE ACTUALLY BID THE PROJECTS.
09:45:42 ONE, SO THAT THEY ARE READY TO START WHEN THE CONTRACTOR IS
09:45:45 READY TO START.
09:45:45 AND ALSO TO ACTUALLY HELP US REVIEW THE PLANS THAT WERE
09:45:49 DEVELOPED BY THE ENGINEERS TO MAKE SURE THAT THEY ARE ABLE
09:45:52 TO BE BUILT EFFICIENTLY.
09:45:54 THEY'LL PROVIDE US INPUT AS FAR AS CONSTRUCTABILITY AND
09:45:57 MAYBE MAKE SOME RECOMMENDATIONS OF IMPROVEMENTS THAT COULD
09:46:00 EITHER REDUCE THE COST OR MAKE CONSTRUCTION GO A LITTLE BIT
09:46:03 SMOOTHER.

09:46:04 SO THE REASON WE'RE BRINGING THESE TWO FORWARD RIGHT NOW IS
09:46:07 WE'RE HOPING TO BID THOSE HERE WITHIN THE NEXT MONTH OR SO
09:46:10 AND START CONSTRUCTION SHORTLY, SO WE WANTED TO GET THESE
09:46:14 FIRMS ON, SIGNED UP TO DO THAT WORK.
09:46:18 THE FIRST ONE IS FOR THE ESTERO ON THE RIVER PROJECT.

09:46:21 YOU'LL NOTICE THE COST IS SIGNIFICANTLY LESS THAN THE SANDY
09:46:26 LANE.
09:46:26 THE REASON FOR THAT IS IT'S NOT AS INTENSIVE.
09:46:29 THERE'S NOT A LOT OF EXISTING INFRASTRUCTURE TO WORK AROUND.
09:46:32 IT'S KIND OF JUST GO OUT THERE AND BUILD IT FOR THE MOST
09:46:36 PART.
09:46:37 THERE WILL BE INSPECTIONS FOR THE BRIDGE CROSSING OVER THE
09:46:40 RIVER, BUT IT'S JUST NOT AS COMPLICATED AS SANDY LANE, AND
09:46:43 THAT'S WHY THE FEES ARE A LITTLE BIT LESS.
09:46:46 CW3 IS A FIRM THAT WE HAVE WORKED WITH BEFORE.
09:46:51 BASICALLY WHAT THEY ARE GOING TO DO IS MANAGE THE
09:46:54 CONSTRUCTION OF THE PROJECT FOR THE VILLAGE.
09:46:56 THEY ARE GOING TO BE OUR EYES AND EARS.
09:46:58 THEY ARE GOING TO MAKE SURE THINGS ARE DONE ACCORDING TO THE
09:47:02 PERMITS AND THEN REPORT BACK TO THE VILLAGE ON THAT.
09:47:04 WITH THAT, I CAN ANSWER ANY QUESTIONS.
09:47:07 >>Mayor McLain: DOES COUNCIL HAVE ANY QUESTIONS?
09:47:09 VICE-MAYOR.
09:47:09 >>Vice-Mayor Ribble: YEAH, DAVID, I WAS LOOKING AT THE SCOPE
09:47:12 OF WORK.
09:47:13 WHERE DOES THE WALL FIGURE INTO THAT?
09:47:16 I KNOW DESIGNING IT HAS BEEN PROBLEMATIC.
09:47:18 IS THAT GOING TO BE A LATER CONTRACT THEN?
09:47:21 >>David Willems: YES.
09:47:22 SO THE THOUGHT RIGHT NOW IS POTENTIALLY DOING THAT IN A

09:47:26 DIFFERENT WAY BECAUSE OF THE PROBLEMS THAT WE'RE HAVING WITH
09:47:28 HOW DO WE GET IT TO WORK WITH U.S. 41.
09:47:32 BECAUSE IF YOU ARE OUT THERE, THE PROPERTY LINE AT THE
09:47:35 ESTERO RIVER AND AT THE RAILROAD TRACKS IS BASICALLY AT THE
09:47:38 ROAD LEVEL.
09:47:40 IT'S RELATIVELY EASY TO DO A NICE LOOKING FENCE THAT YOU'RE
09:47:43 GOING TO SEE FROM THE ROAD.
09:47:44 BUT ONCE YOU GET TO THE INTERSECTION OF CORKSCREW AND U.S.
09:47:47 41, THERE'S LIKE AN EIGHT OR NINE FOOT DIFFERENCE.
09:47:50 IF WE WERE TO PUT A FENCE AT GROUND LEVEL, YOU WOULD
09:47:53 ACTUALLY BE LOOKING OVER THE TOP OF IT.
09:47:55 SO THE THOUGHT THAT WE HAVE IS THAT MAYBE WE DO THAT
09:47:59 SOMETHING THAT IS MORE OF A DESIGN-BUILD TYPE OF A PROJECT
09:48:02 WHERE YOU HAVE THE CONTRACTOR AND THE ACTUAL ENGINEER
09:48:06 WORKING TOGETHER TO WORK THROUGH ALL THOSE ISSUES AND
09:48:08 CONCERNS AND THEN COMING BACK TO THE VILLAGE WITH A SOLUTION

09:48:11 OF THAT RATHER THAN HAVING US TRY TO MANAGE THAT BECAUSE IT
09:48:15 IS A LOT OF TIME AND A LOT OF EFFORT AND IT MAY WORK MORE
09:48:19 SMOOTHLY TO JUST HAVE THE CONTRACTOR TAKE THAT ON SINCE THEY
09:48:21 ARE THE ONES BUILDING IT.
09:48:23 >>Vice-Mayor Ribble: AND THAT WILL BE THE LAST ELEMENT THAT
09:48:25 PERTAINS TO THE PARK?
09:48:27 >>David Willems: I'M NOT SURE FOR MAYBE A PHASE ONE, BUT I
09:48:32 THINK THERE'S BEEN A VISION AT SOME POINT TO DO A PHASE TWO
09:48:36 WITH THE PATH.

09:48:36 >>Vice-Mayor Ribble: YOU MEAN THE SECOND HALF OF THE
09:48:39 PROPERTY.
09:48:39 >>David Willems: CORRECT.
09:48:40 >>Vice-Mayor Ribble: I MEANT AS FAR AS I WOULD ASSUME WE'D
09:48:43 DO THE WALL BEFORE WE DO THE SECOND HALF MAYBE.
09:48:47 >>David Willems: IT WOULD BE FINE EITHER WAY.
09:48:49 THERE ARE PLANS.
09:48:51 LIKELY BE AT LEAST ONE GATE ON U.S. 41 AND TWO TO THREE
09:48:56 GATES ON CORKSCREW ROAD TO PROVIDE ACCESS.
09:48:58 ONCE CONSTRUCTION IS DONE, THOSE GATES WILL MOSTLY BE
09:49:01 CLOSED, BUT THERE IS NEED TO ACCESS THAT FOR MAINTENANCE AND
09:49:05 DIFFERENT THINGS SO THERE WOULD STILL BE ACCESS.
09:49:08 >>Vice-Mayor Ribble: THANK YOU.
09:49:09 >>George Zalucki: THANK YOU, MAYOR AND DAVID.
09:49:11 YEAH, I SUPPORT THIS RESOLUTION TO HAVE THIS OVERSIGHT.
09:49:15 I THINK IT TAKES A LOT OF THE BURDEN OFF THE VILLAGE AND
09:49:18 PUTS IT IN PROFESSIONAL HANDS SO THAT WE GET A RESULT THAT
09:49:21 WE'VE ALL BEEN WAITING ON FOR A COUPLE OF YEARS, WHICH LEADS
09:49:24 ME INTO MY NEXT QUESTION.
09:49:26 I KNOW WE HAVE STARTED SOME PLANNING AT LEAST IN PHASE ONE
09:49:29 OVER THERE.
09:49:30 WE KNOW THAT THERE HAS BEEN SOME REMEDIATION OF THE INVASIVE
09:49:35 PLANTINGS.
09:49:35 WE HAD THE HURRICANE.
09:49:36 WE HAD THE EAGLES.

09:49:38 DAVID, JUST BRIEFLY -- I DON'T NEED YOU TO GO INTO A LOT OF
09:49:42 DETAIL -- BUT WHERE DO WE STAND TODAY WITH THE PLANS THAT
09:49:44 WERE ALREADY SUBMITTED ON THE TABLE AND HOW IS THAT GOING TO
09:49:48 INTERFACE WITH THIS ENGINEERING FIRM?
09:49:50 AND WHAT CAN WE EXPECT AS A RESULT AND WHEN?
09:49:53 >>David Willems: THAT IS A GREAT QUESTION.
09:49:55 THE PLANS ARE BASICALLY DONE.
09:49:57 WE'RE GETTING ALL THE PLANS, FINAL PLANS TOGETHER.
09:50:01 PERMITS HAVE BEEN OBTAINED.
09:50:03 WE'RE IN THE FINAL WORKING WITH LEE COUNTY UTILITIES TO GET
09:50:06 THEIR APPROVAL FOR THE UTILITIES FOR THE RESTROOM FACILITY.
09:50:09 AND WE'RE GETTING THE BID PACKAGE TOGETHER.

09:50:13 HERE IN THE NEXT WEEK OR TWO WE'LL BE BIDDING THE PROJECT
09:50:16 FOR CONSTRUCTION.
09:50:17 >>George Zalucki: EXCELLENT.
09:50:18 THANK YOU VERY MUCH.
09:50:19 >>David Willems: THAT'S WHY IT'S IMPORTANT TO GET THIS IN
09:50:22 PLACE RIGHT NOW.
09:50:23 >>Mayor McLain: COUNCILMAN FIESEL.
09:50:24 >>Larry Fiesel: THE EAGLE WHO GRACED US WITH THEIR PRESENCE
09:50:29 UNEXPECTEDLY, WE HAVE TO WORK AROUND THAT.
09:50:32 ONCE THE PARK IS BASICALLY DONE OR AT LEAST THE FIRST PHASE
09:50:36 IS DONE, DO WE HAVE THE ABILITY OR DO WE HAVE TO HAVE THE
09:50:40 REQUIREMENT OF FENCING OFF THAT SECTION OF THE PARK SO THE
09:50:43 PEOPLE VISITING THE PARK AREN'T ALLOWED TO GET INTO THAT

09:50:47 AREA?
09:50:48 WE HAVE THE PERIMETER THAT WE CAN'T GET INTO.
09:50:50 >>David Willems: WHAT I THINK WE'LL DO IS IT WILL BE A GATE
09:50:53 ON THE PATH TO WARN PEOPLE NOT TO GO PAST A CERTAIN POINT.
09:50:57 I DON'T KNOW THAT WE'LL FENCE ALL AROUND IT, BUT LET PEOPLE
09:51:00 KNOW IT'S AGAINST FEDERAL LAW OR STATE LAW TO GO PAST THIS
09:51:03 POINT DURING THIS TIME OF THE YEAR.
09:51:05 I JUST RECEIVED PICTURES TODAY BECAUSE THERE WAS SOME
09:51:10 QUESTION.
09:51:10 OUR ECOLOGIST HAD GOTTEN INFORMATION FROM PEOPLE THAT THEY
09:51:13 WERE ACTUALLY QUESTIONING WHETHER OUR NEST WAS STILL THERE
09:51:16 OR NOT.
09:51:17 SHE ACTUALLY JUST WENT OUT THERE THIS MORNING.
09:51:20 I WOULD SHOW YOU THE PICTURES, BUT THEY ARE A LITTLE GRAINY
09:51:23 AT THIS POINT.
09:51:24 SHE WILL SEND ME BETTER PICTURES LATER TODAY.
09:51:26 SHE HAS PICTURES OF THE EAGLE AND THE EAGLE FEEDING AT LEAST
09:51:30 ONE OF THEIR YOUNG.
09:51:32 SHE HASN'T SEEN THE YOUNG, BUT THE EAGLE IS FEEDING
09:51:35 SOMETHING THAT'S IN THE NEST.
09:51:37 WE JUST SAW THAT TODAY.
09:51:40 WE'LL GET THOSE PICTURES AND SEND IT OUT TO COUNCIL SO YOU
09:51:43 CAN SEE.
09:51:43 THEY ARE PRETTY COOL.
09:51:46 >>Mayor McLain: ANY OTHER QUESTIONS?

09:51:47 I'VE GOT ONE.
09:51:51 I DID TALK TO DAVID BUT I THINK IT IS WORTHWHILE FOR COUNCIL
09:51:53 TO AT LEAST UNDERSTAND WHERE MY THOUGHTS ARE.
09:51:56 I KIND OF FELT LIKE THIS WAS PUTTING THE CART BEFORE THE
09:51:59 HORSE BECAUSE WE DON'T HAVE ANY CONTRACTORS YET THAT WILL
09:52:04 ACTUALLY DO THE WORK.
09:52:06 SO THAT BRINGS UP TWO CONCERNS.
09:52:08 WHAT ARE THEY GOING TO DO WHEN WE SIGN THIS CONTRACT BETWEEN

09:52:10 NOW AND THEN?
09:52:12 DAVID HAS INDICATED THEY WILL HELP US SELECT THE CONTRACTOR.
09:52:16 HOPEFULLY WE WILL GET SOMEBODY TO BID ON IT.
09:52:18 MY OTHER CONCERN IS THAT WITH ESCALATING COSTS THAT WE'VE
09:52:23 SEEN AND OUR ENTIRE IMPROVEMENT PROJECT, AS WE GO FORWARD IN
09:52:28 THESE THINGS, I THINK IT IS A GOOD IDEA TO HAVE THESE FIRMS
09:52:31 TO EXPEDITE ANY NEW PROJECTS THAT WE'VE GOT AS OPPOSED TO
09:52:37 NOT -- SOMETIMES THEY GET INITIATED AND NOTHING IS DONE IN A
09:52:44 QUICK MANNER.
09:52:45 SO I THINK IT MAKES SOME SENSE.
09:52:49 THE OTHER PART IS THE COST.
09:52:51 IF THESE NEW BIDS COME IN BEFORE THE ACTUAL CONSTRUCTION, I
09:52:55 WOULDN'T THINK THAT THE ESTERO ON THE RIVER PHASE 1 IS GOING
09:52:58 TO BE A SIGNIFICANT COST.
09:52:59 BUT WE MAY GET SURPRISED.
09:53:01 I THINK AT THAT POINT WE NEED TO UNDERSTAND AS A COUNCIL AND
09:53:05 OBVIOUSLY WE'LL VOTE ON IT AS TO WHAT'S GOING ON.

09:53:08 SO THESE CONTRACTS THAT WE'RE LOOKING AT, IF NOTHING
09:53:12 HAPPENS, IF WE ELECT AS COUNCIL TO SAY WE'RE NOT GOING TO DO
09:53:17 THIS PROJECT.
09:53:18 WE CAN SPEND THIS MONEY ELSEWHERE, WE'LL MAKE THAT DECISION,
09:53:22 THEN THE COST OF THESE PROJECTS WOULD BE WHATEVER THEY'VE
09:53:26 DONE UP TO THAT POINT ON AN HOURLY BASIS AND WHAT WE DO AND
09:53:31 IF WE ELECT TO CANCEL IT, THEN NO MORE FUNDS ARE IN THERE.
09:53:35 SO I THINK I WOULD ALSO APPROVE THIS BASED ON WE'RE NOT
09:53:40 MAKING $150,000 COMMITMENT.
09:53:43 BUT WE'RE MAKING A COMMITMENT TO DO UP-FRONT SERVICES AND
09:53:47 WHATEVER THOSE ARE TO GET US PREPARED FOR CONSTRUCTION, I
09:53:50 THINK IT'S WORTHWHILE.
09:53:51 HAVE I PHRASED THAT OKAY?
09:53:54 >>David Willems: BY DOING THIS CONTRACT, WE'RE NOT SIGNING
09:53:56 UP FOR A SPECIFIC AMOUNT OF MONEY THAT WE WOULD BE BILLED
09:54:00 FROM THIS CONSULTANT.
09:54:00 THEY WILL BILL US FOR THE WORK THEY PERFORM AND THAT'S WHY
09:54:04 IT IS SET UP THAT WAY.
09:54:05 IT'S TIME AND MATERIALS.
09:54:07 IT'S NOT LUMP SUM.
09:54:08 THEY DON'T GET A CERTAIN AMOUNT OF MONEY JUST FOR SIGNING
09:54:10 IT.
09:54:11 IT IS FOR THE HOURS THEY EXPEND ON THE PROJECT DOING THE
09:54:13 WORK THAT THE VILLAGE NEEDS IS WHAT THEY GET PAID.
09:54:16 I THINK THE MAYOR MADE A GOOD POINT I THINK GOING FORWARD,

09:54:20 THE VILLAGE, WE MAY ACTUALLY LOOK AT HIRING THESE FIRMS EVEN
09:54:24 EARLIER IN THE PROCESS.
09:54:27 PART OF THE REASON BEING THAT WE'RE HAVING TROUBLE FINDING
09:54:30 FIRMS TO DO IT.

09:54:31 AND THE EARLIER WE'RE ABLE TO LOCK THEM IN TO DO THE WORK,
09:54:34 THE BETTER OFF WE'LL BE.
09:54:36 THE WORST-CASE SCENARIO IS THAT WE GET A CONTRACTOR HIRED
09:54:39 AND WE'RE READY TO GO, BUT WE DON'T HAVE SOMEBODY TO INSPECT
09:54:42 IT.
09:54:42 WE MAY ACTUALLY ON SOME OF THESE OTHER PROJECTS TRY TO GET
09:54:46 THAT EVEN FURTHER AHEAD THAN WE HAVE IN THE PAST BECAUSE OF
09:54:49 WHAT'S HAPPENING IN THE MARKET.
09:54:51 >>Mayor McLain: THANK YOU, DAVID.
09:54:52 ANY OTHER QUESTIONS?
09:54:55 >>Robert Eschenfelder: SINCE THE STAFF MADE A JOINT
09:54:58 PRESENTATION, IF YOU DESIRE, YOU CAN MAKE A MOTION TO
09:55:00 APPROVE B AND C TOGETHER.
09:55:02 >>Mayor McLain: THANK YOU.
09:55:03 MADAM CLERK, DO WE HAVE ANYONE SIGNED UP TO SPEAK?
09:55:06 >>Carol Sacco: NO, MAYOR, WE DO NOT AND NO E-COMMENTS.
09:55:09 >>Mayor McLain: WITH NO ONE SPEAKING, I'LL ENTERTAIN A
09:55:12 MOTION TO ACCEPT THIS.
09:55:13 >>Vice-Mayor Ribble: I MOVE THAT WE APPROVE BOTH 6B AND 6C
09:55:18 TOGETHER, IF NO ONE --
09:55:21 >>Mayor McLain: BOTH TOGETHER.

09:55:22 OKAY.
09:55:24 GOOD.
09:55:24 COUNCILMAN FAYHEE MADE THE SECOND.
09:55:30 MADAM CLERK, PLEASE TAKE THE ROLL.
09:55:31 >>George Zalucki: AYE.
09:55:32 >>Jim Ward: AYE.
09:55:34 >>Rafael Lopez: AYE.
09:55:36 >>Lori Fayhee: AYE.
09:55:37 >>Larry Fiesel: AYE.
09:55:39 >>Vice-Mayor Ribble: AYE.
09:55:40 >>Mayor McLain: AYE.
09:55:41 LET'S SEE, WE'LL MOVE ON TO AGENDA ITEM 6D, RESOLUTION
09:55:47 NUMBER 2024-02.
09:55:51 MADAM CLERK, WOULD YOU PLEASE READ THE RESOLUTION?
09:55:54 >>Carol Sacco: RESOLUTION NUMBER 2024-02, A RESOLUTION OF
09:55:58 THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA
09:56:00 REGARDING REIMBURSEMENT OF CERTAIN COSTS RELATING TO THE
09:56:03 ACQUISITION, CONSTRUCTION, AND EQUIPPING OF CERTAIN
09:56:07 STORMWATER UTILITY IMPROVEMENTS, PARK AND REDEVELOPMENT
09:56:11 IMPROVEMENTS, SEWER UTILITY SYSTEM IMPROVEMENTS AND/OR
09:56:14 TRANSPORTATION RELATED IMPROVEMENTS WITHIN THE VILLAGE;
09:56:17 MAKING RELATED FINDINGS; PROVIDING FOR SEVERABILITY AND FOR
09:56:21 AN EFFECTIVE DATE.
09:56:24 >>Mayor McLain: THANK YOU.
09:56:24 STEVE, WOULD YOU PLEASE INTRODUCE THIS ITEM?

09:56:26 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
09:56:28 THIS REIMBURSEMENT RESOLUTION IS NEW TO THE COUNCIL, BUT
09:56:32 IT'S A FAIRLY STANDARD ITEM IN TERMS OF PROVIDING
09:56:37 OPPORTUNITIES FOR THE VILLAGE TO FINANCE SOME OF ITS
09:56:40 UPCOMING CAPITAL IMPROVEMENT PROGRAMS.
09:56:43 WHAT THIS DOES IS BY DECLARING THIS REIMBURSEMENT
09:56:48 RESOLUTION, IT ALLOWS YOU FOR THE NEXT THREE YEARS, IF YOU
09:56:54 HAVE AN EXPENSE AND PAY CASH FOR SOMETHING, YOU CAN COME IN
09:56:58 AT A LATER DATE WITHIN THE THREE-YEAR PERIOD AND FOLD THAT,
09:57:02 IF PURCHASED, INTO A BOND ISSUE THAT WOULD BE ISSUED OUT TO
09:57:08 THE PUBLIC.
09:57:11 WHAT WE ARE LOOKING AT IS A SIGNIFICANT NUMBER OF CAPITAL
09:57:15 IMPROVEMENT PROGRAMS.
09:57:16 YOU'RE AWARE OF THEM ALL, WHETHER IT'S LAND PURCHASE, WHICH
09:57:20 IS ON THIS AGENDA, OR THE UTILITY EXTENSION PROJECTS, THE
09:57:26 SEPTIC TO SEWER PROJECTS THAT ARE THE BIGGEST COMPONENT OF
09:57:29 OUR CAPITAL IMPROVEMENT PROGRAM AND THEN A VARIETY OF OTHER
09:57:34 ROAD AND PARK IMPROVEMENTS TOTALING IN THE NEIGHBORHOOD OF A
09:57:42 HUNDRED MILLION DOLLARS.
09:57:42 YOU HAVE CASH ON HAND OF A SIGNIFICANT AMOUNT.
09:57:48 ALMOST $65 MILLION.
09:57:50 THAT WOULD BE USED LIKELY UP FRONT FOR MOST OF OUR CAPITAL
09:57:56 IMPROVEMENT PROGRAM, BUT THIS GIVES YOU THE FLEXIBILITY TO
09:58:00 DO A BOND ISSUE IF YOU SO CHOOSE AT A LATER DATE.
09:58:05 WE'VE ENGAGED -- WHEN WE PURCHASED THE PROPERTY AT CORKSCREW

09:58:08 AND U.S. 41, THAT WAS 62.5 ACRES BACK IN 2016 OR 17, THAT
09:58:18 WAS FOR $24.5 MILLION.
09:58:21 AT THE TIME, WE DID THAT PURCHASE THROUGH A LOAN FROM THE
09:58:26 BANK THAT HAD A 20-YEAR TERM.
09:58:29 WE PAID THAT OFF IN FOUR YEARS.
09:58:32 AND WE CONSIDERED A BOND, A MUNICIPAL BOND AT THAT TIME, BUT
09:58:40 CHOSE NOT TO DO THAT BECAUSE WE WERE IN A STRONG FINANCIAL
09:58:44 POSITION.
09:58:44 WE'RE IN AN EVEN BETTER FINANCIAL POSITION NOW.
09:58:48 IT'S JUST THAT WE HAVE A BACKLOG OF THESE HUGE PROJECTS THAT
09:58:51 ARE GOING TO TAKE A LOT OF CASH.
09:58:54 WE'VE ENGAGED THE SAME BOND COUNSEL AND FINANCIAL ADVISOR
09:59:02 THAT WE DID WHEN WE WERE DOING THE ORIGINAL LAND PURCHASE AT
09:59:07 CORKSCREW AND 41, AND THEY'VE PROVIDED A MEMO TO THE VILLAGE
09:59:14 COUNCIL THAT GIVES YOU SOME BACKGROUND.
09:59:17 THAT IS THE LAST ITEM IN YOUR PACKET.
09:59:22 AND THEY HAVE BEEN IN REVIEW OF OUR CAPITAL IMPROVEMENT
09:59:25 PROGRAM AND IT LOOKED AT OUR FINANCES.
09:59:29 THEY MADE THE COMMENT HERE, JUST READ THIS BRIEFLY FOR THE
09:59:33 RECORD, BUT THE REIMBURSEMENT RESOLUTION UNDER CONSIDERATION
09:59:37 COVERS ALL OF THE TYPES OF IMPROVEMENTS IN THE C.I.P. AND
09:59:41 WOULD ALLOW THE VILLAGE TO ISSUE UP TO $80 MILLION IN DEBT

09:59:45 TO FUND THE CAPITAL PROJECTS EVEN IF THE VILLAGE HAD
09:59:48 PREVIOUSLY FUNDED ANY OF THE PROJECTS WITH CASH.
09:59:52 UNDER THE CURRENT TAX LAW, THE VILLAGE WOULD HAVE UP TO

09:59:55 THREE YEARS FROM WHEN FUNDS ARE SPENT TO ISSUE DEBT TO
09:59:59 REIMBURSE ITSELF.
10:00:01 SO THAT'S BASICALLY THE GIST OF IT.
10:00:06 NOW, TO BE CLEAR, WE DO NOT INTEND TO COME BACK TO YOU AND
10:00:11 ISSUE $80 MILLION IN DEBT.
10:00:13 YOU COULD DO THAT AND NOT JEOPARDIZE THE FINANCES OF THE
10:00:20 VILLAGE, BUT THAT'S A CLEAR INDICATION OF THE STRENGTH OF
10:00:24 YOUR BALANCE SHEET.
10:00:25 IF WE WERE TO DO ANY TYPE OF DEBT FINANCING, THAT WILL COME
10:00:31 AT A LATER DATE WITH CONSIDERABLE PUBLIC REVIEW, AND THIS
10:00:37 JUST PROVIDES THE OPPORTUNITY INTO THE FUTURE.
10:00:39 SO WE BRING THIS TO YOU WITH A RECOMMENDATION FOR APPROVAL,
10:00:43 AND IF YOU HAVE ANY QUESTIONS, WE'RE HAPPY TO RESPOND.
10:00:49 >>Mayor McLain: THANK YOU.
10:00:49 DOES COUNCIL HAVE ANY QUESTIONS?
10:00:51 VICE-MAYOR, ASKING QUESTIONS TODAY.
10:00:56 >>Vice-Mayor Ribble: YEAH, I JUST WANT TO UNDERSTAND THE
10:00:58 RELATIONSHIP BETWEEN PRAG AND NABORS, GIBLIN & NICKERSON.
10:01:02 PRAG IS GOING TO BE OUR FINANCIAL ADVISOR ONGOING FOR ALL
10:01:06 PROJECTS, EVEN FUTURE.
10:01:09 NABORS, GIBLIN & NICKERSON IS GOING TO ACT AS OUR AGENT TO
10:01:15 GET THE REIMBURSEMENT RESOLUTION.
10:01:19 >>Steven Sarkozy: AND ALSO THEY WOULD BE OUR BOND COUNSEL IF
10:01:22 YOU DO DECIDE TO ISSUE MUNICIPAL DEBT.
10:01:26 >>Vice-Mayor Ribble: SO THAT'S A ONE-TIME THING WHERE PRAG

10:01:29 IS ONGOING?
10:01:30 THAT'S WHAT I'M TRYING TO UNDERSTAND.
10:01:31 >>Steven Sarkozy: PRETTY MUCH, YES.
10:01:33 WE'VE ENGAGED PRAG, AND PRAG IS THE ACRONYM FOR THE PUBLIC
10:01:40 RESOURCES ADVISORY GROUP BASED UP IN ST. PETERSBURG.
10:01:44 THEY DO A LOT OF FINANCIAL OVERVIEWS AND PROVIDE ADVICE TO
10:01:50 THE CITIES AS YOU MOVE FORWARD, AND WE THINK THAT WE'RE ABLE
10:01:54 TO GIVE YOU VERY GOOD ADVICE OURSELVES.
10:01:57 BUT AS WE'RE LOOKING AT THIS, WE JUST THOUGHT IT WOULD BE
10:02:01 HELPFUL AND MAYBE A LEVEL OF COMFORT TO THE COUNCIL TO BRING
10:02:04 IN AN OUTSIDE FINANCIAL PERSON WHO LOOKS AT COMMUNITIES ALL
10:02:08 ACROSS THE STATE JUST TO GIVE YOU A LEVEL OF COMFORT AS WE
10:02:11 MOVE FORWARD.
10:02:12 >>Vice-Mayor Ribble: THANK YOU.
10:02:14 >>Mayor McLain: ANY OTHER QUESTIONS?
10:02:16 >>George Zalucki: MAYOR, THANK YOU.
10:02:17 JUST ONE QUICK QUESTION, I NOTICED THE FINANCIAL IMPACT IS
10:02:21 NOTHING AT THIS TIME, BUT I'M JUST CURIOUS, IS THERE A COST

10:02:25 FOR THE BOND COUNSEL TO ADVISE US AT ANY TIME DURING THE
10:02:30 PROCESS?
10:02:31 >>Steven Sarkozy: YES, THERE IS AN HOURLY RATE.
10:02:33 AT THIS POINT, THERE'S VERY LITTLE EXPENSE INCURRED AT THIS
10:02:36 TIME.
10:02:38 >>Robert Eschenfelder: AND IF WE DO ISSUE, IF COUNCIL DOES
10:02:42 DECIDE TO ISSUE A BOND, THE BOND COUNSEL IS TYPICALLY PAID

10:02:46 OUT OF THE PROCEEDS OF THE BOND, SO IT'S NOT AS THOUGH --
10:02:50 THAT IS JUST THE STANDARD THING.
10:02:51 I'VE BEEN THROUGH THESE BEFORE.
10:02:54 EVERYBODY USES NABORS GIBLIN.
10:02:56 THIS IS THEIR WHEELHOUSE, MUNICIPAL BONDS, AND MAKING SURE
10:02:59 WE'RE IN COMPLIANCE WITH ALL THE TAX RULES THAT SURROUND
10:03:02 THAT.
10:03:02 BUT TYPICALLY WHEN YOU CLOSE ON THE BOND, THE COST TO BOND
10:03:09 COUNSEL GETS PAID RIGHT THEN AND THERE.
10:03:12 >>George Zalucki: THANK YOU.
10:03:12 IS IT SAFE TO SAY THEY ARE COMMISSIONED THEN FROM THE
10:03:15 CLOSING OF THE BOND, THE ISSUANCE OF THE BOND?
10:03:18 >>Robert Eschenfelder: WELL, NO.
10:03:19 IT'S NOT A COMMISSION.
10:03:20 THEY EARN THEIR HOURLY RATE, BUT THE HOURLY FEES, WHATEVER
10:03:23 THEY ARE WHEN THEY WRAP IT UP, THAT GETS PAID OUT.
10:03:26 >>George Zalucki: THANK YOU.
10:03:27 THANK YOU.
10:03:29 >>Mayor McLain: ANY OTHER QUESTIONS?
10:03:31 I'VE GOT A QUESTION, STEVE, OR ROB.
10:03:34 I'M NOT THAT FAMILIAR WITH THE BOND PROCESS.
10:03:39 DO WE HAVE TO HAVE PUBLIC APPROVAL FOR THAT?
10:03:42 IS THERE A TIME LIMIT THAT WE HAVE TO GO TO VOTE FOR THAT?
10:03:46 OR DO WE APPROVE IT AS COUNCIL?
10:03:48 >>Steven Sarkozy: THE VILLAGE COUNCIL CAN APPROVE A

10:03:50 MUNICIPAL DEBT, AND THERE IS A PROCESS THAT WE WOULD GO
10:03:55 THROUGH WITH PUBLIC HEARINGS AND SO FORTH.
10:03:57 MAKE SURE THAT THERE'S AMPLE PUBLIC INVOLVEMENT.
10:04:02 >>Mayor McLain: AND THEN IS IT NORMAL TO HAVE MULTIPLE
10:04:07 BONDS?
10:04:08 SO LET'S SAY WE HAVE MULTIPLE PROJECTS OUT HERE.
10:04:11 WE MAY DO $25 MILLION BOND, DOES IT MAKE SENSE THEN TO COME
10:04:17 BACK AT APPROPRIATE TIME, WE NEED ADDITIONAL FUNDING?
10:04:21 CAN YOU DOUBLE UP ON THEM?
10:04:24 >>Steven Sarkozy: WE CAN DOUBLE UP AND THE PREFERENCE WOULD
10:04:25 BE TO PACKAGE A NUMBER OF PROJECTS INTO A SINGLE BOND,
10:04:30 PARTICULARLY IF THEY ARE IN A LIKE CATEGORY LIKE YOUR SEPTIC
10:04:34 TO SEWER PROJECTS PROBABLY ARE BEST TO GO IN A PACKAGE.
10:04:38 IT JUST MAKES IT CLEANER AND LESS COSTLY.

10:04:42 THERE IS A COST OF ISSUANCE THAT CAN BE SUBSTANTIAL.
10:04:46 >>Mayor McLain: I THINK WHEN THE PUBLIC SEES $80 MILLION,
10:04:50 IT'S A LITTLE FLAG OUT THERE.
10:04:53 SO, OBVIOUSLY, THE PUBLIC HEARING AND THAT PRIOR TO ANY
10:04:57 ISSUANCE OF THAT I THINK IS EXTREMELY IMPORTANT.
10:04:59 >>Steven Sarkozy: THIS DOESN'T MEAN WE'LL COME BACK AT $80
10:05:01 MILLION AT ALL.
10:05:02 >>Mayor McLain: OKAY.
10:05:03 WANT TO MAKE SURE --
10:05:04 >>Steven Sarkozy: IT TELLS YOU THAT --
10:05:06 >>Mayor McLain: WE HAVE THE RIGHT TO GET $80 MILLION.

10:05:10 >>Steven Sarkozy: THE FINANCIAL ADVISORS BELIEVE THAT YOU
10:05:15 COULD GO UP TO $80 MILLION, AND IT WOULD STILL BE A PRUDENT
10:05:20 FINANCIAL DECISION.
10:05:22 >>Mayor McLain: PRIOR TO ANY OF THAT, WE WILL HAVE PUBLIC
10:05:25 HEARINGS, WHERE THE MONEY IS GOING, WHY IT'S BEING APPLIED
10:05:28 AND THE LIKE.
10:05:29 I'VE HAD SOME COMMENTS ABOUT THIS IS A BLANK CHECK FOR 80
10:05:34 MILLION.
10:05:34 IT'S NOT QUITE THAT EASY.
10:05:36 >>Steven Sarkozy: NO, NO.
10:05:37 THE STAFF AND THE COUNCIL HAVE PROVEN TO THE COMMUNITY AND
10:05:43 THE INVESTMENT COMMUNITY THAT WE ARE TRYING TO AVOID DEBT BY
10:05:50 THE EXAMPLE OF $24.5 MILLION OF DEBT, AND WE PAID IT OFF IN
10:05:55 FOUR YEARS.
10:05:57 >>Mayor McLain: GOOD.
10:05:58 THANK YOU.
10:05:58 NO OTHER QUESTIONS, MADAM CLERK, DO WE HAVE ANYONE SIGNED UP
10:06:02 TO SPEAK ON THIS MATTER?
10:06:04 >>Carol Sacco: NO, MAYOR, WE HAVE NO PUBLIC COMMENT AND NO
10:06:06 E-COMMENTS.
10:06:09 >>Mayor McLain: WE HAVE NO E-COMMENTS ON THIS ONE.
10:06:12 >>Carol Sacco: NO.
10:06:12 >>Mayor McLain: ALL RIGHT.
10:06:13 I WILL NOW ENTERTAIN A MOTION REGARDING THIS ITEM.
10:06:17 COUNCILMAN LOPEZ MADE THE MOTION, SECONDED BY COUNCILMEMBER

10:06:22 FIESEL.
10:06:23 MADAM CLERK, PLEASE CALL THE ROLL.
10:06:26 >>George Zalucki: AYE.
10:06:27 >>Jim Ward: AYE.
10:06:29 >>Rafael Lopez: AYE.
10:06:31 >>Lori Fayhee: AYE.
10:06:32 >>Larry Fiesel: AYE.
10:06:34 >>Vice-Mayor Ribble: AYE.
10:06:35 >>Mayor McLain: AYE.
10:06:36 THE NEXT ITEM ON THE AGENDA IS ITEM 6E, APPROVAL OF

10:06:42 AGREEMENT BETWEEN THE VILLAGE AND THE SCHOOL BOARD OF LEE
10:06:44 COUNTY FOR THE ACQUISITION OF A PARCEL OF LAND ALONG THREE
10:06:48 OAKS PARKWAY IN ESTERO.
10:06:51 STEVE, WOULD YOU PLEASE INTRODUCE THIS?
10:06:53 >>Steven Sarkozy: THANK YOU, MAYOR, AND MEMBERS OF COUNCIL.
10:06:55 THIS IS A PROJECT THAT'S LONG BEEN UNDERWAY SINCE HURRICANE
10:07:02 IRMA.
10:07:03 AS MANY OF YOU WILL RECALL, DURING HURRICANE IRMA, WE HAD A
10:07:09 DIFFERENT SCENARIO THAN WE HAD ON HURRICANE IAN.
10:07:15 HURRICANE IRMA IMPACTED OUR COMMUNITY DUE TO THE SHEET FLOW
10:07:19 OF WATER THAT CAME FROM UPSTREAM AND AFFECTED A NUMBER OF
10:07:25 OUR COMMUNITIES IN A PARTICULAR HARSH WAY.
10:07:29 THE COMMUNITIES THAT WERE AFFECTED IN IRMA WERE DIFFERENT
10:07:31 THAN THE COMMUNITIES AFFECTED IN IAN.
10:07:33 SO WE HAD PARTICULAR FLOODING IN THE AREA OF COPPER OAKS,

10:07:37 THE VILLAGIO, COUNTRY CREEK AND THE ROOKERY.
10:07:41 THAT FLOODING EXTENDED ELSEWHERE, BUT WE ACTUALLY HAD ROAD
10:07:46 CLOSURES OF THREE OAKS PARKWAY.
10:07:49 FOR A CONSIDERABLE PERIOD OF TIME.
10:07:53 THE RESULT OF THAT WAS THAT FEMA TOOK NOTE OF THE FLOODING
10:07:57 AREAS AND REVISED THEIR FLOOD MAPS THAT CAUSED THEN A COUPLE
10:08:05 YEARS AFTER, OR A YEAR AND A HALF AFTER IRMA HUGE INCREASES
10:08:10 IN FLOOD INSURANCE FOR THOSE COMMUNITIES I JUST MENTIONED.
10:08:14 AND THAT HAS BEEN HUGELY IMPACTFUL TO THE COMMUNITIES AND
10:08:20 ALL OF THE RESIDENTS IN THOSE COMMUNITIES.
10:08:24 SO UTILIZING OUR STORMWATER MASTER PLAN, WE DID A NUMBER OF
10:08:30 DIFFERENT ANALYSES TO FIGURE OUT WHAT WE COULD DO TO
10:08:34 MITIGATE THAT KIND OF IMPACT.
10:08:37 AND WE STARTED OUT WITH DOING A PROJECT THAT WE CALLED THE
10:08:43 SOUTH BRANCH BYPASS, WHICH WAS DIGGING OUT A BYPASS -- I'M
10:08:50 SORRY, THE NORTH BRANCH BYPASS, DIGGING OUT A BYPASS THAT
10:08:55 CREATED AN EMERGENCY OVERFLOW THAT WOULD TAKE STORMWATER
10:08:59 FLOODING AROUND COUNTRY CREEK.
10:09:03 THAT WAS AN EXPENSIVE PROPOSITION.
10:09:06 IT WAS IMPACTFUL TO COUNTRY CREEK AND OUR RIVER OAKS PARK,
10:09:09 AND WAS NOT THOUGHT TO BE THE MOST IDEAL SITUATION.
10:09:15 AND IN THAT TIME FRAME, WE LEARNED THAT THE SCHOOL DISTRICT
10:09:21 DECIDED NOT TO PROCEED WITH THEIR K-8 SCHOOL ON THREE OAKS.
10:09:26 ABOUT A YEAR AND A HALF AGO, THE PROPERTY ON THREE OAKS WAS
10:09:30 DECLARED SURPLUS, APPROVED BY THE STATE, AND WE BEGAN

10:09:35 NEGOTIATIONS WITH THE SCHOOL DISTRICT.
10:09:37 THOSE NEGOTIATIONS WERE COMPLEX IN THE SENSE THAT THEY ALSO
10:09:44 INVOLVED THE POSSIBILITY OF US CODEVELOPING THE 52 ACRES
10:09:52 AROUND THE HIGH SCHOOL.
10:09:54 AND IN THAT PROCESS, WE STARTED OUT WITH PROPOSALS TO
10:09:58 PURCHASE THE 52 ACRES FOR $10 MILLION AND PURCHASE THE THREE

10:10:04 OAKS PROPERTY FOR $10 MILLION.
10:10:06 AND NEGOTIATIONS PROCEEDED AND WHAT HAPPENED IS THAT WE
10:10:13 ENDED UP MAKING AN OFFER, AGAIN, A NEGOTIATION, IN THE
10:10:18 NEGOTIATIONS AT $15 MILLION FOR THE THREE OAKS PROPERTY AND
10:10:22 99-YEAR LEASE ON THE 52 ACRES AROUND THE HIGH SCHOOL.
10:10:27 THEY BOTH GONE THROUGH KIND OF AS A PACKAGE.
10:10:32 WHAT WE'RE PROPOSING BACK TO THE THREE OAKS PARCEL IS
10:10:36 UTILIZING THAT PARCEL FOR STORMWATER PONDING.
10:10:42 WE HAVE SUBMITTED A GRANT TO FEMA AND THE STATE.
10:10:49 IT'S CALLED A HAZARD MITIGATION GRANT TO ACTUALLY CONSTRUCT
10:10:52 THE STORMWATER POND WHICH WOULD RETAIN AND TAKE SOME
10:10:57 DIVERTED WATER AND CREATE A STORMWATER POND THAT WOULD ALL
10:11:04 BUT ELIMINATE THE POTENTIAL OF FLOODING IN THAT ENTIRE AREA.
10:11:09 SO THE STORMWATER MITIGATION EFFORT HERE IS THE PRIME
10:11:17 OBJECTIVE.
10:11:19 IT'S BEEN ENGINEERED.
10:11:20 WE KNOW THAT IT WILL WORK.
10:11:22 AND THE GRANT WAS SUBMITTED ABOUT THREE OR FOUR MONTHS AGO
10:11:28 UNDER THE HAZARD MITIGATION GRANT CRITERIA.

10:11:31 WE'VE NOT YET HEARD ABOUT THE GRANT, BUT IT'S BEEN RANKED IN
10:11:37 KIND OF THE SECOND TIER, WHICH WE THINK WILL BE FUNDED.
10:11:42 WE'RE JUST NOT SURE OF THE TIMING OF THAT.
10:11:44 SO THIS COMES TO YOU WITH A RECOMMENDATION FOR APPROVAL.
10:11:50 IT WAS THE SUBJECT OF THE SCHOOL BOARD'S CONSIDERATION LAST
10:11:55 NIGHT.
10:11:56 IT PASSED THEIR BOARD WITH A UNANIMOUS VOTE.
10:12:04 >>Mayor McLain: THANK YOU, STEVE.
10:12:05 DOES COUNCIL HAVE ANY QUESTIONS?
10:12:10 >>Jim Ward: STEVE, WE TALKED A FEW MINUTES AGO ABOUT THE
10:12:13 PURCHASE OF ESTERO ON THE RIVER WHICH WAS 62 ACRES, WHICH WE
10:12:17 PAID ROUGHLY 24.5 MILLION, EQUATES TO ABOUT $395 PER ACRE.
10:12:22 THIS EQUATES TO ABOUT 217,000 PER ACRE.
10:12:26 ON THE FACE OF IT, IT APPEARS TO BE A GOOD DEAL RELATIVE TO
10:12:31 PRIOR PURCHASES THAT WE HAVE MADE, BE IT THE ESTERO ON THE
10:12:35 RIVER OR EVEN ON THE GOLF RANGE THAT WE PURCHASED.
10:12:39 BUT THERE IS A DIFFERENCE, I THINK, IN HOW THE LAND IS USED
10:12:43 AND HOW IT CAN BE USED.
10:12:44 I WAS WONDERING IF YOU COULD SPEAK TO THAT FOR A MINUTE IN
10:12:48 TERMS OF HOW WE EQUATE THE COST PER ACRE AND WHETHER THIS
10:12:50 IS, IN FACT, A GOOD DEAL.
10:12:52 >>Steven Sarkozy: WELL, WE THINK IT IS A GOOD DEAL, OF
10:12:55 COURSE.
10:12:55 THE PROPERTY ON THREE OAKS WAS THE SUBJECT OF AN EXTENSIVE
10:13:02 AND CONTENTIOUS REZONING PROCESS THAT THE SCHOOL DISTRICT

10:13:06 WENT THROUGH WITH US.
10:13:08 IT WAS A COUPLE YEARLONG PROCESS.

10:13:11 SOME OF YOU WERE HERE AND REMEMBER THE PAINFUL EFFORT.
10:13:16 THERE WAS A LOT OF OPPOSITION BY THE NEIGHBORS IN THAT AREA
10:13:21 TO THE SCHOOL AND PARTICULARLY TO THE TRAFFIC AND CONGESTION
10:13:25 THAT IT REPRESENTED.
10:13:26 THE SCHOOL DISTRICT REZONED THAT PROPERTY FOR SCHOOL
10:13:34 PURPOSES.
10:13:38 AND MUCH OF THE LAND WOULD HAVE HAD TO BE RETAINED AS
10:13:41 STORMWATER PONDING AND THEN FOR THE SCHOOL.
10:13:46 SO BECAUSE OF THE ZONING ON THERE, IT BECAME A REAL OBSTACLE
10:13:52 TO SELL IT FOR THE -- FOR THE SCHOOL DISTRICT TO SELL IT FOR
10:13:56 A VERY HIGH USE BECAUSE OF THE CONCERNS OF THE NEIGHBORS.
10:14:00 THIS USE REALLY ADDRESSES THE NEEDS OF THE NEIGHBORS.
10:14:08 IT REDUCES DENSITY AND TRAFFIC IN AN AREA THAT WOULD BE A
10:14:14 PROBLEM.
10:14:16 AND HENCE THE LOWER COST PER ACRE.
10:14:21 >>Jim Ward: WHAT I PARTICULARLY LIKE ABOUT PURCHASING THIS
10:14:25 PROPERTY IS IT TAKES IT OFF THE DEVELOPMENT ROLL SO WE CAN
10:14:30 PROTECT THE AREA FROM FUTURE DEVELOPMENT, WHICH A LOT OF OUR
10:14:36 RESIDENTS HAVE HAD CONCERNS ABOUT IN RECENT MONTHS AND THE
10:14:39 LAST YEAR.
10:14:40 I DO LIKE IT FROM THAT PERSPECTIVE.
10:14:42 I DO WANT TO BRING UP A POINT THAT COUNCIL HAS BEEN ADVISED
10:14:48 BY COUNCIL AT MIROMAR THAT THEY HAVE A CONCERN RELATIVE TO

10:14:52 THIS.
10:14:53 AND I DON'T KNOW IF IT'S APPROPRIATE TO ADDRESS THAT AT THIS
10:14:57 POINT IN TIME, BUT I THINK IT COULD BE APPROPRIATE.
10:15:02 >>Steven Sarkozy: THE CONCERN IS THAT WE DIVERT OTHER WATER
10:15:05 TO THIS PARCEL, AND THERE'S NO SPECIFIC PLAN AT THIS TIME,
10:15:13 BUT THERE'S ALWAYS OPPORTUNITIES TO GO TO A BIGGER POND AND
10:15:18 CREATE MORE PONDING OPPORTUNITIES.
10:15:21 ANY KIND OF CHANGE IN THE WATER FLOW WOULD BE SUBJECT TO
10:15:29 OBVIOUSLY ADDITIONAL STUDY.
10:15:31 BUT MOST IMPORTANTLY, IT WOULD BE SUBJECT TO THE REVIEW AND
10:15:35 APPROVAL OF ALL THE PERMITTING AGENCIES.
10:15:38 THERE'S NOTHING BEYOND THAT PROJECT THAT I JUST MENTIONED
10:15:43 THAT ADDRESSES THE STORMWATER AND FLOODING MITIGATION NEEDS
10:15:48 IN THAT AREA.
10:15:49 THERE'S NOTHING THAT HAS BEEN SUBMITTED OR DISCUSSED WITH
10:15:54 ANY OF THE PERMITTING AGENCIES AT THIS TIME.
10:15:55 WE DON'T HAVE ANY OTHER PROJECTS.
10:15:59 >>Jim Ward: SO ESSENTIALLY ON THE FACE OF IT, THIS PROJECT
10:16:01 MAKES SENSE JUST IN THE CONTEXT OF WHAT WE PLAN TO DO WITH
10:16:05 IT.
10:16:05 STORMWATER MITIGATION WEST OF 75.
10:16:09 >>Steven Sarkozy: CORRECT.
10:16:10 THERE ARE A NUMBER OF OTHER STORMWATER NEEDS THAT ARE
10:16:14 EMERGING IN THE AREA THAT THIS PROPERTY COULD HELP US WITH.

10:16:19 ONE IS THE EXPANSION AND WIDENING OF I-75.

10:16:24 NUMBER TWO IS THE DIVERSION OF ADDITIONAL FLOW FROM THE
10:16:30 EDISON PROPERTY ON THE EAST SIDE OF I-75, UNDERNEATH I-75
10:16:38 THAT THEN FLOWS NORTH INTO THE NORTH BRANCH OF THE RIVER IN
10:16:43 PART.
10:16:44 AND THEN ANY OTHER TYPE OF DEVELOPMENT WHERE WE DO NEED
10:16:49 OFF-SITE STORMWATER PONDING.
10:16:51 ANOTHER THOUGHT THAT COMES TO MIND IS THAT WE'RE DEALING
10:16:56 WITH SOME WETLAND ISSUES OVER AT ATLANTIC AND WILLIAMS ROAD.
10:17:07 AND ONE OPTION THAT WE HAVE IS TO MAYBE REDEFINE THAT
10:17:10 PROJECT AND TAKE SOME WETLANDS.
10:17:16 WE WOULD HAVE TO MITIGATE THAT IMPACT SOMEPLACE ELSE AND
10:17:19 MAYBE THIS IS A PLACE WE DO THAT.
10:17:21 I'M NOT SUGGESTING WE GO THERE, BUT IT'S JUST AN EXAMPLE OF
10:17:24 HOW THIS COULD SERVE TO HELP US MITIGATE OTHER ISSUES AROUND
10:17:28 THE COMMUNITY.
10:17:31 >>Jim Ward: THANK YOU.
10:17:31 >>Mayor McLain: DOES COUNCIL HAVE ANY OTHER QUESTIONS?
10:17:34 COUNCILMAN FAYHEE.
10:17:35 >>Lori Fayhee: THANK YOU FOR THOSE QUESTIONS, TOO.
10:17:37 STEVE, I'M PLEASED ABOUT US ACQUIRING THIS PROPERTY ALSO FOR
10:17:47 SAVING THE WETLANDS.
10:17:48 MY QUESTION IS WITH USING THIS FOR STORMWATER RETENTION, ARE
10:17:54 WE GOING TO BE DISTURBING SOME OF THE WETLANDS THERE OR -- I
10:18:00 DON'T UNDERSTAND ALL OF THIS.
10:18:02 >>Steven Sarkozy: I'M NOT SURE I CAN ANSWER THAT YET.

10:18:05 BECAUSE WE HAVE NOT YET FULLY DESIGNED IT AND WE KNOW THAT
10:18:11 WE HAVE TO DIG OUT TO CREATE MORE WETLANDS THERE, BUT I
10:18:16 DON'T KNOW -- I CAN'T TELL YOU RIGHT NOW WHETHER WE WOULD
10:18:19 DISTURB WHAT'S ALREADY THERE.
10:18:23 >>Lori Fayhee: OKAY.
10:18:23 WELL, WE'LL HAVE TO WAIT ON THAT THEN.
10:18:26 I APPRECIATE IT.
10:18:30 >>George Zalucki: I WANT TO SPEAK ON BEHALF IN SUPPORT OF
10:18:32 THIS RESOLUTION.
10:18:33 I THINK IT MAKES A LOT OF GOOD SENSE.
10:18:35 STEVE HAS BEEN KEEPING ALL OF US INFORMED OF THE PROGRESS
10:18:39 AND THE NEGOTIATIONS WHICH HAS BEEN ONGOING FOR QUITE SOME
10:18:42 TIME.
10:18:43 I THINK THE RESULT, I LOOK AT IT NOT NECESSARILY AS A COST,
10:18:47 BUT AN INVESTMENT, AN INVESTMENT IN OUR COMMUNITY THAT'S
10:18:51 GOING TO HELP WITH FLOOD MITIGATION.
10:18:53 I SEE IT AS THIS LAND BANK THAT WE CAN HOLD ONTO AND MAKE
10:18:56 SURE WE'RE VERY STRATEGIC IN THE WAY THAT WE DO THE
10:18:59 RETENTION PROJECT.
10:19:02 AND IF WE DON'T STEP IN THAT DIRECTION, IT'S STILL AN ASSET

10:19:06 THAT THE VILLAGE WOULD RETAIN.
10:19:09 SO I SPEAK IN FAVOR OF THIS RESOLUTION.
10:19:11 THANK YOU.
10:19:12 >>Mayor McLain: THANK YOU.
10:19:13 I JUST GOT A COUPLE OF COMMENTS.

10:19:15 I LOOK AT THIS AS A WIN-WIN.
10:19:17 IT'S A WIN FOR THE COMMUNITIES THAT SURROUND THIS FOR SURE.
10:19:22 IF THEY CAN REDUCE THEIR INSURANCE COSTS, AS WE ALL KNOW, I
10:19:26 HAVE GONE UP, EVEN IF WE'RE NOT IN A FLOODPLAIN, INSURANCE
10:19:30 RATES HAVE GONE UP.
10:19:31 SO THIS IS GOING TO BE SIGNIFICANT, I THINK.
10:19:33 I DON'T KNOW THE DOLLAR AMOUNTS, BUT EVERY DOLLAR IS REALLY
10:19:36 IMPORTANT.
10:19:36 THE OTHER WIN IS WE'VE TALKED ABOUT EXTENSIVELY IS HOW THIS
10:19:40 CONNECTS INTO THE EXISTING STORMWATER PROCESS THAT WE HAVE
10:19:43 HERE.
10:19:44 THIS IS GOING TO REALLY HELP US BE ABLE TO MONITOR THAT A
10:19:48 LITTLE BIT BETTER THAN WHAT WE CAN DO AT THIS POINT.
10:19:50 I THINK THE OTHER WIN IS FOR LEE COUNTY.
10:19:54 WE'VE HAD A VERY COOPERATIVE EXPERIENCE IN WORKING WITH,
10:19:59 NEGOTIATING WITH THE LEE COUNTY SCHOOL SYSTEM ON A PIECE OF
10:20:04 PROPERTY THAT IS BASICALLY SITTING THERE DOING NOTHING, NOT
10:20:07 HELPING ANYBODY.
10:20:09 SO I THINK IT WAS IMPORTANT FOR US TO REACH OUT, WORK WITH
10:20:13 THEM AND WE'VE WORKED WITH THEM EXTENSIVELY TO I THINK
10:20:18 CREATE THIS, I THINK, PRETTY MONUMENTAL OPPORTUNITY FOR
10:20:23 ESTERO AND I THINK IT'S A GOOD OPPORTUNITY FOR THE LEE
10:20:26 COUNTY SCHOOL SYSTEM ALSO SO THEY CAN PUT THAT CASH INTO
10:20:30 BOOKS OR INFRASTRUCTURE, WHATEVER THEY HAVE.
10:20:33 I'M OBVIOUSLY IN FULL SUPPORT OF THIS AGREEMENT.

10:20:37 IF THERE ARE NO OTHER COMMENTS -- GO AHEAD.
10:20:40 >>Lori Fayhee: I HAVE ONE MORE.
10:20:42 I'M SORRY.
10:20:42 STEVE, YOU SAID THAT THESE TWO ITEMS ARE RELATED.
10:20:54 IF WE'RE VOTING ON ONE, DOES THAT MEAN WE'RE VOTING ON BOTH
10:20:59 OF THEM AT THE SAME TIME?
10:21:01 >>Steven Sarkozy: NO.
10:21:02 NO.
10:21:03 WE'RE GOING TO BRING BACK -- THE NEXT ITEM IS THE LEASE FOR
10:21:06 THE PROPERTY AND THEN ALSO WE HAVE THE SHARED USE AGREEMENT
10:21:11 FOR THE 54 ACRES AROUND THE HIGH SCHOOL.
10:21:14 WE HAVE TALKED ABOUT THEM AS A PACKAGE WITH THE SCHOOL
10:21:17 DISTRICT, BUT BECAUSE THEY ARE SEPARATE DOCUMENTS, WE
10:21:23 RESOLVED THE PURCHASE FIRST AND AS OF YESTERDAY, THE LEASE
10:21:31 CAME THROUGH AND THE SHARED USE AGREEMENT AS A RESULT OF A
10:21:36 MEETING THAT WE HAD LATE LAST WEEK.

10:21:38 SO WE COULDN'T MAKE -- THOSE TWO ITEMS COULDN'T MAKE THE
10:21:41 SCHOOL BOARD AGENDA, WHICH WAS YESTERDAY, BUT THEY CAN MAKE
10:21:45 OURS.
10:21:46 SO THEY WENT FIRST ON THE APPROVAL OF THE SALE.
10:21:50 WE'RE GOING FIRST ON THE APPROVAL OF THE LEASE AND THE
10:21:54 SHARED USE AGREEMENT.
10:21:57 >>Lori Fayhee: THANK YOU.
10:21:58 >>Mayor McLain: NO OTHER QUESTIONS, MADAM CLERK, DO WE HAVE
10:22:01 ANYONE TO SPEAK ON THIS MATTER?

10:22:03 >>Carol Sacco: NO, WE DO NOT.
10:22:04 AND WE HAVE NO E-COMMENTS.
10:22:05 >>Mayor McLain: SO WITH NO COMMENTS, I'LL ENTERTAIN A MOTION
10:22:08 TO APPROVE THIS ITEM.
10:22:09 THE VICE-MAYOR HAS APPROVED IT AND SECONDED BY COUNCILMEMBER
10:22:14 LOPEZ.
10:22:14 MADAM CLERK, PLEASE CALL THE ROLL.
10:22:19 >>Larry Fiesel: AYE.
10:22:20 >>Lori Fayhee: AYE.
10:22:22 >>Rafael Lopez: AYE.
10:22:24 >>Jim Ward: AYE.
10:22:26 >>George Zalucki: AYE.
10:22:26 >>Vice-Mayor Ribble: AYE.
10:22:27 >>Mayor McLain: AYE.
10:22:28 NEXT ON THE AGENDA IS 6F, THE LEASE WITH THE SCHOOL.
10:22:36 STEVE, WILL YOU INTRODUCE THIS ITEM?
10:22:37 >>Steven Sarkozy: YES.
10:22:40 MAYOR AND MEMBERS OF COUNCIL, WE TALKED ABOUT THIS ITEM
10:22:43 BEFORE.
10:22:45 AGAIN, OUR PLANNING FOR STORMWATER STARTS WITH OUR
10:22:50 STORMWATER MASTER PLAN.
10:22:52 IN THIS CASE, OUR PLANNING FOR PARKS AND OPEN SPACE STARTS
10:22:56 WITH OUR PARK MASTER PLAN.
10:22:59 AND WE HAVE AS A NEW COMMUNITY, WE HAVE HUGE NEEDS FOR BOTH
10:23:06 ACTIVE AND PASSIVE RECREATIONAL USES.

10:23:09 THE PROBLEM WE HAVE AS A NEW COMMUNITY THAT'S 90% BUILT OUT,
10:23:16 WE DON'T HAVE ANY LAND.
10:23:18 SO IT'S -- IF WE HAD TO GO OUT AND BUY 54 ACRES AT THE COST
10:23:26 THAT COUNCILMEMBER WARD MENTIONED, ANYWHERE FROM 300 TO 500
10:23:32 THOUSAND DOLLARS PER ACRE THAT WOULD BE A HUGE OBSTACLE.
10:23:38 AND AS WE KNOW BY JUST OUR KNOWLEDGE OF THE COMMUNITY,
10:23:41 THERE'S SIMPLY NOT THAT MANY -- I DON'T THINK THERE ARE ANY
10:23:44 PARCELS LEFT THAT ARE THAT SIZE.
10:23:45 THE ONLY ONE THAT'S REALLY SIGNIFICANT IS ON U.S. 41 AND
10:23:49 THAT'S A HUNDRED ACRES.
10:23:52 THAT'S GOING CLOSER TO A MILLION DOLLARS AN ACRE.
10:23:55 SO THE LIKELIHOOD OF US EVER BEING ABLE TO CREATE ENOUGH

10:24:01 LAND OR BUY ENOUGH LAND FOR RECREATIONAL USES IS ALMOST
10:24:06 NONEXISTENT.
10:24:07 SO LONG AGO WE POSED THE QUESTION TO THE SCHOOL DISTRICT,
10:24:12 WHY DON'T WE COLLABORATE ON THE DEVELOPMENT OF THEIR FIELD?
10:24:18 THE SCHOOL DISTRICT'S PRIMARY FOCUS IS THE EDUCATION OF THE
10:24:21 KIDS, AND THAT'S AS IT SHOULD BE.
10:24:24 THEY DON'T HAVE THE FUNDS NOR IS IT THEIR MISSION TO DO
10:24:27 RECREATIONAL STUFF.
10:24:29 BUT IT IS OUR MISSION AS PART OF OUR ADOPTED RECREATION
10:24:35 PLAN.
10:24:35 WE STARTED DOWN THE PATH OF TRYING TO CREATE A WIN-WIN
10:24:41 SCENARIO WHERE WE WOULD TAKE ADVANTAGE -- THE VILLAGE WOULD
10:24:45 TAKE ADVANTAGE OF THE FIELDS AND THEY WOULD TAKE ADVANTAGE

10:24:50 OF WHAT THEY HAVE AND PUT THAT INTO THE MIX.
10:24:54 WE WOULD DEVELOP THE FIELDS AND MAINTAIN IT FOR EVERYONE'S
10:24:57 USE IN THE COMMUNITY.
10:25:00 THE IMPORTANT THING HERE IS THAT WE'RE NOT DOING A
10:25:03 TRANSACTION THAT -- YOU KNOW, WE'RE NOT COMPETING WITH THE
10:25:11 SCHOOL DISTRICT.
10:25:12 WE'RE REALLY TRYING TO CREATE A WIN-WIN WITH THE PUBLIC IN
10:25:19 MIND SO THAT WE CAN BRING RECREATIONAL ASSETS AND BEST
10:25:23 UTILIZE THE TAXPAYER'S INVESTMENT IN BOTH LAND AND
10:25:27 FACILITIES.
10:25:27 SO THE WHOLE IDEA HERE IS THAT WE WOULD CREATE SOCCER
10:25:33 FIELDS, FOOTBALL FIELDS, BASEBALL FIELDS, PRACTICE FIELDS,
10:25:36 WALKING TRAILS THAT ARE AVAILABLE TO THE SCHOOL DISTRICT
10:25:41 WITH THEIR PRIORITY USE DURING THE SCHOOL HOURS, AND THEN
10:25:44 AFTER SCHOOL HOURS, WEEKENDS AND SO FORTH, THEY ARE
10:25:47 AVAILABLE TO THE COMMUNITY.
10:25:48 AND IN DOING SO, WE CREATE TOP-QUALITY FIELDS, MAKE
10:25:54 EFFICIENT USE OF THE TAXPAYERS' MONEY, AND ENHANCE WHAT'S
10:26:00 AVAILABLE TO OUR OWN RESIDENTS WHO HAPPEN TO BE THE STUDENTS
10:26:05 WHO ARE GOING TO THE SCHOOLS.
10:26:06 TO THE SCHOOL'S CREDIT, THEY CAME UP -- INSTEAD OF US BUYING
10:26:13 THE PROPERTY FROM THE SCHOOL DISTRICT FOR A SUBSIDIZED OR
10:26:19 LOWER AMOUNT, THEY CAME UP WITH THE LEASE.
10:26:21 AND THAT'S WHAT IS BEFORE YOU TODAY.
10:26:23 IT'S A 99-YEAR LEASE AT $10 A YEAR.

10:26:31 OUR OBLIGATION AS THE VILLAGE IS TO BEGIN TO MAKE
10:26:34 IMPROVEMENTS ON THE SITE AND THE REQUIREMENT IS THAT WE
10:26:36 SPEND AT LEAST $10 MILLION OVER A FIVE-YEAR TERM.
10:26:41 WE WOULD HAVE EXPENSES BEYOND THAT AS WELL, BUT YOU MAY
10:26:48 RECALL FROM OUR CAPITAL IMPROVEMENT PROGRAM THAT THE
10:26:51 BUILD-OUT OF THIS ENTIRE PARK IS IN YOUR C.I.P. AT A COST OF
10:26:55 $25 MILLION.
10:26:57 SO THE IDEA OF SPENDING 10 MILLION OVER FIVE YEARS SEEMS TO

10:27:03 BE -- I DON'T WANT TO SAY EASY, 10 MILLION IS A LOT OF MONEY
10:27:09 -- BUT IT'S WELL WITHIN YOUR EXISTING BUDGET.
10:27:13 IT DOESN'T HAVE TO BE ALL SPENT AT ONCE BUT IT WOULD BE
10:27:16 PHASED IN OVER THE FIVE-YEAR TIME.
10:27:19 AFTER FIVE YEARS, WE'LL CONTINUE TO EVALUATE -- YOU WOULD
10:27:22 CONTINUE TO EVALUATE WHETHER THERE'S FURTHER NEEDS AND
10:27:26 WHETHER THEY ARE FUNDABLE.
10:27:27 WE'RE THINKING THE FIRST YEAR WE WOULD GO OUT AND IMPROVE
10:27:33 THE TENNIS COURTS.
10:27:36 THE COVERED BASKETBALL COURTS, AND MAYBE DO A PUBLIC
10:27:42 PICKLEBALL FACILITY THAT WOULD BE A TRAINING FACILITY FOR
10:27:46 THE SCHOOL.
10:27:47 WHICH IS A FEEDER PROGRAM TO OUR OTHER FACILITY WHERE WE
10:27:52 WOULD LIKE TO MAKE A LITTLE MONEY.
10:27:53 AND THEN WE WOULD UPGRADE THE FOOTBALL FIELD.
10:27:57 AGAIN, THE FOOTBALL FIELD, IF WE GO TO TURF, THAT'S PROBABLY
10:28:00 A MILLION AND A HALF TO $2 MILLION RIGHT THERE THAT WOULD

10:28:03 ALLOW US THEN TO USE FOOTBALL CONSTANTLY FOR YOUTH AS WELL
10:28:08 AS VARSITY PROGRAMS AT THE SCHOOL.
10:28:15 AS TURF, IT WOULD LOWER OUR MAINTENANCE COST AND ALSO BE A
10:28:19 QUALITY PRODUCT.
10:28:20 SO THIS CREATES A LONG-TERM PARTNERSHIP WITH THE SCHOOL
10:28:27 DISTRICT.
10:28:29 IT IS NOT A TRANSACTION WHERE WE WOULD EVALUATE, AT LEAST IN
10:28:33 MY MIND, WE WIN OR THEY WIN.
10:28:36 IT'S CONSIDERED TO BE A WIN-WIN FOR THE DISTRICT AND THE
10:28:40 VILLAGE AND PARTICULARLY OUR RESIDENTS.
10:28:43 SO WE'RE HOPING TO PROCEED WITH THE BUILD-OUT OF ONE OF THE
10:28:49 TOP QUALITY PARKS THAT IS ALSO A TOP-QUALITY FACILITY FOR
10:28:55 THE SCHOOLS.
10:28:55 THIS DOES HAVE A FINANCIAL IMPLICATION OF THE $10 MILLION
10:29:02 OVER THE NEXT FIVE YEARS.
10:29:04 WE WILL ALSO HAVE MAINTENANCE RESPONSIBILITIES FOR THE
10:29:10 ENTIRE FACILITY.
10:29:11 SO WE'LL HAVE TO RAMP UP THAT EFFORT HERE OVER THE SUMMER.
10:29:17 WE WILL THEN ALSO BE ABLE TO SCHEDULE THIS AND CREATE
10:29:23 RECREATIONAL PROGRAMS THAT WE KNOW ARE IN DEMAND FOR THE
10:29:29 COMMUNITY.
10:29:29 SO THIS COMES TO YOU AFTER MANY, MANY MONTHS OF DISCUSSION
10:29:35 WITH THE SCHOOL DISTRICT.
10:29:37 THIS IS PRETTY TYPICAL OF AGREEMENTS THAT ARE AROUND THE
10:29:42 COUNTRY.

10:29:42 IT JUST HASN'T BEEN DONE A LOT IN THIS AREA.
10:29:48 >>Mayor McLain: THANK YOU.
10:29:49 COUNCIL GOT QUESTIONS?
10:29:52 COUNCILMAN FAYHEE.

10:29:53 >>Lori Fayhee: STEVE, WHEN YOU SAY MAINTENANCE OF THE ENTIRE
10:29:58 FACILITY, WHAT DOES THAT ENCOMPASS?
10:29:59 JUST THIS PROPERTY OR --
10:30:01 >>Steven Sarkozy: JUST THE 52 ACRES.
10:30:03 NOT THE SCHOOL, NOT THE PARKING LOT.
10:30:06 JUST THE 52 ACRES.
10:30:07 >>Lori Fayhee: OKAY.
10:30:08 BECAUSE I DID READ AT ONE POINT, TOO, THAT IT DOES SAY THAT
10:30:13 WE WILL -- I DON'T KNOW IF IT WAS BUILD OR JUST MAINTAIN
10:30:17 PARKING LOTS FOR THE AREA.
10:30:21 >>Steven Sarkozy: WELL, WE'VE COME UP WITH A CONCEPT PLAN
10:30:23 THAT I THINK I'VE SHARED WITH THE COUNCIL ON THIS.
10:30:27 THE IDEA IS THAT IN YEAR ONE WE WOULD UPGRADE THE FOOTBALL
10:30:31 FIELD, TENNIS COURTS AND SO FORTH, THAT ARE IMMEDIATELY
10:30:35 ADJACENT TO THE HIGH SCHOOL.
10:30:38 AND WHILE WE'RE DOING THAT WORK YEAR RUN, WE NEED A DRIVEWAY
10:30:44 AND A PARKING LOT TO THE INTERIOR OF THE 52 ACRES TO PROVIDE
10:30:51 AFTER-SCHOOL AND DURING SCHOOL ACCESS TO OTHER PARTS OF THE
10:30:54 PARK.
10:30:56 AND THAT'S WHAT IT REALLY REFERENCES.
10:30:58 WE NEED TO GET THAT SO THAT WHEN THE SCHOOL CLOSES OR WHEN

10:31:03 FOR SECURITY THEY HAVE TO CLOSE THE GATES, WE DON'T HAVE
10:31:07 PEOPLE WANDERING FROM OUR PARK INTO THE HIGH SCHOOL.
10:31:10 >>Lori Fayhee: RIGHT.
10:31:11 AND I DID SEE, TOO -- WHAT DID YOU SAY THAT THE TURF WAS
10:31:17 GOING TO COST, THE ARTIFICIAL TURF?
10:31:20 LIKE 2 MILLION?
10:31:22 >>Steven Sarkozy: WE HAVE AN ESTIMATE OF ABOUT 1.5, AND I
10:31:25 JUST RAISE IT BECAUSE THAT'S THE WAY THINGS GO AROUND HERE.
10:31:28 >>Lori Fayhee: AND IT ALSO SAYS THAT WE NEED TO INSTALL A
10:31:33 FENCE AROUND THE ENTIRE PROPERTY.
10:31:35 >>Steven Sarkozy: WE WILL, YES.
10:31:36 >>Lori Fayhee: FROM THE BEGINNING.
10:31:40 >>Steven Sarkozy: THAT DOESN'T NEED TO BE DONE DAY ONE.
10:31:43 THERE WILL BE PROBABLY SOME FENCING FOR SECURITY ISSUES, AND
10:31:48 WE HAVEN'T WORKED THAT OUT WITH THE SCHOOL DISTRICT YET, BUT
10:31:51 THAT WOULD BE ONE OF THE COST ELEMENTS.
10:31:54 >>Lori Fayhee: OKAY.
10:31:55 I'M JUST TRYING TO FIGURE THE COSTS ON THIS AND, OF COURSE,
10:32:00 I DON'T KNOW WHAT IT COSTS TO HAVE A FENCE THAT LARGE AROUND
10:32:03 53 ACRES.
10:32:04 BUT IT SEEMS TO ME THAT WE COULD GO OVER THIS $10 MILLION
10:32:12 YEAR ONE.
10:32:15 >>Steven Sarkozy: I DON'T THINK SO.
10:32:17 >>Lori Fayhee: DON'T THINK SO.
10:32:18 >>Steven Sarkozy: NO.

10:32:21 >>Lori Fayhee: THERE'S NO MAXIMUM AMOUNT I GUESS.
10:32:23 >>Steven Sarkozy: CORRECT.
10:32:24 >>Lori Fayhee: IS WHAT MY MIND IS --
10:32:26 >>Steven Sarkozy: WE'RE THINKING OF THIS AS OUR SIGNATURE
10:32:31 PARK FOR ACTIVE RECREATION.
10:32:34 OBVIOUSLY, WE HAVE THE 30 ACRES OVER AT CORKSCREW AND 41.
10:32:39 THAT'S A PRESERVE THAT HAS A DIFFERENT FEEL TO IT.
10:32:44 THIS WOULD BE MORE ACTIVE.
10:32:45 WE WOULD TRY TO DESIGN IT SO THERE ARE TRAILS BECAUSE PEOPLE
10:32:50 LIKE TO GET OUT AND WALK AND YOU DON'T WANT TO DO LAPS IN
10:32:53 THEIR COMMUNITIES.
10:32:56 IT WOULD BE ANOTHER ALTERNATIVE FOR PEDESTRIAN ACTIVITY.
10:33:02 WE HAVE NOT LINKED IN WITH THE COUNTY YET TO SEE HOW THIS
10:33:08 WOULD LINK TO THE COUNTY PARK, BUT WE'RE HOPEFUL THIS COULD
10:33:15 BE A JEWEL FOR ESTERO FOR THE ACTIVE RECREATIONAL USES THAT
10:33:21 THIS WOULD FOCUS ON.
10:33:24 >>Lori Fayhee: THANK YOU.
10:33:25 >>Vice-Mayor Ribble: THIS ISN'T A QUESTION BUT A COMMENT.
10:33:27 I'M VERY HAPPY TO SEE THAT THIS LAND WILL BE USED FOR A
10:33:32 VILLAGE PARK.
10:33:33 WE ARE IN DESPERATE NEED FOR A VILLAGE PARK.
10:33:36 STEVE, I'M GLAD, I WAS GOING TO ASK YOU TO MENTION WHAT
10:33:39 WOULD BE SOME OF THE ACTIVITIES THAT WE WOULD SEE.
10:33:41 I'M GLAD YOU MENTIONED THEM ALL, ESPECIALLY FOR OUR YOUTH.
10:33:44 AND THE AMOUNT OF YOUTH PROGRAMS NOW THAT WE CAN HAVE IN

10:33:48 THIS AREA.
10:33:49 BUT ANOTHER THING, THE SCHOOL DISTRICT COULD HAVE EASILY
10:33:54 SOLD THIS PROPERTY FOR MULTIFAMILY USE DEVELOPMENT.
10:33:57 AGAIN, THAT'S ANOTHER SECTION NOW THAT HAS BEEN PRESERVED.
10:34:02 AND WILL HAVE IT OPEN TO THE ENTIRE VILLAGE, WHICH I AM GLAD
10:34:06 THIS HAPPENED.
10:34:07 YEAH, FOR AT LEAST 99 YEARS.
10:34:10 THANK YOU FOR WORKING SO HARD TO THIS END.
10:34:15 >>Robert Eschenfelder: IF I COULD ADDRESS THAT POINT, TOO, A
10:34:17 LITTLE BIT MORE.
10:34:18 IN THE NEGOTIATIONS, ONE OF THE THINGS THAT I -- WE ASKED
10:34:22 THE SCHOOL DISTRICT TO CONSIDER IS INSERTING A RIGHT OF
10:34:26 FIRST REFUSAL CLAUSE.
10:34:28 ORIGINALLY, THEY WERE A BIT RESISTANT TO THAT.
10:34:32 IF IT IS A PARTNERSHIP THAT WE'RE MAKING HERE, THEN IN
10:34:36 THEORY, IF THEY DO IN THE FUTURE GO TO WANT TO SELL IT, AT
10:34:40 LEAST THE VILLAGE HAS THE RIGHT OF FIRST REFUSAL TO BUY IT.
10:34:43 AS YOU TALK TO YOUR CONSTITUENTS, IT'S NOT JUST WE GET A
10:34:46 99-YEAR LEASE.
10:34:48 IT'S ALSO, OKAY, WHAT HAPPENS AT THE END OF THAT FOR THE
10:34:50 GENERATIONS THAT COME AFTER US IF THEY DO TRY TO SELL IT, WE
10:34:53 HAVE THE FIRST DIBS TO BE ABLE TO BUY IT.

10:34:59 >>Jim Ward: YOU KNOW, IT'S INTERESTING.
10:35:01 SINCE I'VE BEEN ON COUNCIL, STEVE AND I HAVE SPOKEN A NUMBER
10:35:04 OF TIMES ABOUT PROVIDING ATHLETIC FACILITIES TO OUR

10:35:08 RESIDENTS, WHICH WE CURRENTLY JUST DO NOT HAVE.
10:35:11 THIS STRIKES ME AS A WIN-WIN SITUATION FOR BOTH THE VILLAGE
10:35:15 AND FOR THE SCHOOL DISTRICT.
10:35:16 QUITE FRANKLY, IT STRIKES ME AS A HUGE WIN FOR THE SCHOOL
10:35:20 DISTRICT BECAUSE THEY GET TO RETAIN WHAT THEY HAVE
10:35:23 CURRENTLY, BUT WE'RE PICKING UP ALL THE MAINTENANCE COSTS
10:35:26 AND WE'RE PICKING UP ALL THE CAPITAL COSTS GOING FORWARD.
10:35:29 IT STRIKES ME AS A HUGE WIN.
10:35:31 I ALMOST WOULD HAVE LIKED TO HAVE SEEN SOME SORT OF A COST
10:35:35 SHARING AGREEMENT WITH THE SCHOOL DISTRICT, BUT I DO LIKE
10:35:41 THE IDEA OF PROVIDING OPPORTUNITIES FOR OUR RESIDENTS.
10:35:45 DO WE HAVE AN IDEA, STEVE, AS TO WHAT THE ANNUAL MAINTENANCE
10:35:49 COST IS GOING TO BE?
10:35:51 >>Steven Sarkozy: HONESTLY, NO.
10:35:53 THE HOPE IS THAT THE REVENUE THAT WE EXTRACT OUT OF THE
10:35:58 PICKLEBALL AND OTHER FACILITIES ON THE WEST SIDE WOULD BE
10:36:05 ENOUGH TO PROVIDE ONGOING MAINTENANCE FOR THE SITE.
10:36:09 SO THE WHOLE PACKAGE, YOU KNOW, THE VISION THAT WE HAVE OF
10:36:13 CREATING A WHOLE RECREATIONAL COMPLEX HERE, ASIDE FROM THE
10:36:20 INITIAL CAPITAL COST, THE HOPE IS THAT THIS COULD BE COST
10:36:24 COVERING.
10:36:27 NOW, AS YOU ARE AWARE, THE PICKLEBALL FACILITY AND HIGH 5 ON
10:36:36 THAT 20 ACRES WHERE THE DRIVING RANGE IS, WAS ESTIMATED,
10:36:41 TOTAL REVENUE WAS ABOUT $1.2 MILLION A YEAR.
10:36:44 AND I'M NOT LOOKING AT THAT -- I WOULD NOT RECOMMEND THE

10:36:49 COUNCIL FIX ON THAT 1.2 BECAUSE WE DON'T KNOW WHAT THAT
10:36:52 REVENUE WILL BE.
10:36:54 >>Jim Ward: WE DO HAVE TO KNOW WHAT IT IS CURRENTLY COSTING
10:36:57 THE SCHOOL DISTRICT TO MAINTAIN IT, CORRECT?
10:36:59 >>Steven Sarkozy: IT'S NOT ANYWHERE NEAR THAT.
10:37:01 BASICALLY THEY ARE DOING MOWING, AND THERE'S VERY LITTLE
10:37:09 IMPROVEMENTS THAT THEY ARE DOING.
10:37:11 AGAIN, THEY HAD A JOINT USE AGREEMENT WITH THE COUNTY AND
10:37:16 THE COUNTY JUST DROPPED THE MAINTENANCE.
10:37:20 MY THOUGHT HAS BEEN THAT AS WE ADD IN A THIRD TENANT OVER ON
10:37:28 THE 20 ACRES THAT WOULD ENHANCE OUR REVENUE GENERATING
10:37:33 POTENTIAL OVER THERE THAT WOULD THEN GO INTO THE MAINTENANCE
10:37:37 OF THIS FACILITY.
10:37:41 >>Jim Ward: IN THE AGREEMENT THAT WE HAVE WITH THE DISTRICT,
10:37:43 DOES ESTERO HAVE EXCLUSIVE RIGHTS OTHER THAN THE ESTERO
10:37:48 SCHOOL SYSTEM TO USE OF THIS LAND OR COULD THIS POTENTIALLY
10:37:52 BE USED BY RESIDENTS OF THE ENTIRE SCHOOL DISTRICT?
10:37:57 >>Steven Sarkozy: NO, WE HAVE THE EXCLUSIVE RIGHTS.

10:38:00 >>Jim Ward: OKAY.
10:38:02 >>Mayor McLain: ANY OTHER QUESTIONS?
10:38:04 >>Lori Fayhee: I DO HAVE ONE MORE, AND MAYBE THIS IS FOR
10:38:06 ROB.
10:38:07 IT SAYS UNDER INDEMNIFICATION THAT THE VILLAGE WILL SAVE
10:38:23 HARMLESS BOARD AGAINST ANY AND ALL CLAIMS, SUITS, DAMAGES.
10:38:28 WOULD THAT APPLY IF IT IS A STUDENT THAT'S INJURED THAT WE

10:38:32 WOULD BE RESPONSIBLE FOR THAT?
10:38:36 >>Robert Eschenfelder: THE WAY THE LANGUAGE IS WRITTEN, AND
10:38:38 IT'S FAIRLY STANDARD WITH CONTRACTING ENTITIES, IS THAT
10:38:41 WE'RE INDEMNIFYING THEM IF WE ACT IN A NEGLIGENT MANNER OR
10:38:47 WHATNOT, IF THEY GET A CLAIM THAT'S NOT RELATED TO THE
10:38:52 SCHOOL'S OPERATION, BUT THEN THEY INDEMNIFY US IF WE GET A
10:38:58 CLAIM THAT IS RELATED TO THE SCHOOL'S OPERATIONS.
10:39:00 SO BOTH SIDES ARE INDEMNIFYING EACH OTHER.
10:39:03 WE'RE NOT RESPONSIBLE IF IT'S A SCHOOL FUNCTION.
10:39:06 BUT IF, FOR INSTANCE, A STUDENT OF ESTERO HIGH AT 8:00 AT
10:39:11 NIGHT CHOOSES TO COME AND PLAY ON OUR FIELDS, THEY HAVE
10:39:14 NOTHING TO DO WITH SCHOOL DISTRICT OPERATION, THEN THEY FILE
10:39:18 A CLAIM, THAT'S OUR PARK, SO WE'RE GOING TO HAVE TO PICK UP
10:39:21 IF, IN FACT, WE WERE NEGLIGENT, WE WILL HAVE TO COVER THAT
10:39:25 NEGLIGENCE.
10:39:26 IT'S NOT FAIR TO ASK THE SCHOOL DISTRICT TO COVER THAT
10:39:29 BECAUSE IT HAD NOTHING TO DO WITH THE OPERATION OF ESTERO
10:39:32 HIGH SCHOOL.
10:39:33 CONVERSELY, IF THERE IS A HIGH SCHOOL PROGRAM GOING ON,
10:39:37 INTERSCHOLASTIC FOOTBALL GAME OR WHATEVER AND SOMEONE GETS
10:39:41 INJURED, THAT IS A SCHOOL PROGRAM.
10:39:43 IF FOR SOME REASON THEY SUE ESTERO, THE DISTRICT WILL
10:39:47 INDEMNIFY US FOR THAT.
10:39:48 DOES THAT MAKE IT CLEAR?
10:39:50 >>Lori Fayhee: PERFECT.

10:39:51 THANK YOU.
10:39:55 >>George Zalucki: THANK YOU, MR. MAYOR.
10:39:56 I AGAIN SPEAK IN FAVOR OF THIS RESOLUTION.
10:39:58 I THINK IT MAKES REALLY GOOD SENSE.
10:40:00 IT TIES IN VERY WELL WITH THE PREVIOUS RESOLUTION THAT WE
10:40:03 JUST APPROVED.
10:40:05 I THINK THIS IS A WIN-WIN-WIN, NOT ONLY THE VILLAGE OF
10:40:08 ESTERO AND OUR SCHOOL DISTRICT AND OUR COMMUNITY, BUT WE
10:40:13 ALSO, AS THE VICE-MAYOR HAS POINTED OUT, WE ARE TAKING A
10:40:16 PIECE OF PROPERTY THAT COULD OTHERWISE POTENTIALLY BE
10:40:19 DEVELOPED INTO RESIDENTIAL DWELLINGS AND WHATNOT.
10:40:23 WE'RE PRESERVING THIS FOR THE USE OF OUR RESIDENTS IN THE
10:40:27 SCHOOL DISTRICT.
10:40:28 I SPEAK HIGHLY IN FAVOR OF THIS RESOLUTION.

10:40:30 JUST A COUPLE OF QUICK QUESTIONS AND CLARIFICATIONS.
10:40:32 STEVE, OUR OBLIGATION TO SPEND 10 MILLION WITHIN FIVE YEARS,
10:40:36 DOES THAT INCLUDE ALL OF THE PLANNING, THE INFRASTRUCTURE,
10:40:41 AND INCLUDING THE MAINTENANCE COSTS?
10:40:44 >>Steven Sarkozy: NOT THE MAINTENANCE COSTS, BUT EVERYTHING
10:40:47 ELSE ASSOCIATED WITH THE CAPITAL INVESTMENT WE WOULD BILL TO
10:40:50 THAT OBLIGATION.
10:40:52 >>George Zalucki: VERY GOOD.
10:40:53 THANK YOU.
10:40:53 THE LAST THING IS, OBVIOUSLY, WE HAVE A LONG WAY TO GO WITH
10:40:58 PLANNING.

10:40:58 YOU TALKED ABOUT SOME OF THE FUNCTIONALITY OF THIS PARCEL,
10:41:03 WHICH I THINK IS VERY EXCITING.
10:41:05 WHEN WOULD WE EXPECT IF THIS BECOMES APPROVED WE CAN START
10:41:09 GOING INTO THE PLANNING PROCESS AND SEE ACTUAL PLANS
10:41:14 FORTHCOMING?
10:41:16 >>Steven Sarkozy: WELL, ALMOST IMMEDIATELY.
10:41:18 WE'RE THINKING THIS WAY, THAT IN THE AREAS THAT I MENTIONED,
10:41:23 THE TENNIS COURTS, THE COVERED BASKETBALL, SMALL PICKLEBALL
10:41:27 PRESENCE AND THE FOOTBALL FIELD, WE WOULD TRY TO DO THAT
10:41:31 THIS SUMMER.
10:41:32 AND THE FOOTBALL FIELD WOULD NEED TO BE DONE SO THAT IT'S
10:41:37 READY TO GO FIRST OF SEPTEMBER.
10:41:39 SO WE'VE HAD FOLKS OUT ON THE FIELD, WHEN I SAID THE NUMBER
10:41:43 OF 1.5, $2 MILLION, THAT WAS QUOTED TO US AS THE COST FOR
10:41:48 ARTIFICIAL TURF FOR THAT FIELD.
10:41:50 WE WOULD WANT TO BRING THOSE IDEAS BACK TO YOU IMMEDIATELY.
10:42:00 WE WOULD ALSO THEN ENGAGE A PARK PLANNING TEAM, A GROUP TO
10:42:07 COME IN FROM THE OUTSIDE THAT WOULD TAKE A LOOK AT OUR PARK
10:42:11 AND OPEN SPACE MASTER PLAN AND FIGURE OUT WHAT CONCEPTS
10:42:17 SHOULD GO IN THERE, HOW MANY SOCCER FIELDS, HOW MANY
10:42:20 PRACTICE FIELDS, HOW MANY BALL FIELDS.
10:42:22 AND WE HAVE AN IDEA AND WE PUT THAT ON PAPER FOR YOU TO SEE
10:42:25 AS A CONCEPT, BUT THAT'S ONLY US LOOKING BEHIND THE SCENES,
10:42:32 LOOKING AT IT WITH A CONSULTANT.
10:42:34 AND WE WOULD WANT TO BRING THAT OUT TO THE COMMUNITY AND

10:42:38 EVERYBODY AND JUST START OVER FROM SCRATCH AND SEE WHAT
10:42:41 WE'RE GOING TO DO.
10:42:41 THAT INCLUDES THAT -- AND I THINK WE SHOULD DO THAT PROBABLY
10:42:46 AS SOON AS POSSIBLE, STARTING THAT IN EARNEST IN THE
10:42:51 MAY-JUNE TIME FRAME.
10:42:52 THAT WOULD TAKE THREE OR FOUR MONTHS, AND THAT WOULD LINE UP
10:42:56 THE INVESTMENT OPTIONS THAT YOU HAVE FOR YEARS TWO, THREE,
10:42:59 FOUR, AND FIVE OR WHATEVER.
10:43:01 AND YOU COULD FIGURE OUT HOW MUCH YOU WANT TO SPEND.
10:43:07 YOU COULD SPEND $80 MILLION ON IT.

10:43:10 THAT'S NOT RECOMMENDED.
10:43:12 TIME OUT.
10:43:12 TIME OUT.
10:43:13 BUT THE 10 MILLION OVER FIVE YEARS IS OUR OBLIGATION TO SHOW
10:43:20 THAT WE'RE JUST NOT GOING TO SIT ON IT AND NOT DO OUR PART
10:43:28 BECAUSE THE SCHOOL DISTRICT HAD OTHER OPTIONS, OF COURSE, ON
10:43:34 WHAT TO DO WITH IT.
10:43:35 >>Mayor McLain: THANK YOU.
10:43:36 I HAVE A COUPLE OF COMMENTS.
10:43:38 OBVIOUSLY, THIS IS A BIG DAY, I THINK, FOR THE VILLAGE OF
10:43:41 ESTERO AND ALL OF OUR CITIZENS, THE SCHOOL SYSTEM AND THE
10:43:45 LIKE.
10:43:45 THIS PROJECT IS CLEARLY GOING TO BENEFIT THE SCHOOL.
10:43:50 IT'S GOING TO BENEFIT OUR ATHLETIC CAPABILITY AND PARK IN
10:43:54 HERE.

10:43:55 IT TIES INTO OUR 20 ACRES THAT WE'RE DEVELOPING HERE.
10:44:01 BY THE END OF THIS YEAR, HOPEFULLY UP AND OPERATING.
10:44:04 THESE ARE VERY SIGNIFICANT.
10:44:07 I THINK FOR THE QUALITY-OF-LIFE ISSUES THAT WE'RE DEALING
10:44:09 WITH HERE IN THE VILLAGE OF ESTERO.
10:44:14 I GUESS I WOULD LIKE TO THANK OUR VILLAGE MANAGER STEVE FOR
10:44:19 THE VISION THAT HE'S HAD FOR THE VILLAGE.
10:44:27 SOMETIMES WE LOOKED AT THIS, I THINK STEVE AND I TALKED
10:44:29 ABOUT THESE KIND OF CONCEPTS FIVE AND SIX YEARS AGO.
10:44:32 AND TO SEE THEM COME TO FRUITION TODAY IS PRETTY REWARDING.
10:44:38 AND I THINK IT'S IMPORTANT FOR US TO RECOGNIZE THE
10:44:42 IMPORTANCE OF HAVING A HIGH QUALITY VILLAGE MANAGER HAS
10:44:47 HELPED US AS COUNCIL TO MAKE SOME GOOD DECISIONS NOW AND
10:44:51 INTO THE FUTURE.
10:44:51 AND WE'VE GOT MORE THAT FACES US IN THE FUTURE FOR GREAT
10:44:57 OPPORTUNITY.
10:44:57 THANK YOU, STEVE, FOR YOUR LEADERSHIP IN THIS REGARD.
10:45:02 I ALSO WANT TO THANK THE STAFF.
10:45:06 OUR VILLAGE ATTORNEY HAS OBVIOUSLY PUT SIGNIFICANT HOURS
10:45:10 INTO, I THINK, VERY POSITIVE NEGOTIATIONS WITH THE SCHOOL
10:45:17 SYSTEM.
10:45:17 AND I DON'T THINK THERE WAS ANY REALLY COMBAT.
10:45:21 IT WAS A MATTER OF GETTING UNDERSTANDING THAT WE CAN BOTH
10:45:23 COME OUT WITH A WIN-WIN SITUATION.
10:45:25 I THINK ROB HAS DONE A GREAT JOB DOING THAT.

10:45:28 AND DAVID WILLEMS HAS BEEN BEHIND THE SCENES ON THIS ALSO,
10:45:32 NOT BEHIND THE SCENES, BUT FORWARD HIS EXPERIENCE PREVIOUSLY
10:45:38 AND NOW I THINK HAS LED US TO A VERY IMPORTANT POINT FOR THE
10:45:44 VILLAGE.
10:45:45 AND THE LAST COMMENT THAT I WANT TO MAKE IS THAT THIS IS NOT
10:45:51 JUST A PARK SYSTEM HERE FOR YOUNG PEOPLE, SCHOOL SYSTEM AND

10:45:57 YOUNG FOLKS.
10:45:58 PEOPLE MY AGE.
10:46:01 JUST READ HERE THE LAST COUPLE OF WEEKS, IT'S IMPORTANT FOR
10:46:05 PEOPLE TO GET OUT OF THEIR HOAs OR IN THEIR LITTLE COMFORT
10:46:09 ZONE THAT THEY HAVE IN THEIR HOME FOR THEIR OWN HEALTH AND
10:46:13 WELL-BEING, IT'S REALLY IMPORTANT FOR FOLKS TO GET OUT IN A
10:46:16 MIXED ENVIRONMENT.
10:46:17 AND WHAT BETTER WAY WOULD IT BE THEN TO GO AND WATCH SOCCER
10:46:21 GAMES, BASEBALL GAMES, AND SEE THE YOUNG PEOPLE AND THINK
10:46:25 ABOUT THE OPPORTUNITIES THAT THEY PRESENT TO THE VILLAGE OF
10:46:28 ESTERO AND FOR THE COUNTRY.
10:46:31 THIS IS A MULTITIERED WIN-WIN FOR EVERYONE.
10:46:37 AND I'M PROUD TO PUT MY VOTE AS A POSITIVE FOR THIS ALSO.
10:46:41 IF WE HAVE NO OTHER COMMENTS -- THESE ARE IMPORTANT EVENTS.
10:46:47 >>Lori Fayhee: ACTUALLY, IT IS.
10:46:49 I'M VERY EXCITED ABOUT BOTH OF THESE PROJECTS, BUT I ALSO
10:46:54 WANT TO MAKE SURE WE HAVE CROSSED ALL OUR Ts.
10:46:56 WILL THIS COUNCIL HAVE ANY MORE INPUT ON HOW MUCH MONEY WE
10:47:07 PAY FOR MAINTENANCE OR PROJECTS DONE ON THIS PROPERTY?

10:47:15 IF WE APPROVE THIS, IS IT OUT OF OUR HANDS ENTIRELY?
10:47:19 >>Steven Sarkozy: ABSOLUTELY YOU'LL HAVE ONGOING INVOLVEMENT
10:47:25 IN EVERY PHASE OF THE DEVELOPMENT, INCLUDING HOW WE MAINTAIN
10:47:31 THIS.
10:47:32 SO THE HOPE IS, IS THAT IN -- WHAT WE'VE TRIED TO DEFINE IN
10:47:37 ALL OF OUR MASTER PLANS IS THAT WE WOULD TRY TO ATTAIN THE
10:47:42 HIGHEST LEVEL OF MAINTENANCE, QUALITY MAINTENANCE FOR
10:47:45 WHATEVER WE BUILD.
10:47:48 SO AS WE GO THROUGH THE PLANNING PROCESS, HOW QUICKLY WE
10:47:53 BUILD OUT THIS PARK, WHAT WE SPEND, WHAT ELEMENTS ARE IN
10:47:58 THIS PARK ARE OUTLINED IN THE AGREEMENT GENERALLY, BUT WHEN
10:48:05 WE DO THEM, HOW WE DO THEM IS UP TO YOU.
10:48:08 AS AN EXAMPLE, WE'RE THINKING THAT WE WOULD DO THE
10:48:15 ARTIFICIAL TURF.
10:48:16 IT'S EXPENSIVE UP FRONT, BUT IT ALLOWS YOU TO REALLY
10:48:20 INTENSELY USE THE PARK BECAUSE WE DON'T HAVE THE ABILITY TO
10:48:23 PUT MANY FOOTBALL FIELDS IN DOWN HERE.
10:48:26 SO RATHER THAN HAVE TURF FIELDS THAT HAVE TO LAY FALLOW FOR
10:48:33 10 MONTHS OF THE YEAR, YOU DO TURF AND YOU JUST NEED FEWER
10:48:37 OF THEM BECAUSE YOU CAN USE THEM HEAVILY.
10:48:40 BUT THOSE ARE ALL DECISIONS THAT HAVE TO COME BACK TO THE
10:48:44 COUNCIL.
10:48:45 AND I WOULD HELP THAT AND THE INTENT IS THAT WE DO EXTENSIVE
10:48:51 PUBLIC INVOLVEMENT AS WE PROCEED WITH THAT.
10:48:54 AGAIN, WE HAVE A CONCEPT PLAN, JUST TO HELP FRAME THE

10:49:00 VISION, BUT THAT'S SUBJECT DOWN TO THE BARE ROOTS OF WHAT'S
10:49:08 OFFERED UP THERE.

10:49:09 THERE MAY BE SOMETHING THAT WE'VE MISSED.
10:49:13 >>Lori Fayhee: I APPRECIATE THAT.
10:49:14 THANK YOU.
10:49:15 >>Mayor McLain: MY COMMENT ON THAT WOULD BE, COUNCIL, AS WE
10:49:18 LOOK AT IMPLEMENTING SOME OF THESE CHANGES, I THINK ONE OF
10:49:20 THOSE FOCUSES HAS TO BE WHAT IS THE COST TO MAINTAIN THIS?
10:49:25 SO WE NEED TO MAKE SURE THAT WE UNDERSTAND THE MOST
10:49:28 EFFICIENT WAY TO DO THIS, RATHER THAN PLANTING A BUNCH OF
10:49:31 GRASS AND HAVING TO MAINTAIN IT, IT IS A LARGE EXPENSE TO
10:49:34 PUT THE TURF IN, BUT THE COST OF IT IS -- I THINK WE NEED TO
10:49:37 HAVE THAT KIND OF CONCEPT IN WHATEVER WE DO ALONG THIS
10:49:41 PROJECT, BECAUSE WE JUST DON'T WANT TO SPEND -- WE WANT TO
10:49:44 GET THE MAXIMUM DOLLARS, TAX DOLLARS THAT WE'VE GOT AND NOT
10:49:48 INCUR SIGNIFICANT COST IN THERE.
10:49:51 LARRY, HAVE YOU GOT --
10:49:54 >>Larry Fiesel: I THINK THAT WHAT WE'VE DONE HERE THIS
10:49:56 MORNING WITH THESE TWO PIECES OF PROPERTY IS VERY
10:50:01 SIGNIFICANT AS BEEN DISCUSSED FOR THE RESIDENTS OF THE
10:50:03 VILLAGE.
10:50:03 BUT I THINK IT ALSO SENDS A MESSAGE.
10:50:09 WE READ THE NEWSPAPERS.
10:50:11 I GET E-MAILS.
10:50:12 WE ALL GET E-MAILS, ABOUT WE'RE JUST IN THE POCKET OF ALL

10:50:15 THE DEVELOPERS AND WE'RE JUST PUSHING DEVELOPMENT THROUGH
10:50:17 THE COMMUNITY AND HAVE NO CONCERN WHAT THE FALLOUT OF ALL
10:50:21 THIS DEVELOPMENT IS GOING TO BE.
10:50:22 I THINK THIS SENDS A MESSAGE THAT THAT'S NOT THE FOCUS OF
10:50:25 OUR COUNCIL, THAT WE ARE PUTTING A LOT OF OPEN LAND NOT IN
10:50:30 THE HANDS OF THE DEVELOPERS, BUT WE'RE KEEPING IT IN OUR
10:50:33 CONTROL FOR THE RECREATIONAL VALUE THAT IT PROVIDES TO THE
10:50:39 VILLAGE OF ESTERO AND SURROUNDING COMMUNITIES.
10:50:43 THE PROPERTY ON THREE OAKS, FOR EXAMPLE, I THINK WOULD HAVE
10:50:45 BEEN EASY TO REZONE AND SELL IT TO A DEVELOPER AND PUT
10:50:51 SOMETHING IN THERE, BUT WE'VE CHOSEN NOT TO DO THAT.
10:50:55 WE'RE NOT DEVELOPING THAT LAND FOR BUILDINGS.
10:50:59 THE SCHOOL PROPERTY COULD PROBABLY HAVE BEEN DIVIDED AND
10:51:02 SOLD OFF TO A DEVELOPER, BUT WE'RE NOT DOING THAT.
10:51:05 WE'RE KEEPING IT FOR RECREATIONAL.
10:51:06 SO I THINK IT'S IMPORTANT TO REALIZE THAT WE'RE NOT JUST
10:51:09 SELLING OUT TO THE DEVELOPERS THAT COME FORWARD, THAT WE
10:51:12 HAVE SOME OTHER FORETHOUGHT ON WHAT WE'RE GOING TO DO WITH
10:51:16 THE LAND THAT WE HAVE AVAILABLE, WHICH IS VERY MINIMAL AT
10:51:19 THIS POINT.
10:51:20 AS YOU KNOW, 10% OF THE LAND AVAILABLE TO DEVELOP.
10:51:25 SO WE'VE GOT TO BE PRE-PRUDENT ON WHAT WE DO WITH THAT LAND.
10:51:30 I THINK TODAY WAS A VERY PRUDENT DECISION ON THE PART OF THE
10:51:33 COUNCIL TO MOVE TOWARDS -- AWAY FROM A DEVELOPMENT ISSUE.

10:51:40 >>Mayor McLain: THANK YOU.

10:51:40 NO FURTHER COMMENTS, WE'LL OPEN THIS UP FOR PUBLIC COMMENTS.
10:51:44 DO WE HAVE ANYONE TO SPEAK, MADAM CLERK?
10:51:47 >>Carol Sacco: YES, MAYOR, WE DO.
10:51:49 MR. ED WEIL FROM ROOKERY POINT.
10:51:54 >> ED WEIL, 20350 ROOKERY DRIVE.
10:52:00 ROOKERY POINT.
10:52:01 I THINK THIS IS A MAJOR, MAJOR LOVE EVENT FOR THE ENTIRE
10:52:12 COUNCIL AND EVERYTHING THAT'S GOING TO HAPPEN HERE.
10:52:15 WE HAVE 43 YEARS COACHING SOCCER AS A VOLUNTEER AND HAVING
10:52:23 REFS COME TO YOU AND SAY THE FIELDS ARE NOT SAFE.
10:52:26 AND SEEING WHAT YOU HAVE DONE AND WHAT WILL DO BY DOING
10:52:31 THIS, WE'LL BE ABLE TO HAVE SAFE FIELDS FOR THE KIDS.
10:52:36 WE'LL RECOGNIZE AND HAVE A PROGRAM THAT'S AFFORDABLE AND
10:52:39 ATTAINABLE FOR THE YOUNG PEOPLE MOVING INTO OUR AREA, AND WE
10:52:46 ARE GETTING A CHANGE IN DEMOGRAPHICS.
10:52:49 AND I THINK THE WHOLE IDEA OF US TAKING OVER THIS -- THESE
10:52:56 FACILITIES AND MAINTAINING THEM AND HAVING THEM RUN PROPERLY
10:53:05 IS AN INCREDIBLE THING TO HAVE HAPPEN.
10:53:08 IT REALLY IS.
10:53:08 I'VE SEEN IT IN WESTPORT, CONNECTICUT, WHERE I WAS.
10:53:13 IT REALLY WORKS, AND IT WORKS TO THE BENEFIT OF EVERYBODY IN
10:53:17 THE COMMUNITY.
10:53:17 AND IT TAKES THE COMMUNITY TO A DIFFERENT LEVEL.
10:53:20 I THINK STEVE WORKING ON THIS HAS BEEN PHENOMENAL.
10:53:26 IT'S BEEN A LOVE OF HIS, AND SOMETHING THAT WAS REALLY

10:53:32 NEEDED AND HAS HAPPENED.
10:53:33 THE LEGAL ASPECTS FROM ROBERT, OH, MY GOD, I KNOW WHAT
10:53:38 THAT'S LIKE.
10:53:39 SO I THANK YOU FOR HAVING THIS OPPORTUNITY TO VOTE FOR IT.
10:53:46 AND THE OTHER THING IS, THE OTHER PART OF IT, THE THREE
10:53:50 OAKS, MY GOD, THAT IS GOING TO SOLVE A LOT OF PROBLEMS IN
10:53:55 TERMS OF WATER MANAGEMENT AND THE BEGINNING.
10:54:00 IT MAKES A MAJOR STATEMENT FOR EVERYBODY ON THE COUNCIL THAT
10:54:02 YOU REALLY CARE AND YOU REALLY, REALLY WANT TO MAKE A
10:54:07 DIFFERENCE.
10:54:08 AND GOD LOVE YOU FOR IT.
10:54:09 THANK YOU.
10:54:10 >>Mayor McLain: THANK YOU, ED.
10:54:13 I'D LIKE TO MAKE A COMMENT THAT ED COMING FROM CONNECTICUT,
10:54:17 HE'S BEEN IN THE SPORTS AREA FOR MANY YEARS, AND HIS
10:54:21 INVOLVEMENT WITH COUNCIL MEMBERS AND SPEAKING AT THE PODIUM
10:54:27 MANY TIMES AND OTHERS ABOUT THE IMPORTANCE OF THIS THING
10:54:29 REALLY INDICATES HOW CIVIC INVOLVEMENT FROM THE PUBLIC CAN
10:54:34 INFLUENCE WHERE WE GO.
10:54:35 WE DO LISTEN.

10:54:38 SOMETIMES WE DON'T ACT BECAUSE WE CAN'T ACT, BUT I
10:54:44 PERSONALLY THINK, AND I THINK ALL THE COUNCIL MEMBERS HERE
10:54:47 REALLY APPRECIATE THE FEEDBACK THAT WE GET AND THE INPUT
10:54:51 THAT WE GET EITHER WRITTEN OR VERBALLY OR PHONE CALLS, AND I
10:54:55 WANT TO ENCOURAGE EVERYBODY TO CONTINUE TO DO THAT BECAUSE

10:54:57 WE'RE HERE TO SERVE THE PUBLIC WHEN WE NEED TO UNDERSTAND
10:55:01 WHAT YOUR NEEDS ARE AND WHAT YOUR WANTS ARE.
10:55:04 THANK YOU, ED, FOR YOUR COMMENTS.
10:55:06 AND THANK YOU FOR YOUR INVOLVEMENT IN THIS PROJECT.
10:55:08 ANY OTHER COMMENTS?
10:55:10 >>Carol Sacco: NO OTHER COMMENTS AND NO E-COMMENTS.
10:55:15 >> SO MOVED.
10:55:16 >>Mayor McLain: WELL, LET'S SEE, I THINK WE'LL ENTERTAIN A
10:55:18 MOTION FOR THIS ITEM.
10:55:20 WHO WANTS TO MAKE THE MOTION?
10:55:26 >>Rafael Lopez: SO MOVED.
10:55:27 >>Mayor McLain: COUNCILMAN LOPEZ GOT THE NOD AND SECONDED BY
10:55:31 LARRY FIESEL.
10:55:32 MADAM CLERK, PLEASE CALL THE ROLL.
10:55:36 >>George Zalucki: AYE.
10:55:37 >>Jim Ward: AYE.
10:55:39 >>Rafael Lopez: AYE.
10:55:40 >>Lori Fayhee: AYE.
10:55:42 >>Larry Fiesel: AYE.
10:55:44 >>Vice-Mayor Ribble: DEFINITELY AYE.
10:55:46 >>Mayor McLain: AYE.
10:55:47 NEXT ITEM ON THE AGENDA, WE TALKED ABOUT IT A LITTLE BIT,
10:55:53 BUT 6G, A SHARED USE AGREEMENT FOR THE PROPERTY THAT WE JUST
10:55:58 TALKED ABOUT.
10:55:59 STEVE, WOULD YOU LIKE TO INTRODUCE THIS ITEM?

10:56:02 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
10:56:04 BEFORE GETTING INTO THIS, I WOULD JUST LIKE TO RESPOND TO
10:56:08 THE MAYOR'S COMMENTS.
10:56:12 WE DON'T DO ANYTHING HERE WHERE IT'S SOLELY ON THE SHOULDERS
10:56:16 OF ANY ONE PERSON.
10:56:18 SO I APPRECIATE THE THANKS AND SO FORTH AND THE RECOGNITION.
10:56:25 BUT WE'RE ALL IN THIS TOGETHER.
10:56:29 YOU'VE BEEN BRIEFED.
10:56:30 WE STAY CONNECTED SO THAT AS WE MOVE FORWARD, THERE ARE NO
10:56:35 SURPRISES.
10:56:37 AND THE STAFF IS EQUALLY INVOLVED IN THAT.
10:56:41 SO EVERYBODY IS DOING A LOT OF HEAVY LIFTING TO MAKE THESE
10:56:48 THINGS HAPPEN.
10:56:49 LOOKING AT ME, THANK YOU, BUT I COULDN'T DO THIS IF OTHER
10:56:56 PEOPLE WEREN'T PULLING THEIR FAIR SHARE AND TAKING THE
10:56:59 BURDEN OFF ME IN OTHER WAYS.

10:57:01 THIS ITEM HERE IS THE SHARED USE AGREEMENT.
10:57:06 FROM A HIGH LEVEL, WHAT WE'RE TRYING TO DO IS PROVIDE SOME
10:57:11 LEGAL CONSTRUCT TO THE WAY WE OPERATE THE 54 ACRES THAT WE
10:57:16 JUST TALKED ABOUT.
10:57:17 AND THE IDEA IS THAT THE VILLAGE IS THE PRIME MANAGEMENT
10:57:23 PARTNER IN THIS, BUT WE ALSO WANT TO MAKE SURE THAT THE
10:57:28 SCHOOL DISTRICT IS OUR PRIMARY BENEFICIARY, IF YOU WILL,
10:57:31 DURING SCHOOL HOURS.
10:57:34 WE WANT TO RECOGNIZE THAT THE SCHOOL OFTENTIMES HAS SPECIAL

10:57:39 EVENTS OR SPECIAL NEEDS THAT IF WE WERE THINKING ABOUT IT
10:57:42 NOW WE COULDN'T ANTICIPATE WHAT THOSE WOULD BE OVER THE 99
10:57:48 YEARS OF THIS LEASE.
10:57:49 SO HOW DO WE PUT A SHARED USE AGREEMENT TOGETHER?
10:57:51 AND THERE NEEDS TO BE SOME VARIABILITY HERE SO THAT THEY ARE
10:57:58 ASSURED OF HAVING WHAT THEY NEED AND YET WE ALSO KNOW THAT
10:58:04 THE COMMUNITY NEEDS ARE BEING SERVED AS WELL.
10:58:06 SO WE'VE COME UP WITH THIS AGREEMENT.
10:58:11 IT PROVIDES THE WHEREASES THAT PROVIDE THE CONTEXT FOR
10:58:19 OPERATION AND TRY TO CREATE SOMETHING THAT PROVIDES SPECIFIC
10:58:25 ACCOUNTABILITY BUT GENERAL COLLABORATION AS WE MOVE FORWARD.
10:58:31 I DON'T KNOW.
10:58:33 I CALL ON OUR VILLAGE ATTORNEY IF HE HAS ANY COMMENTS ABOUT
10:58:38 HOW THIS WAS CONSTRUCTED.
10:58:39 >>Robert Eschenfelder: JUST BRIEFLY.
10:58:43 IT'S A BALANCE.
10:58:43 THE MAYOR KNOWS WHO WAS IN THE LAST NEGOTIATION MEETING
10:58:46 THERE, IT'S A BALANCE BETWEEN THE DESIRE TO NAIL DOWN EVERY
10:58:51 LITTLE SINGLE ISSUE THAT COULD COME UP AND TRY TO KEEP
10:58:55 FLEXIBILITY.
10:58:56 I THINK THE DOCUMENT IN FRONT OF YOU, WHICH IS THE RESULT OF
10:58:58 A LOT OF BACK AND FORTH NEGOTIATION, PROVIDES SUFFICIENT
10:59:01 SPECIFICITY TO GIVE THE SCHOOL DISTRICT COMFORT IN WHAT ITS
10:59:07 RIGHTS ARE AND SO FORTH.
10:59:08 BUT STILL ALLOW THE PARTIES AT THE MANAGEMENT LEVEL TO GO

10:59:12 FORWARD AS THE WEEKS AND MONTHS COME TO BE FLEXIBLE, TO WORK
10:59:15 WITH EACH OTHER.
10:59:17 THIS IS GOING TO BE A BIT OF A LIVING DOCUMENT SO IT MAY
10:59:21 COME BACK WITH SOME TWEAKS AND AMENDMENTS AND SO FORTH, BUT
10:59:24 AT LEAST IT PRESENTS A GOOD FRAMEWORK MOVING FORWARD.
10:59:28 I DID JUST WANT TO COVER ONE SPECIFIC THING THAT
10:59:33 COUNCILWOMAN FAYHEE ASKED ABOUT, THE MAINTENANCE AND LOCKING
10:59:37 US INTO A PARTICULAR COST.
10:59:39 PAGE 5, SECTION 3-1, SAYS THE VILLAGE SHALL AT SOLE COST AND
10:59:44 EXPENSE MANAGE, MAINTAIN, REPAIR AND REPLACE AS NECESSARY
10:59:46 THE FACILITIES, INCLUDING WITHOUT LIMITATION THE RELATED
10:59:51 INFRASTRUCTURE, LANDSCAPING, AND PARKING AREAS IN A CLEAN

10:59:54 AND SAFE CONDITION IN COMPLIANCE WITH ALL APPLICABLE LAWS
10:59:58 AND GENERAL REGULATIONS APPLICABLE TO THE FACILITIES AND IN
11:00:01 ACCORDANCE WITH THIS AGREEMENT.
11:00:03 SO THERE IS NO LIKE YOU MUST SPEND THIS MUCH -- NEED.
11:00:16 WE ASSESS, WE CONTINUALLY INSPECT WHAT IS THE CONDITION OF
11:00:19 THE PATH, SIDEWALK, WHAT IS THE CONDITION OF THE SOCCER
11:00:22 FIELDS AND THEN THAT WILL BE BUILT INTO EACH OF YOUR
11:00:24 BUDGETS.
11:00:25 AND COUNCIL WILL ALWAYS HAVE FEEDBACK EVERY BUDGET YEAR TO,
11:00:29 ARE WE SPENDING ENOUGH, TOO MUCH, WHATEVER, FROM THE
11:00:32 DISTRICT'S PERSPECTIVE, IT JUST WANTS TO MAKE SURE THAT THE
11:00:36 FACILITIES, BECAUSE THEY ARE GOING TO BE SHARED FACILITIES
11:00:40 WITH THE DISTRICT ARE UP TO THEIR STANDARDS.

11:00:43 AND THEY HAVE SET THOSE STANDARDS FORTH IN THE AGREEMENT AND
11:00:45 WE'RE WELL AWARE OF THOSE.
11:00:47 I THINK THE MANAGER IS VERY CONFIDENT THAT WE WILL PROBABLY
11:00:51 WANT TO EXCEED THOSE STANDARDS ANYWAY.
11:00:53 BECAUSE YOU HAD ASKED, IS MOVING FORWARD NOW LOCKING US INTO
11:00:59 A PARTICULAR DOLLAR AMOUNT FOR MAINTENANCE, IT'S NOT.
11:01:01 WE JUST HAVE TO MAINTAIN IT IN THE STANDARDS THAT WE FEEL IS
11:01:04 APPROPRIATE.
11:01:04 >>Lori Fayhee: THANK YOU.
11:01:07 >>Mayor McLain: ANY FURTHER COMMENTS?
11:01:08 ARE YOU GOOD?
11:01:09 >>Steven Sarkozy: I DO HAVE ONE IN GENERAL.
11:01:12 AND I'D LIKE TO THANK THE SCHOOL DISTRICT STAFF AND THE
11:01:18 BOARD FOR THEIR SUPPORT.
11:01:20 THIS IS A DIFFERENT TYPE OF COLLABORATION ON THE PROPERTY,
11:01:26 ON THE LEASE AND ON THE SHARED USE AGREEMENT.
11:01:29 BUT WE'VE DONE THIS IN A COLLABORATIVE WAY.
11:01:34 IT HAS NOT BEEN A CONTENTIOUS RELATIONSHIP.
11:01:37 WE'RE LOOKING AT WHAT WE CAN DO TO BEST SERVE OUR COMMON
11:01:43 CONSTITUENTS.
11:01:47 THEIR STUDENTS ARE OUR RESIDENTS, AND THIS IS OUR PROPERTY
11:01:52 AND OUR PARK, BUT IT'S ALSO THEIR SCHOOL AND THAT'S WHERE
11:01:58 THE WIN-WIN COMES OUT.
11:02:00 I REALLY DEEPLY APPRECIATE THE WORK OF THEIR PROFESSIONAL
11:02:08 STAFF AND THE BOARD REALLY THAT MADE THIS HAPPEN.

11:02:10 WE WANT TO MAKE THEM PROUD.
11:02:13 >>Mayor McLain: ANY COUNCIL COMMENTS?
11:02:14 MADAM CLERK, DO WE HAVE ANYONE TO SPEAK ON THIS MATTER?
11:02:20 >>Carol Sacco: WE HAVE NO COMMENTS AND NO E-COMMENTS.
11:02:22 >>Mayor McLain: WITH NO COMMENTS, I'LL ENTERTAIN A MOTION
11:02:24 REGARDING THIS ITEM.
11:02:26 VICE-MAYOR HAS MADE THE MOTION AND SECONDED BY COUNCILMAN
11:02:32 ZALUCKI.

11:02:32 MADAM CLERK, PLEASE CALL THE ROLL.
11:02:37 >>Larry Fiesel: AYE.
11:02:38 >>Lori Fayhee: AYE.
11:02:40 >>Rafael Lopez: AYE.
11:02:41 >>Jim Ward: AYE.
11:02:43 >>George Zalucki: AYE.
11:02:44 >>Vice-Mayor Ribble: AYE.
11:02:45 >>Mayor McLain: AYE.
11:02:46 NEXT ON THE AGENDA IS COUNCIL COMMUNICATIONS AND FUTURE
11:02:54 AGENDA ITEMS.
11:02:55 WHERE ARE WE GOING TO START?
11:03:01 WE'LL START WITH COUNCILMAN ZALUCKI.
11:03:03 I CAN'T REMEMBER WHERE WE STARTED LAST TIME.
11:03:04 >>George Zalucki: THANK YOU, MAYOR.
11:03:06 I DON'T HAVE A LARGE UPDATE HERE.
11:03:07 JUST VERY QUICKLY.
11:03:09 I SAW, AND MAYBE THIS CAN GO TO DAVID IF HE'S STILL IN.

11:03:12 I SAW AND PERHAPS SOME OF YOU DID, TOO, THE VEHICLE COUNTERS
11:03:16 ARE OUT ON THE ROAD, AT LEAST ON CORKSCREW.
11:03:18 I DON'T KNOW IF THAT IS A COUNTY COUNTER OR PART OF OUR
11:03:21 TRAFFIC STUDY.
11:03:22 BUT I SEE THE COUNTERS ARE OUT THERE.
11:03:24 SO SOMEONE IS TALLYING THE TRAFFIC IN OUR AREA.
11:03:28 IT'S GOOD TO SEE THAT THAT IS BEING DONE.
11:03:31 ALSO, AS MANY OF YOU DID, I ATTENDED THE INAUGURATION OF
11:03:39 DR. TIMUR AT FGCU, AS FGCU'S FIFTH PRESIDENT LAST WEEK.
11:03:45 IT WAS A GREAT HONOR TO BE THERE.
11:03:48 GREAT EVENT.
11:03:49 ALSO, I DID ATTEND THE FLORIDA LEAGUE OF CITIES LEGISLATIVE
11:03:52 UPDATE LUNCHEON.
11:03:53 THAT WAS VERY INFORMATIVE.
11:03:57 VICE-MAYOR RIBBLE I BELIEVE IS THE VICE-CHAIR OF THE
11:03:59 ORGANIZATION.
11:04:00 SHE DID A GREAT JOB, AMONG OTHERS THERE, KIND OF FRAMING
11:04:02 WHAT WE'RE LOOKING AT AS MUNICIPALITIES AS THE LEGISLATION
11:04:06 CONTINUES IN TALLAHASSEE AND SOME GOOD DIRECT CALL-OUTS FOR
11:04:09 US TO BE AWARE OF.
11:04:10 SO THAT WAS A GOOD MEETING.
11:04:11 I ALSO ATTENDED THE ESTERO HISTORICAL SOCIETY PREHISTORIC
11:04:17 FLORIDA.
11:04:18 IT WAS A NICE PRESENTATION BY A GENTLEMAN, MR. JACOB WINGE,
11:04:27 WHO REALLY HAS VERY IN-DEPTH KNOWLEDGE OF EVERYTHING ABOUT

11:04:30 SOUTH FLORIDA.
11:04:31 SO THAT WAS A GREAT EVENT THAT I ATTENDED.
11:04:33 ALSO, JUST A REMINDER, AND I'LL DO THIS HOPEFULLY AT EVERY
11:04:37 COUNCIL MEETING UNTIL THE EVENT, WE HAVE ESTERO FEST COMING

11:04:40 UP.
11:04:41 IT WILL BE ON MARCH 16 RIGHT AT THE ESTERO RECREATION PARK.
11:04:46 JUST TO GIVE YOU AN IDEA, THE FESTIVITIES BEGIN AT 1 P.M.
11:04:52 AND IT LASTS UNTIL 9 P.M.
11:04:54 FROM 6 P.M. TO 9 P.M. IS A CONCERT BY ESTERO'S OWN BEN ALLEN
11:05:00 BAND.
11:05:00 IT WILL BE VERY EXCITING.
11:05:02 ALONG WITH BEN, THE FESTIVITIES, WE'LL HAVE A BUSINESS EXPO,
11:05:06 ALSO A BOUNCE HOUSE, ARTS AND CRAFTS, CARNIVAL GAMES, FACE
11:05:10 PAINTING.
11:05:10 IT'S GOING TO BE VERY FAMILY FRIENDLY.
11:05:13 WE'RE ALSO GOING TO HAVE A DEEJAY.
11:05:16 WE'LL HAVE SUPPORT BY THE LEE COUNTY SHERIFF'S OFFICE.
11:05:19 THAT'S GOING TO BE GREAT.
11:05:20 WE EXPECT TO HAVE NAN'S RANCH THERE.
11:05:25 WE THINK THE SHERIFF HIMSELF IS GOING TO BE PRESENT IF HIS
11:05:28 SCHEDULE ALLOWS.
11:05:29 IT'S GOING TO BE GREAT.
11:05:30 ALSO, AS ALWAYS, WE HAVE GREAT SUPPORT BY THE ESTERO FIRE
11:05:33 RESCUE DISTRICT.
11:05:34 AND THEY ARE GOING TO BE THERE WITH THEIR ASSETS TO ENGAGE

11:05:37 WITH THE COMMUNITY AS WELL.
11:05:39 PLEASE PUT IT ON YOUR CALENDARS, MARCH 16.
11:05:41 LOOK FORWARD TO SEEING EVERYBODY THERE AND I'LL CONTINUE TO
11:05:45 REMIND AS WE MOVE FORWARD.
11:05:46 THANK YOU.
11:05:47 >>Jim Ward: I ALSO HAD THE OPPORTUNITY TO ATTEND THE
11:05:51 INAUGURATION OF DR. TIMUR AS THE FIFTH PRESIDENT OF FGCU.
11:05:57 I ACTUALLY HAD THE OPPORTUNITY TO KNOW EVERY ONE OF THE
11:05:59 PRESIDENTS OF FGCU STARTING WITH THE FOUNDING PRESIDENT, WHO
11:06:03 WAS ROY MCTARNAGHAN, WHO WAS ACTUALLY A NEIGHBOR OF MINE
11:06:07 DOWN HERE IN FLORIDA.
11:06:08 FGCU JUST PROVIDES AN ENORMOUS AMOUNT OF ENERGY WITHIN THE
11:06:13 COMMUNITY, AND I THINK DR. TIMUR IS GOING TO PROVIDE AN
11:06:19 ADDITIONAL LEVEL OF ENERGY TO THE POSITION AND WILL BRING
11:06:23 FLORIDA GULF COAST FORWARD INTO A REALLY SPECIAL PLACE IN
11:06:26 THE SOUTHWEST FLORIDA AREA.
11:06:28 I ALSO DID ATTEND, AS GEORGE INDICATED, THE PREHISTORIC
11:06:32 FLORIDA, PREHISTORIC ESTERO.
11:06:34 IT WAS A FEW YEARS BEFORE MY TIME.
11:06:38 IT WAS REALLY A PRETTY INTERESTING PRESENTATION IN TERMS OF
11:06:44 JUST WHAT OCCURRED OVER THE HUNDREDS OF THOUSANDS OF
11:06:46 MILLIONS OF YEARS IN THE REGION.
11:06:49 BUT IT WAS REALLY EXCITING.
11:06:50 THE LAST POINT I'LL MAKE IS THAT I THINK TODAY WAS ONE OF
11:06:55 THE MOST BENEFICIAL DAYS THAT I'VE BEEN ON COUNCIL OVER THE

11:06:59 LAST FEW YEARS IN TERMS OF WHAT WE ACCOMPLISHED TODAY IN
11:07:03 PROVIDING THE ABILITY TO PROVIDE SERVICES TO OUR RESIDENTS
11:07:08 AND PROTECT THE INFRASTRUCTURE OF THE COMMUNITY AND TO ALLOW
11:07:13 OUR RESIDENTS TO, AS JOHN SAID, TO GET OUTSIDE THE GATED
11:07:20 COMMUNITY AND UNDERSTAND WHAT THE BENEFITS ARE.
11:07:23 MY ONLY CAUTION IS, AND I EXPRESSED THIS TO STEVE EARLIER
11:07:27 DURING MY BRIEFING, IS YOU HAVE TAKEN AN AWFUL LOT ON AS A
11:07:33 VILLAGE AND AS THE VILLAGE STAFF.
11:07:35 AND I REALLY HOPE THAT WE CAN MAKE -- PUT IN PLACE WHAT WE
11:07:41 PUT ON PAPER AND PUT IT IN PLACE IN TERMS OF OUR ABILITY TO
11:07:45 PUT THE SERVICES OUT THERE TO OUR RESIDENTS AND GET IT DONE
11:07:49 ON A TIMELY BASIS.
11:07:51 AND I REFERENCED TO STEVE EARLIER THE ESTERO ON THE RIVER
11:07:56 PROJECT.
11:07:57 AND THAT, QUITE FRANKLY, HAS TAKEN ON A LIFE OF ITS OWN.
11:08:00 I KNOW IT'S THROUGH NO ONE'S FAULT, BUT I JUST THINK WE NEED
11:08:04 TO PUT AN ENORMOUS AMOUNT OF ENERGY INTO GETTING THINGS DONE
11:08:08 THAT WE HAVE ON PAPER.
11:08:09 HOPEFULLY THAT WILL HAPPEN IN THE NEXT COUPLE OF YEARS.
11:08:13 THANK YOU.
11:08:16 >>Mayor McLain: THANK YOU.
11:08:17 COUNCILMAN LOPEZ.
11:08:18 >>Rafael Lopez: I KNOW EVERYBODY IS TALKING ABOUT FGCU AND
11:08:20 THE HIGH SCHOOL AND THE PROPERTIES THAT THE VILLAGE IS
11:08:23 PURCHASING AND EVERYTHING THAT WE'RE DOING.

11:08:24 I'M VERY PROUD TO BE PART OF THIS COUNCIL IN DOING THAT, BUT
11:08:28 I DO WANT TO ADDRESS THIS GENTLEMAN HERE BECAUSE HIS CONCERN
11:08:31 IS AS IMPORTANT AS ANYTHING ELSE THAT WE'RE DOING, AND
11:08:33 THAT'S PUBLIC SAFETY.
11:08:34 I'M VERY INVOLVED -- I'M GOING TO BE VERY INVOLVED IN
11:08:39 TALKING TO STEVE AND TALKING WITH THE SHERIFF'S OFFICE AND
11:08:42 TRYING TO DO SOMETHING TO WORK SOMETHING OUT.
11:08:44 I DON'T KNOW WHAT THE SOLUTION WILL BE.
11:08:45 I CAN TELL YOU THAT WRITING TICKETS IS NOT A SOLUTION.
11:08:49 IT DOES HELP IN SOME AREAS, BUT THAT'S NOT GOING TO BE THE
11:08:52 MAIN SOLUTION.
11:08:52 I CAN TELL YOU AS A RETIRED POLICE OFFICER, WE USED TO HAVE
11:08:56 PEOPLE IN AREAS THAT WOULD COMPLAIN AND THEY WOULD WRITE --
11:09:05 50 PEOPLE WOULD SIGN A PETITION AND THEY WOULD SAY WE WANT
11:09:08 TO TAKE -- IN THIS AREA AND WE WOULD SEND THE MOTORCYCLE
11:09:12 COPS TO WRITE TICKETS.
11:09:14 AND 40 OUT OF THE 50 PEOPLE THEY WROTE THAT PETITION GOT
11:09:18 TICKETS.
11:09:18 I CAN TELL YOU THAT ON BEN HILL GRIFFIN AND THAT
11:09:24 INTERSECTION FROM MIROMAR GOING INTO THE PUBLIX SHOPPING
11:09:27 CENTER THERE, THERE ISN'T A DAY THAT DOESN'T GO BY THAT
11:09:31 THERE IS AN ACCIDENT THERE.

11:09:32 THERE HAVE BEEN ROLLOVERS THERE.
11:09:34 I ACTUALLY SAT THERE IN PERSON AND WATCHED AS PEOPLE JUST --
11:09:37 AND I'VE LOOKED AT THE TIMING OF THE LIGHTING AND

11:09:40 EVERYTHING, IT'S NOTHING WITH THE LIGHTING.
11:09:42 IT'S JUST THE WAY PEOPLE DRIVE.
11:09:44 I'VE SEEN CARS AND TRUCKS RUN RED LIGHTS MAKING A LEFT TURN,
11:09:49 AND IT'S BEEN A MINUTE OR TWO AFTER THE LIGHT TURNS RED AND
11:09:52 THEY KEEP GOING.
11:09:53 AND THERE'S NOTHING YOU'RE GOING TO BE ABLE TO DO TO STOP
11:09:57 IT.
11:09:58 THERE IS SOMETHING THE POLICE CAN DO, BUT THEY ARE LIMITED
11:10:00 IN THE SPACE.
11:10:02 AND THE GOOD NEWS IS THAT THE REASON THAT WE DON'T HAVE A
11:10:04 LOT OF POLICE IN ESTERO IS BECAUSE OUR CRIME IS SO LOW.
11:10:09 THEY ARE IN AREAS WHERE THE CRIME IS HIGHER, AND THEY ARE
11:10:12 NOT GOING TO SPEND A LOT OF TIME WITH US, UNLESS WE CAN
11:10:15 MAYBE HIRE MORE POLICE AND THINGS LIKE THAT, WHICH WILL COST
11:10:18 MONEY.
11:10:19 I PROMISE YOU THAT WE WILL WORK ON THAT, AND WE WILL LOOK
11:10:23 INTO THAT, AND WE WILL MAKE ESTERO THE SAFEST PLACE IN TOWN.
11:10:27 THANK YOU.
11:10:29 THAT'S ALL I HAVE.
11:10:30 >>Mayor McLain: I'M GOING TO BREAK IN AND COMMENT ON YOUR
11:10:32 COMMENTS, IF I MAY.
11:10:34 SO I'M GLAD THAT YOU CAN STEP UP AND DO THAT.
11:10:37 COUNCILMAN LOPEZ GETS SOME THINGS DONE, ESPECIALLY WITH THE
11:10:40 SHERIFF AND THE LIKE.
11:10:42 I AGREE WITH WHAT WE HAVE.

11:10:45 THE SHERIFF'S DEPARTMENT HAS DONE I THINK A VERY GOOD JOB IN
11:10:49 ESTERO.
11:10:50 THEY HAVE BEEN ON ESTERO PARKWAY AND THREE OAKS.
11:10:52 THEY GOT THE SPEED SIGNS UP THERE.
11:10:54 THERE MUST BE A BETTER SOLUTION THAN GIVING TICKETS AND THE
11:10:59 LIKE.
11:10:59 WE'RE ALL INVOLVED IN A LOT OF DIFFERENT THINGS.
11:11:02 I'M ON THE MPO, METROPOLITAN PLANNING ORGANIZATION, AND A
11:11:07 COUPLE OF MEETINGS AGO KEVIN RUANE, ONE OF OUR
11:11:12 COMMISSIONERS, SPOKE TO ME ABOUT A PROJECT THAT HE'S TRYING
11:11:16 TO GET BEHIND AND THAT IS TO TAKE ALL OF LEE COUNTY'S
11:11:20 TRAFFIC SIGNALS AND TO STREAMLINE THEM, AUTOMATE THEM MORE
11:11:24 EFFECTIVELY SO WE CAN MANAGE FLOWS OF TRAFFIC AND HOPEFULLY
11:11:28 THAT WILL LEAD TO SOME KIND OF SAFETY IMPROVEMENTS ALSO.
11:11:34 LIKE COUNCILMAN LOPEZ, I SEE PEOPLE GOING THROUGH RED
11:11:38 LIGHTS, NOT IN THERE WHEN IT'S YELLOW AND THEN IT TURNS RED,
11:11:44 BUT THREE AND FOUR SECONDS AFTER IT'S CLEARLY BEEN RED AND
11:11:51 IT MAKES YOU UPSET.

11:11:52 IT'S HARD TO CONTROL THAT.
11:11:54 SO I TOLD A GENTLEMAN HERE THAT I HAD SOME CRASH STATISTICS,
11:11:59 AND I WAS ON THE MPO.
11:12:00 I'VE BEEN KIND OF COMPLAINING ABOUT THAT.
11:12:02 THEY HAVE A ZERO -- A GOAL OF HAVING ZERO DEATHS IN ALL OF
11:12:13 FLORIDA.
11:12:13 THAT'S A NICE GOAL, BUT WHEN I LOOK AT THE CRIME -- NOT THE

11:12:17 CRIME STATISTICS, BUT THE CRASH STATISTICS, I'M SAYING IT'S
11:12:22 NOT VERY REALISTIC.
11:12:23 IF YOU LOOK AT CRASHES IN 2022, TOTAL CRASHES, ALL CRASHES
11:12:27 OF ALL TYPES -- MORE PEOPLE POTENTIALLY WITH UNSAFE
11:12:48 CONDITIONS AND POOR DRIVING HABITS, YOU THINK THAT MIGHT GO
11:12:52 UP, THOUGH IT HASN'T.
11:12:54 I'M PARTICULARLY KEEN ON BICYCLE CRASHES.
11:12:59 THEY HAVE BEEN REDUCED BY 319 TO 295.
11:13:03 UNFORTUNATELY FATALITIES ARE STILL 9.
11:13:05 AND THERE'S A BUNCH OF STATISTICS IN HERE.
11:13:08 SO I THINK WE NEED BETTER PROCESSES TO DO THAT.
11:13:14 SO WE'RE IN FULL SUPPORT OF YOUR COMMENTS HERE.
11:13:16 AND I WOULD ASK COUNCILMAN LOPEZ THAT AS YOU DO YOUR
11:13:21 ACTIVITIES IN YOUR COMMENTS MONTH TO MONTH, THAT WE GIVE
11:13:27 KIND OF AN UPDATE ON WHAT THE ACTIVITIES ARE THAT WE THINK
11:13:31 CAN BE DONE AND THAT.
11:13:32 IN THAT LIGHT, THE METROPOLITAN PLANNING ORGANIZATION HAS A
11:13:37 BICYCLE PEDESTRIAN COORDINATING COMMITTEE.
11:13:44 FOR SOME REASON, WE HAVE NO REPRESENTATION FROM ESTERO.
11:13:49 AND WE ARE NOW ENTITLED TO DO THAT.
11:13:50 STEVE, I THINK WE NEED TO GET A PROCESS OF GETTING A
11:13:56 CIVILIAN -- WE COULD USE STAFF, WHICH I THINK WE'VE ALREADY
11:13:59 GOT OUR STAFF FULLY ENGAGED, OR WE COULD GET A SINGLE PERSON
11:14:05 AS A FULL-TIME MEMBER, FULL-TIME RESIDENT THAT WOULD
11:14:10 PARTICIPATE IN THIS BPCC, THE BICYCLE PEDESTRIAN

11:14:17 COORDINATING COMMITTEE.
11:14:17 I'LL WORK WITH YOU, STEVE, AND WE'LL GET SOME CLARITY ON
11:14:20 THAT.
11:14:21 I THINK WHAT WE'LL BE ASKING FOR, FOLKS THAT WANT TO BE
11:14:24 SPECIFICALLY INVOLVED IN HOW TO MAKE BICYCLING AND THE LIKE
11:14:29 MORE SAFE.
11:14:30 THAT IS AN ADD-ON TO THE CARS IN THERE ALSO.
11:14:33 SO THERE ARE SOME SPECIFIC RULES.
11:14:36 I'LL SAVE THE BALANCE OF MY COMMENTS FOR LATER.
11:14:38 WE'LL GO TO COUNCILMAN FAYHEE.
11:14:40 >>Lori Fayhee: OKAY.
11:14:41 THANK YOU.
11:14:42 I DO WANT TO SAY THANK YOU ALSO TO THE PEOPLE WHO CAME AND
11:14:45 SPOKE TODAY.

11:14:46 I DON'T SEE ED, BUT I APPRECIATE HIS INPUT, TOO.
11:14:49 I THINK IT'S VERY IMPORTANT THAT WE HEAR FROM COMMUNITY
11:14:54 MEMBERS.
11:14:55 WE RECEIVED A COUPLE E-MAILS BEFORE THIS MEETING THAT SEEMED
11:15:05 TO SAY THAT WE DON'T LISTEN TO OUR CONSTITUENTS, AND I
11:15:10 REALLY DON'T LIKE ANYONE HAVING THAT THOUGHT.
11:15:16 MY PHONE IS ALWAYS WITH ME.
11:15:18 I ALWAYS APPRECIATE HEARING FROM OUR COMMUNITY MEMBERS.
11:15:24 THAT'S HOW WE MAKE DECISIONS.
11:15:27 AND AS FAR AS THE SAFETY GOES, I HAVE NOTICED THAT WE'VE HAD
11:15:31 A LARGER POLICE PRESENCE IN ESTERO LATELY, AND I THINK THAT

11:15:36 WAS COMFORTING.
11:15:37 HOPEFULLY OTHER PEOPLE HAVE SEEN IT, TOO.
11:15:41 I THINK WE'VE SEEN SOME STREETS REDUCE SPEEDS.
11:15:47 THAT'S ALL I HAVE.
11:15:48 I'M VERY EXCITED ABOUT THE ITEMS WE'VE HAD TODAY.
11:15:53 >>Mayor McLain: THANK YOU.
11:15:56 >>Larry Fiesel: I DON'T HAVE A LOT TO SAY.
11:15:57 I'LL DEFER MY TIME BACK TO THE MAYOR, BUT I WOULD LIKE TO
11:16:02 SAY THAT I AM PLEASED TO BE HERE TODAY FOR WHAT WE HAVE
11:16:05 ACCOMPLISHED BECAUSE I THINK THIS WAS A MAJOR ACCOMPLISHMENT
11:16:09 FOR THIS COUNCIL, FOR THE VILLAGE AS WE MOVE FORWARD WITH
11:16:13 THE VISION OF OPENING UP FACILITIES THAT ARE NOT BUILDINGS,
11:16:18 BUT RECREATIONAL FACILITIES, WHICH WE DEARLY NEED AND WE
11:16:21 HAVE VERY LIMITED SPACE TO DO THEM IN.
11:16:24 I THINK THE SCHOOL PROPERTY OVER HERE GIVES US A GREAT
11:16:28 OPPORTUNITY THAT WE DON'T HAVE TO SPEND A LOT OF MONEY TO
11:16:30 BUY LAND THAT'S NOT EVEN AVAILABLE, QUITE FRANKLY.
11:16:33 SO I THINK IT IS A VERY MILESTONE ACCOMPLISHMENT AND I'M
11:16:37 PROUD TO BE A PART OF IT.
11:16:40 >>Mayor McLain: THANK YOU.
11:16:41 VICE-MAYOR.
11:16:41 >>Vice-Mayor Ribble: HEAR, HEAR, LARRY.
11:16:44 I SECOND THAT AS WELL.
11:16:45 MR. MAYOR, LAST MEETING WE HAD A VERY INTERESTING WORKSHOP
11:16:49 ON CODE ENFORCEMENT, A LONG DISCUSSION.

11:16:53 WE HAD A LOT OF QUESTIONS.
11:16:55 WE HAD A LOT OF IDEAS.
11:16:58 TO THAT END, SINCE WE'RE APPROACHING OUR TEN-YEAR
11:17:03 ANNIVERSARY, I WONDER IF OUR ATTORNEY MIGHT WANT TO LOOK AT
11:17:08 SOME OF THE CODES THAT WE HAVE AND SEE IF THERE'S ANY
11:17:12 REVISIONS OR RECOMMENDATIONS AGAIN THAT YOU CAN OFFER.
11:17:16 I KNOW YOU DID A VERY GOOD JOB WITH OUR RULES AND PROCEDURES
11:17:20 AND UPDATING THOSE.
11:17:22 BUT IF THE COUNCIL IS AGREEABLE, I WOULD LIKE TO ASK ROB, IF
11:17:26 HE'S SO WILLING, IF HE WOULD LOOK INTO THAT FOR US.

11:17:28 OKAY.
11:17:30 THANK YOU.
11:17:31 AS YOU KNOW, THE LEGISLATURE IS IN SESSION.
11:17:35 AND A LOT OF THE BILLS THAT THEY ARE PROPOSING THIS YEAR
11:17:39 IMPACT THE ABILITY FOR CITY GOVERNMENTS TO IMPOSE TAXES AND
11:17:50 INCREASE THE REVENUES, NOT INCREASE, BUT JUST TO SUSTAIN
11:17:53 THEIR REVENUES.
11:17:55 ONE OF THE BILLS IS HJR 715 AND HJR 717, WOULD INCREASE THE
11:18:04 HOMESTEAD DEDUCTION THAT MUNICIPALITIES WOULD ALLOW, WHICH
11:18:12 WOULD FURTHER REDUCE THEIR REVENUES.
11:18:14 NOW, IF THE BILL IS PASSED, WOULD GO TO REFERENDUM AND IT
11:18:19 WOULD TAKE A 60% VOTE.
11:18:21 AND WHO WOULDN'T VOTE TO INCREASE THEIR HOMESTEAD EXEMPTION?
11:18:26 BUT ON THE OTHER HAND, IF IT SO CHALLENGES THE REVENUES OF
11:18:30 CITY, WHAT DO THEY HAVE TO DO?

11:18:32 THEY HAVE TO INCREASE THEIR MILLAGE RATE AND THEN INCREASE
11:18:35 TAXES.
11:18:35 SO I DON'T SEE WITH THIS GIVE AND TAKE HOW ANYBODY WINS WITH
11:18:41 THAT.
11:18:42 AND TO MAKE IT EVEN MORE INTERESTING, THERE'S ONE OTHER BILL
11:18:47 THAT WOULD LIKE TO SEE A $250,000 HOMESTEAD EXEMPTION ON
11:18:52 PEOPLE 65 AND OVER.
11:18:54 NOW, IN OUR COMMUNITY, THAT'S PRACTICALLY 90%.
11:19:01 WOW, WHAT WOULD THAT DO TO OUR BUDGET?
11:19:03 TO THIS END, THE FLORIDA LEAGUE OF CITIES IS ASKING FOR
11:19:09 HELP.
11:19:09 AND WHAT THEY HAVE DEVISED ARE SOME QUESTIONS.
11:19:12 I WOULD ASK STAFF IF THEY COULD HELP ME WITH THIS, WITH SOME
11:19:16 OF THE QUESTIONS.
11:19:17 FOR EXAMPLE, WHAT IS THE ESTIMATED LOSS OF REVENUE,
11:19:21 ADDITIONAL 25K EXEMPTION WOULD MEAN TO ESTERO?
11:19:24 WHAT PERCENT IS THE REVENUE LOST OF A MUNICIPAL BUDGET?
11:19:29 HOW MUCH WOULD THE CITY NEED TO RAISE THE MILLAGE TO COVER
11:19:32 THE LOSS?
11:19:35 AND IF THIS FORCES THE CITY TO FACE TOUGH CUTS, WHAT WOULD
11:19:39 BE THE THREE THINGS THAT WE WOULD CUT IF THIS WERE TO
11:19:43 HAPPEN?
11:19:45 THIS IS THE AMMUNITION THAT WE NEED TO FIGHT THIS IN
11:19:48 TALLAHASSEE.
11:19:49 SO I'M ASKING FOR COOPERATION FROM OUR STAFF.

11:19:54 I WILL GET THESE QUESTIONS TO YOU IF YOU CAN HELP ME.
11:19:56 THEY ARE ASKING FOR THIS INFORMATION SO THAT THEY CAN
11:19:59 PROVIDE SOME KIND OF HARDSHIP THAT THIS BILL WILL SHOW THE
11:20:04 LEGISLATURE IF IT PASSES.
11:20:06 SOME OF THE OTHER THINGS, HB 609 AND HOUSE BILL 1144 WOULD
11:20:14 REPEAL OUR ABILITY TO HAVE A LOCAL -- TO LEVY LOCAL BUSINESS

11:20:21 TAX.
11:20:22 AGAIN, REDUCING OUR BUDGET.
11:20:24 THIS IS BROUGHT ON BY OUR OWN REPRESENTATIVE BOTANA.
11:20:28 TO THAT END, THE QUESTIONS ARE, AGAIN, FOR MORE AMMUNITION,
11:20:33 WHAT DOES THE CITY CHARGE FOR A LOCAL BUSINESS TAX?
11:20:36 HOW MUCH REVENUE IS COLLECTED ANNUALLY?
11:20:39 HOW DOES THE CITY USE THE LOCAL BUSINESS TAX?
11:20:43 AND IF THIS PASSES, WHAT SIGNIFICANT IMPACTS WOULD THIS HAVE
11:20:48 ON YOUR COMMUNITY?
11:20:49 AGAIN, THESE ARE ALL PREEMPTIVE STRIKES AGAINST CITY
11:20:54 GOVERNMENT IN THEIR ABILITY TO MANAGE THEIR OWN GOVERNMENT.
11:20:58 THE OTHER THING WAS THE MILLAGE RATE.
11:21:01 THE BILL THERE, HB 1195 AND SB 1322 WOULD REQUIRE THAT
11:21:09 CITIES HAVE A SUPERMAJORITY TO RAISE THEIR MILLAGE RATE.
11:21:13 ALTHOUGH THIS DOESN'T -- MAY NOT AFFECT ESTERO, IT COULD IN
11:21:19 THE FUTURE.
11:21:22 AND ONE FUNNY THING HAPPENED WHEN I WAS ON A TELECONFERENCE
11:21:26 CALL AND DISCUSSING THESE VARIOUS BILLS, ONE OF OUR LOCAL
11:21:31 ELECTED REPRESENTATIVES ASKED, WELL, IF THERE IS A

11:21:35 SUPERMAJORITY TO RAISE THE MILLAGE, FOR CITIES WHO
11:21:40 FREQUENTLY LOWER THEIR MILLAGE, SHOULDN'T THERE BE A
11:21:43 SUPERMAJORITY FOR THAT AS WELL?
11:21:45 I THOUGHT THAT WAS FUNNY CONSIDERING HOW WE HAVE BEEN ABLE
11:21:49 TO DO THAT EVERY YEAR.
11:21:50 THESE ARE LOCAL GOVERNMENT IMPACT FEES THAT WOULD HURT US
11:21:57 MORE THAN ANYTHING ELSE.
11:21:59 QUITE A FEW OF THEM.
11:22:05 IMPACT FEES.
11:22:05 HB 1635 AND SB 1796, THESE BILLS REQUIRE LOCAL GOVERNMENTS
11:22:12 THAT ADOPT AND COLLECT IMPACT FEES BY ORDINANCE TO ENSURE
11:22:16 THAT THE IMPACT FEE IS COLLECTED ONLY IF THE RELEVANT
11:22:24 PROPERTY RECEIVES THE SERVICE FOR WHICH THE FEE WAS
11:22:27 ASSESSED.
11:22:28 IT WILL ALSO REQUIRE LOCAL GOVERNMENT TO ESTABLISH IMPACT
11:22:31 FEE ZONES OR DISTRICTS TO ASSURE THE FEE IS EXPENDED WITHIN
11:22:37 THE APPROPRIATE ZONE.
11:22:38 AGAIN, THERE ARE BILLS TO RESTRICT HOW PERMITTING IS CARRIED
11:22:44 OUT AND, OF COURSE, THERE IS THE PERENNIAL VACATION RENTAL
11:22:49 BILL AND THEN THE SOVEREIGN IMMUNITY BILL, WHICH WILL RAISE
11:22:52 LIMITS ON CLAIMS FROM 200,000 PER PERSON AND 300,000 PER
11:22:57 INCIDENT TO 400,000 PER PERSON AND 600,000 PER INCIDENT,
11:23:03 WHICH COULD ENCOURAGE MORE LAWSUITS AGAINST MUNICIPALITIES.
11:23:09 WE HAVE A VERY SHORT TIME FRAME TO MAKE OUR POINT IN
11:23:13 TALLAHASSEE.

11:23:15 SESSION WILL BE OVER IN THE BEGINNING OF MARCH.
11:23:18 SO I NEED ALL OF YOUR HELP.

11:23:23 IF ANYTHING COMES FROM THE VILLAGE, I WOULD HOPE THAT WE
11:23:25 WOULD ALL SIGN ON TO IT AS A COUNCIL TRYING TO INFLUENCE OUR
11:23:31 LEGISLATURES NOT TO PASS BILLS THAT WOULD CERTAINLY HURT US.
11:23:37 SO THAT'S WHAT I'M URGING EVERYBODY TO DO.
11:23:40 I WANT TO THANK ROB FOR HIS WONDERFUL NOTE THAT HE SENT US
11:23:49 ON ALL THE BILLS THAT COULD HARM MUNICIPALITIES.
11:23:52 IT WAS A GREAT READ, ROB, AND IF YOU GO THROUGH IT AND SEE
11:23:59 ALL THE THINGS THAT THEY ARE TRYING TO DO TO PREEMPT WHAT WE
11:24:03 CAN DO BEST FOR OUR COMMUNITY, PLEASE TAKE A LOOK AT IT,
11:24:07 READ IT.
11:24:07 IF YOU HAVE ANY QUESTIONS, PLEASE LET ME KNOW.
11:24:10 I CAN GET YOU MORE INFORMATION ON ANY OF THESE BILLS.
11:24:14 AGAIN, I ASK VILLAGE STAFF TO PLEASE HELP ME IN FIGHTING
11:24:18 SOME OF THESE LEGISLATIVE BILLS THAT COULD POSSIBLY HARM US.
11:24:21 THAT'S EVERYTHING I HAVE, MAYOR.
11:24:23 >>Mayor McLain: I'LL CARRY ON A LITTLE BIT ABOUT FOLKS
11:24:26 TRYING TO TAKE CONTROL OF LOCAL MUNICIPALITIES.
11:24:28 I'M ON THE MPO, AS I INDICATED EARLIER, AT THE PREVIOUS
11:24:34 MEETING WHICH I THINK WAS LAST WEEK SOMETIME, THERE'S
11:24:38 LEGISLATIVE ACTION SUBMITTED TO STUDY THE COMBINING OF THE
11:24:41 LEE COUNTY AND COLLIER COUNTY MPOs.
11:24:47 AND THEY HAVE TRIED THIS LAST YEAR AND IT'S STILL IN, I
11:24:51 THINK, UP IN HILLSBOROUGH, PINELLAS, AND PASCO TO BRING ALL

11:24:55 THOSE TOGETHER.
11:24:56 I JUST WANT TO GIVE MY PERSONAL OPINIONS ON THIS.
11:24:59 I DON'T THINK THAT IS A VERY GOOD IDEA.
11:25:01 AT ALL.
11:25:03 BECAUSE THE MPOs ARE DESIGNED TO BE LOOKING AT THE
11:25:06 METROPOLITAN AREA, BASICALLY LEE COUNTY.
11:25:08 WE HAVE SPECIFIC NEEDS FOR TRANSPORTATION AND THE LIKE.
11:25:12 WE WANT TO ADDRESS SAFETY AND ALL THAT, WHICH ARE DIFFERENT
11:25:15 FROM WHAT GOES ON IN COLLIER COUNTY.
11:25:18 BUT THERE IS A NEED, SO BY COMBINING THEM, WE REALLY LOSE
11:25:24 THE ABILITY TO MANAGE OUR OWN BACKYARD, WHICH IS A BIG
11:25:28 BACKYARD.
11:25:29 IN LEE COUNTY, WE'RE APPROACHING A MILLION PEOPLE.
11:25:33 SO THAT'S BECOMING SIZABLE.
11:25:35 I DON'T KNOW HOW BIG COLLIER COUNTY IS, BUT THEY HAVE THEIR
11:25:38 OWN NEEDS IN THERE.
11:25:39 BY COMBINING THEM, YOU GET LOST IN THE SHUFFLE.
11:25:44 I GAVE COPIES OF THIS POTENTIAL LEGISLATION TO EACH OF THE
11:25:49 COUNCIL MEMBERS.
11:25:50 I WILL TRY TO KEEP YOU INFORMED AS TO HOW THAT'S GOING.
11:25:54 IT WON'T GET PASSED THIS YEAR, BUT IT MAY GO TO THE
11:25:58 LEGISLATURE FOR MEETINGS AND IT GOES THROUGH AT A PACE.
11:26:03 SO WE'RE HOPEFUL THAT WON'T HAPPEN.
11:26:06 IT IS IMPORTANT THAT THE COMBINED LEE AND COLLIER COUNTIES

11:26:13 TALK TO EACH OTHER BECAUSE THERE ARE COMMON TRANSPORTATION

11:26:15 PROBLEMS IN THE REGION.
11:26:21 THERE'S BEEN -- I'M RELATIVELY NEW TO IT, BUT THERE'S BEEN
11:26:25 SOME DIFFICULTIES IN THE PAST FOR COLLIER AND LEE TO SIT
11:26:28 DOWN AT A COMMON TABLE AND COME UP WITH WHAT ARE THE ISSUES
11:26:31 WE HAVE AND HOW DO WE BEST ADDRESS THOSE.
11:26:35 AND THAT'S BECOME KIND OF PUBLIC INFORMATION AT THE
11:26:38 LEGISLATIVE LEVEL AND THAT'S WHAT IS CAUSING THIS TO HAPPEN.
11:26:41 THEY ARE SAYING YOU GUYS CAN'T WORK TOGETHER, SO WE'RE GOING
11:26:44 TO HELP YOU DO THAT BY COMBINING THEM AND WE WILL BE THE
11:26:49 DOMINATING FORCE.
11:26:51 SO I DON'T THINK -- THAT MAKES SENSE.
11:26:53 THERE IS WORK TO BE DONE TO GET A COOPERATIVE ATMOSPHERE
11:26:56 BETWEEN THE TWO MPOs AND THE MPO LEE COUNTY IS WORKING ON
11:27:00 HOW WE'RE GOING TO ESTABLISH A GOOD WORKING RELATIONSHIP.
11:27:04 READ THIS OVER IF YOU WANT AND I'LL KEEP YOU INFORMED OF
11:27:07 WHAT'S GOING ON.
11:27:08 IN THAT LIGHT, WE HAVE COMMONALITY.
11:27:15 WE'VE ALL HEARD OF CR 951 AND WHERE IT COULD POTENTIALLY GO.
11:27:21 LEE COUNTY IS GOING TO WORK WITH COLLIER COUNTY, I BELIEVE,
11:27:25 TO COMMISSION A STUDY AS TO WHAT'S THE PROPER ROUTE.
11:27:30 WHAT IS THE FEASIBILITY OF DOING THIS AND THE LIKE, AND THAT
11:27:33 CAN HAVE SOME SEVERE IMPACTS ON ESTERO, WHERE THAT LOAD AND
11:27:38 WHERE THE CONNECTOR IS.
11:27:39 IT'S LOOKING AT GOING FROM IMMOKALEE ROAD TO CONNECT INTO
11:27:44 ALICO ROAD.

11:27:45 YOU CAN LOOK AT WHERE THAT COULD IMPACT.
11:27:47 IT IS A PRETTY SIGNIFICANT AREA.
11:27:49 THEY ARE JUST COMMISSIONING A STUDY TO HAVE THAT.
11:27:52 I'VE GIVEN YOU COPIES OF WHAT THAT STUDY IS GOING TO ENTAIL.
11:27:55 ONCE AGAIN, WE MEET ONCE A MONTH.
11:27:57 I'LL KEEP YOU INFORMED AS TO WHAT THE STATUS OF THAT IS,
11:28:00 AND, STEVE, WE OBVIOUSLY WANT TO KEEP INVOLVED IN THAT AT A
11:28:05 TOP LEVEL AND HAVE OUR INFLUENCE IN THAT.
11:28:08 I THINK THAT'S TWO PRETTY BIG ISSUES IN THERE.
11:28:12 THE LAST ITEM IS I ATTENDED THE FLORIDA GULF COAST
11:28:19 INDOCTRINATION OF THEIR NEW PRESIDENT, AND IT WAS PRETTY
11:28:24 IMPRESSIVE CEREMONY.
11:28:25 I'VE NEVER SEEN SO MANY EDUCATED PEOPLE GOWNED UP IN ONE
11:28:30 PLACE.
11:28:30 THEY MUST HAVE BEEN, HOW MANY, 400 OF THEM OR SO IN THERE.
11:28:34 BUT IT WAS A VERY IMPRESSIVE CEREMONY.
11:28:36 I DIDN'T HAVE A CHANCE TO STAY FOR LUNCH, BUT I HEARD THE
11:28:40 LUNCH WAS REALLY GOOD.
11:28:41 BUT THE POINT BEING IS THAT WE HAVE A GREAT RELATIONSHIP
11:28:43 WITH LEE COUNTY SCHOOLS AND I THINK WE HAVE A GREAT

11:28:46 RELATIONSHIP AND AN IMPORTANT RELATIONSHIP WITH FLORIDA GULF
11:28:49 COAST.
11:28:50 THEY CAN PROVIDE NUMEROUS THINGS FOR QUALITY OF WATER.
11:28:56 TRY TO GET THEM TO TALK ABOUT QUANTITY OF WATER IS VERY
11:29:00 IMPORTANT ALSO, ESPECIALLY SINCE WE JUST HEARD THAT THE

11:29:03 UNINCORPORATED AREAS OF LEE COUNTY, BECAUSE OF WATER
11:29:07 RESTRICTION AND THE AQUIFER, THEY ARE LIMITING WATER TO ONE
11:29:12 DAY A WEEK.
11:29:13 IF YOU LOOK AROUND AND YOU SAY WHAT'S THAT GOING TO DO TO
11:29:17 LANDSCAPE IF YOU HAVE SOME, ST. AUGUSTINE REQUIRES AT LEAST
11:29:21 TWO WATERS A WEEK AT BARE MINIMUM.
11:29:24 SO AT THIS POINT MY BEST UNDERSTANDING IS THAT IT ONLY
11:29:28 APPLIES TO THE UNINCORPORATED AREAS OF LEE COUNTY.
11:29:33 BUT WE NEED TO LOOK AT SOLUTIONS TO ANY POTENTIAL WATER
11:29:41 SHORTAGES OUT THERE AND EVERYBODY CAN READ BETWEEN THE LINES
11:29:45 ON THAT.
11:29:45 THAT'S ALL MY COMMENTS.
11:29:47 I APPRECIATE ALL OF YOUR COMMENTS IN THERE.
11:29:50 I THINK IT IS A GREAT, GREAT DAY IN HERE.
11:29:52 LET'S SEE WHAT WE'VE GOT ON THE AGENDA, IF I CAN FIND MY
11:29:59 NOTES.
11:29:59 WE'LL GO TO THE VILLAGE ATTORNEY FOR HIS COMMENTS.
11:30:12 >>Robert Eschenfelder: I JUST WANT TO GIVE YOU ALL A QUICK
11:30:15 UPDATE ON THE VARIOUS LITIGATION ITEMS THAT ARE OUTSTANDING.
11:30:18 YOU ALL GOT MY E-MAIL ON THE CERTIORARI PETITION THAT WAS
11:30:22 FILED RELATED TO THE APARTMENT COMPLEX APPEAL.
11:30:25 I DID FILE A MOTION TO DISMISS THAT, POINTING OUT TO THE
11:30:30 JUDGE THAT THEY DID NOT FILE THE THICK NOTEBOOK THAT WAS THE
11:30:34 RECORD BEFORE YOU.
11:30:36 THEY DID NOT FILE A TRANSCRIPT OF THE HEARING.

11:30:38 THE JUDGE REALLY ISN'T ABLE TO DETERMINE WHETHER THERE IS
11:30:43 CAUSE TO EVEN REQUIRE US TO RESPOND UNTIL THEY FILE THOSE.
11:30:47 I SUSPECT THAT THEY DIDN'T DO THAT JUST TO TRY TO SAVE MONEY
11:30:50 OR WHATEVER.
11:30:50 IF THEY ARE GOING TO DO IT, THEY'VE GOT TO DO IT THE RIGHT
11:30:53 WAY OR ELSE WE DON'T HAVE TO SPEND OUR TIME AND RESOURCES.
11:30:56 WE'LL SEE WHAT THE JUDGE DOES WITH THAT.
11:30:58 AGAIN, AS I HAVE INDICATED TO YOU ALL, I THINK YOU ALL HAD
11:31:02 MORE THAN AMPLE RECORD AND EVIDENCE BEFORE YOU TO SUPPORT
11:31:05 YOUR DECISION.
11:31:06 SO THAT WILL BE THAT.
11:31:07 THE FOUNTAIN LAKES ABBIATI DENTIST CASE, WHILE WE WERE
11:31:14 DISMISSED OUT OF IT, I CONTINUE TO MONITOR IT.
11:31:17 THE PARTIES ELECTED TO GO TO MEDIATION.
11:31:19 WITH ANY HOPE, THEY WILL BE ABLE TO WORK OUT THEIR
11:31:23 DIFFERENCES BETWEEN THEM AND BE ABLE TO DISMISS THAT LAWSUIT

11:31:26 AND MOVE FORWARD.
11:31:27 IF NOT, THEN THEY'LL GO BACK TO THE JUDGE AND THE JUDGE WILL
11:31:31 DO WHAT THE JUDGE DOES.
11:31:32 THE SUPERIOR LANDSCAPE VERSUS VILLAGE LAWSUIT, YOU ALL HAD
11:31:37 AUTHORIZED ME TO OFFER A HUNDRED THOUSAND.
11:31:39 LAST EVENING, I GOT A RESPONSE THAT SUPERIOR REJECTED THAT.
11:31:44 THEY CAME BACK AT 140.
11:31:48 THE GOOD NEWS THERE IS THAT'S A DEPARTURE FROM THEIR
11:31:51 ORIGINAL 220 DEMAND.

11:31:54 I CONTINUE TO THINK IT'S A CASE THAT -- I'LL CONTINUE TO
11:31:59 TALK WITH OPPOSING COUNSEL AND SEE IF A REASONABLE MIDDLE
11:32:03 GROUND CAN'T BE ARRIVED AT AND COME BACK TO YOU LATER ON
11:32:07 THAT.
11:32:07 FINALLY, THE DUKE GARAGE CASE, I WORKED WITH THE RILEY'S
11:32:11 ATTORNEY TO FILE A JOINT MOTION FOR SUMMARY JUDGMENT TO TRY
11:32:14 TO GET THAT SORT OF FINAL DETERMINATION, ORDER FROM THE
11:32:18 JUDGE TO TELL MR. DUKE TO BRING HIS GARAGE INTO COMPLIANCE.
11:32:22 MR. DUKE THEN WENT OUT AND OBTAINED LEGAL COUNSEL WHO
11:32:27 INTERESTING, LAST NAME IS DUKE.
11:32:29 I DON'T KNOW IF IT IS A RELATIVE OR WHATNOT.
11:32:31 BUT HE IS A YOUNG MAN OUT OF THE NAPLES AREA.
11:32:34 IN ANY EVENT, HE'S FILED A MOTION TO ASK THE JUDGE TO
11:32:38 RECONSIDER THE JUDGE'S PRIOR ORDER THAT FOUND THE PERMIT TO
11:32:42 BE VOID.
11:32:44 I DON'T REALLY SEE THAT AS GOING ANYWHERE.
11:32:46 THERE WILL BE SOME ADDED DELAY, BUT I THINK AT THE END OF
11:32:51 THE DAY WITH RESPECT TO THAT CASE WE'LL STILL END UP WHERE I
11:32:55 PREDICTED TO BE, THAT THE JUDGE WILL ULTIMATELY ORDER MR.
11:32:57 DUKE TO BRING HIS GARAGE INTO COMPLIANCE.
11:33:00 THAT'S ALL I HAVE.
11:33:00 THANK YOU, MAYOR.
11:33:01 >>Mayor McLain: THANK YOU.
11:33:02 VILLAGE MANAGER.
11:33:02 >>Steven Sarkozy: NOTHING TO REPORT.

11:33:03 >>Mayor McLain: WOW.
11:33:04 OKAY.
11:33:08 WE WILL NOW ADJOURN THE REGULAR SESSION AND CONVENE A
11:33:14 WORKSHOP.
11:33:15 WE'VE GOT TWO ITEMS ON HERE.
11:33:18 THEY LOOK LIKE THEY COULD BE -- TAKE A LITTLE BIT OF TIME.
11:33:22 IF COUNCIL NEEDS, TAKE A SEVEN-MINUTE BREAK.
11:33:27 WE COULD TAKE A BREAK OR IF YOU WANT TO CHARGE THROUGH, WE
11:33:30 COULD DO THAT.
11:33:31 ANYBODY FEEL THEY NEED A BREAK OR KEEP MOVING?
11:33:34 YOU WANT A BREAK?
11:33:38 OKAY.

11:33:39 WE'LL ADJOURN.
11:33:41 LET'S BE BACK HERE AT 11:40.
11:33:44 [RECESS]
11:42:23 >>Mayor McLain: THE WORKSHOP, THE FIRST WORKSHOP RELATES TO
11:42:29 ITEM 10A, UPDATE ON DEVELOPMENT PROJECTS IN ESTERO.
11:42:35 STEVE, WOULD YOU LIKE TO INTRODUCE THIS ITEM?
11:42:44 >>Steven Sarkozy: MIGHT I SUGGEST THAT WE'VE GOT OUR
11:42:48 CHAIRPERSON OF OUR PLANNING AND ZONING BOARD WHO -- THE
11:42:56 PLANNING AND ZONING BOARD ARE OUR PARTNERS IN ALL THE
11:42:59 DEVELOPMENT THAT'S GOING ON, AND THEY HAVE DONE A GREAT JOB
11:43:02 IN SHEPHERDING PROJECTS THROUGH AND VETTING THEM AND
11:43:06 IMPROVING THE QUALITY OF THE PROJECTS BEFORE THEY ACTUALLY
11:43:08 GET TO THE VILLAGE COUNCIL.

11:43:10 SCOTTY IS HERE TODAY AND WANTED TO PROVIDE A LITTLE REPORT
11:43:16 AND UPDATE TO THE VILLAGE COUNCIL.
11:43:17 COULD WE TAKE THAT ONE?
11:43:19 >>Mayor McLain: YEAH, THAT'S FINE.
11:43:21 >>Steven Sarkozy: THANK YOU.
11:43:24 >> GOOD MORNING.
11:43:26 BEFORE MARY DAZZLES YOU WITH HER PICTURE SHOW, I THOUGHT I
11:43:29 WOULD OFFER SOME GENERAL COMMENTARY.
11:43:32 IT'S REALLY A PLEASURE FOR THE PLANNING AND ZONING AND
11:43:37 DESIGN BOARD TO BE ABLE TO SERVE THE RESIDENTS.
11:43:40 AS YOU KNOW, WE ARE THE STATE REQUIRED LOCAL PLANNING
11:43:44 AGENCY, AND WE ARE RESPONSIBLE FOR DEVELOPING AND
11:43:49 IMPLEMENTING POLICIES, RECOMMENDATIONS, AND DECISIONS THAT
11:43:53 FOSTER THE RESPONSIBLE DEVELOPMENT OF THE VILLAGE.
11:43:58 WE STRIVE TO BALANCE THE DESIRED AND GROWING NATURE OF THE
11:44:02 VILLAGE AND THE LANDOWNER'S RIGHTS TO DEVELOP THEIR
11:44:06 PROPERTIES WITH THE NEED TO PLAN THE NECESSARY
11:44:09 INFRASTRUCTURE TO SUPPORT THE GROWTH THAT'S OCCURRING.
11:44:11 NOW, AS 2023 BEGAN AND THE VILLAGE WAS REELING FROM THE
11:44:20 DEVASTATION OF HURRICANE IAN, WE WERE UNSURE THAT GROWTH
11:44:24 WOULD CONTINUE.
11:44:27 WELL, WE WERE WRONG.
11:44:29 ACTIVITY IN 2023 WAS ROBUST.
11:44:35 DEMAND FOR NEW RESIDENTIAL HOUSING AND RELATED COMMERCIAL
11:44:38 SUPPORT CONTINUED VIRTUALLY UNABATED.

11:44:44 AND WE DID OBSERVE A DEMOGRAPHIC TREND, HOWEVER, TOWARDS
11:44:49 SMALLER HOUSING SIZE AND INCREASED DEMAND FOR RENTAL UNITS,
11:44:53 AND THAT'S IN LINE WITH THE NATIONAL TREND IN THE SAME
11:44:56 DIRECTION.
11:44:58 AS YOU KNOW, THE VILLAGE APPROVED SEVERAL INFRASTRUCTURE
11:45:03 IMPROVEMENTS.
11:45:05 WILLIAMS ROAD IMPROVEMENTS.
11:45:07 CONVERSION OF OUR SEPTIC AREAS WITH SEPTIC SYSTEMS.

11:45:11 A LOW-IMPACT WALKING PARK AND, OF COURSE, THE NEW
11:45:14 RECREATIONAL FACILITY ON THE NORTH SIDE OF WILLIAMS ROAD
11:45:18 BETWEEN VIA COCONUT AND THE DRIVING RANGE, WHICH WILL
11:45:22 INCLUDE HIGHLY SOUGHT AFTER PICKLEBALL COURTS AS WELL AS
11:45:26 INDOOR RECREATION AND A RESTAURANT FACILITY.
11:45:30 OUTSIDE OF ESTERO, I WANT TO EMPHASIZE THE SERIOUSNESS OF
11:45:36 THE FUTURE CONGESTION ALONG CORKSCREW ROAD.
11:45:39 THE COUNTY HAS APPROVED A TOTAL OF JUST UNDER 24,000
11:45:45 RESIDENTIAL UNITS EAST OF ESTERO.
11:45:49 AND THE PRIMARY EAST-WEST ACCESS, AS WE ALL KNOW, IS
11:45:52 CORKSCREW ROAD.
11:45:55 24,000 UNITS CONVERTS TO OVER 50,000 POPULATION, IF YOU USE
11:46:00 THE 2.2 MULTIPLIER.
11:46:02 SO IT IS SOMETHING THAT IS GOING TO BE ON OUR AGENDA AS FAR
11:46:08 IN THE FUTURE AS WE CAN THINK AT THIS POINT IN TIME.
11:46:11 AND I JUST WANT TO ENCOURAGE US TO MOVE FORWARD IN
11:46:15 CONVERSATIONS WITH LEE COUNTY TO GET CORKSCREW ROAD EXPANDED

11:46:20 MOVING EAST AND DO SO AS SOON AS POSSIBLE.
11:46:24 THE ONLY OTHER AREA WHERE WE HAVE ANY CONGESTION DILEMMA TO
11:46:30 SPEAK OF IS THE AREA OF COCONUT ROAD ALONG THE WEST SIDE OF
11:46:34 U.S. 41.
11:46:37 BUT I WANTED TO JUST SHARE A LITTLE VIGNETTE ABOUT THAT.
11:46:40 YOU'RE FAMILIAR WITH IT AND THE RITZ-CARLTON RESIDENCES THAT
11:46:47 ARE BEING BUILT, BUT WITH THE CONSTRUCTION UNDERWAY, MY
11:46:50 COMMUNITY OF WEST BAY HAS ALREADY OBSERVED NATURAL SPECIES
11:46:55 MIGRATION NORTH AS ANIMALS SEARCH FOR NEW HABITAT.
11:47:01 IT REMINDS ME OF THE IMPORTANCE OF OUR WORK TO RESPONSIBLY
11:47:06 ACCOMMODATE THE PEOPLE WHO HAVE CHOSEN TO MOVE TO OUR AREA
11:47:13 IN SEARCH OF NEW HABITAT.
11:47:18 IT MAKES OUR WORK MUCH MORE IMPORTANT WHEN YOU THINK IT FROM
11:47:21 THAT PERSPECTIVE.
11:47:22 LASTLY, ON A PERSONAL NOTE, I'VE LEARNED THE HARD WAY THAT
11:47:28 GETTING OLD IS NOT FOR SISSIES.
11:47:31 MY HEALTH ISSUES COUPLED WITH MY AGE IS RESTRICTING TRAVEL,
11:47:37 WHICH WILL PREVENT ME FROM TRAVELING FROM NORTH CAROLINA TO
11:47:40 FLORIDA EACH MONTH DURING THE SUMMER TO CHAIR SCHEDULED PZDB
11:47:45 MEETINGS.
11:47:46 ACCORDINGLY, MARY AND I HAVE AGREED THAT I SHOULD STEP DOWN
11:47:50 AS CHAIR OF THE PZDB, BUT WITH YOUR APPROVAL REMAIN AS A
11:47:55 MEMBER OF THE BOARD ATTENDING SUMMER MEETINGS VIA VIRTUAL
11:47:59 TECHNOLOGY.
11:48:00 IT'S BEEN A PROFOUND HONOR AND PLEASURE TO BE YOUR CHAIRMAN

11:48:04 SINCE SHORTLY AFTER INCORPORATION.
11:48:08 AND I THANK YOU AND YOUR PREDECESSORS FOR THE OPPORTUNITY.
11:48:12 I'LL STAND FOR ANY COMMENTS OR QUESTIONS BEFORE WE TURN IT
11:48:14 OVER TO MARY.

11:48:16 >>Mayor McLain: WELL, I WOULD LIKE TO THANK YOU FOR YOUR
11:48:18 NUMEROUS YEARS INVOLVED IN HELPING US IN A ROBUST WAY TO
11:48:24 DEVELOP A BEAUTIFUL VILLAGE THAT WE HAVE IN HERE.
11:48:27 AS FAR AS I'M CONCERNED, I'M -- WE'D LOVE TO HAVE YOU BE
11:48:35 AVAILABLE WITH YOUR SKILLS AND CAPABILITIES BY STEPPING DOWN
11:48:39 BUT STILL BE A MEMBER OF THE BOARD THERE.
11:48:44 I WANT TO THANK NOT JUST YOU BUT ALL OF THE MEMBERS HAVE
11:48:48 DONE A REALLY GREAT JOB.
11:48:49 I'VE LISTENED TO THESE NUMEROUS MEETINGS.
11:48:52 THEY ARE LONGER THAN OUR MEETINGS IN HERE, AND YOU GET SOME
11:48:56 REALLY PRETTY ROBUST COMMENTS AND THE LIKE AS YOU MOVE THESE
11:49:02 PROJECTS FORWARD.
11:49:02 THANK YOU FOR YOUR NUMEROUS YEARS, AND WE WISH YOU GOOD
11:49:07 HEALTH AND LONG, LONG HEALTHY LIFE IN THERE.
11:49:10 ANY OTHER COMMENTS FROM COUNCIL?
11:49:12 >>Vice-Mayor Ribble: MR. MAYOR, I THINK THAT NEEDS A ROUND
11:49:15 OF APPLAUSE FOR SCOTTY.
11:49:16 [APPLAUSE]
11:49:16 AND THANK YOU.
11:49:19 FOR YOUR DEDICATION AND YEARS OF SERVICE AND THE HARDSHIP OF
11:49:24 MOVING BACK AND FORTH DURING THE SUMMER.

11:49:26 WE REALLY APPRECIATE IT.
11:49:27 THANK YOU.
11:49:28 WITH YOUR WORK, YOU TAKE A BURDEN OFF THE COUNCIL IN A WAY
11:49:32 BECAUSE YOU GET ALL THOSE REALLY DECISIVE QUESTIONS ANSWERED
11:49:38 BEFORE THEY COME TO US AND WE THANK YOU FOR THAT.
11:49:42 >> WE'RE FORTUNATE WE HAVE A GOOD, STRONG BOARD AND IT'S
11:49:45 REALLY A PLEASURE TO BE ABLE TO DO THAT.
11:49:50 >>George Zalucki: SCOTTY, I WOULD LIKE TO PERSONALLY THANK
11:49:52 YOU AS WELL FOR EVERYTHING YOU HAVE DONE FOR THIS COMMUNITY,
11:49:55 YOU AND THE BOARD.
11:49:57 AS THE VICE-MAYOR INDICATED, YOU ARE THE FIRST LINE OF
11:50:00 DEFENSE.
11:50:00 YOU GUYS ARE IN THE TRENCHES.
11:50:01 BY THE TIME IT GETS TO US, IT'S USUALLY SPIT, POLISHED AND
11:50:07 CLEAN AND VERY UNDERSTANDABLE.
11:50:09 THANK YOU FOR THE WORK YOU DO AND THE BOARD DOES.
11:50:11 MR. MAYOR, I DON'T KNOW IF A MOTION IS REQUIRED IN ORDER TO
11:50:14 ALLOW SCOTTY TO PERFORM HIS DUTIES REMOTELY.
11:50:19 ROB, I DON'T KNOW IF THAT CONFLICTS WITH ANY OF OUR CURRENT
11:50:23 POLICIES, BUT IF IT DOES NOT CONFLICT, I WOULD CERTAINLY BE
11:50:26 ONE TO ENTERTAIN THAT MOTION.
11:50:29 >>Mayor McLain: MARY HAS HER HAND UP.
11:50:30 CALLING ON MARY.
11:50:36 >>Mary Gibbs: I WAS JUST GOING TO SAY THAT I THINK IN YOUR
11:50:40 DESK PACKET TODAY IS A LITTLE PROCEDURE BECAUSE WE HAVE FOUR

11:50:44 APPOINTMENTS OF PLANNING AND ZONING THAT ARE COMING UP FOR
11:50:47 REAPPOINTMENT AT THE END OF APRIL.
11:50:49 AND THEN WE ALSO HAVE A COUPLE OF VACANCIES THAT HAVE BEEN
11:50:52 ON THE BOARD FOR A WHILE.
11:50:53 WE HAVE PUT IN YOUR DESK PACKET A LITTLE PROCESS FOR WHAT WE
11:50:58 WERE GOING TO DO TO GET AN ADVERTISEMENT OUT AND THEN HOW WE
11:51:02 WILL COME BACK TO THE COUNCIL WITH YOU ALL TO DETERMINE WHO
11:51:06 YOU WANT TO BE ON THAT BOARD.
11:51:08 >>Mayor McLain: THAT WILL HAPPEN SUMMERTIME.
11:51:13 >>Mary Gibbs: WELL, YEAH, I THINK SCOTTY CAN PARTICIPATE
11:51:15 REMOTELY.
11:51:17 AS LONG AS WE HAVE A QUORUM, WE HAVE ALLOWED THAT.
11:51:19 I DON'T THINK WE HAVE TO CHANGE OUR RULES TO DO THAT, BUT WE
11:51:21 CAN LOOK AT THAT.
11:51:23 I DID WANT TO SAY WE HAVE THAT PROCESS IN PLACE.
11:51:25 I HAVE REACHED OUT TO THE FOUR MEMBERS WHOSE TERMS COME UP
11:51:28 FOR REAPPOINTMENT TO SEE IF THEY WERE INTERESTED IN BEING
11:51:30 REAPPOINTED, AND THEY ALL SAID YES.
11:51:35 >> WE'RE LOOKING AT MARCH, RIGHT?
11:51:37 >>Mary Gibbs: I THINK IN MARCH, YEAH.
11:51:39 THEIR TERMS EXPIRE APRIL 30th.
11:51:44 >>Mayor McLain: ANY OTHER COMMENTS?
11:51:46 >> STAY UP HERE.
11:51:48 YOU'RE NEXT.
11:51:49 >>Mayor McLain: SHE'S TRYING TO STEAL YOUR TIME.

11:51:53 >>Jim Ward: SCOTTY, I WANT TO ECHO THE COMMENTS MADE AND
11:51:56 THANK YOU FOR YOUR SERVICE TO THE COMMUNITY.
11:51:57 YOU GUYS DO YEOMAN'S WORK AT THE PZB AND THANK YOU FOR ALL
11:52:02 YOU HAVE DONE.
11:52:03 >> THANK YOU, JIM.
11:52:05 >>Larry Fiesel: I WOULD LIKE TO THANK YOU ALSO AND YOUR
11:52:07 GROUP.
11:52:08 YOU MAKE SOME FAIRLY DIFFICULT DECISIONS THAT WE APPRECIATE
11:52:12 AS COUNCIL AND APPRECIATE THE LEADERSHIP THAT YOU PROVIDED.
11:52:17 I'VE NOTICED WHEN COUNCIL MEETS ON THE WEDNESDAY AFTER YOU
11:52:22 HAD A TUESDAY NIGHT MEETING, THERE'S SOME REALLY HIGH
11:52:28 QUALITY CANDY WRAPPERS THAT ARE LEFT UP HERE.
11:52:30 [LAUGHTER]
11:52:31 BUT IT'S ONLY THE WRAPPER.
11:52:34 JUST MAKING A POINT.
11:52:35 >> YEAH, I FIND THAT SOME MEMBERS OF THE COUNCIL EAT THEM
11:52:38 ALL AND OTHERS DON'T TOUCH THEM.
11:52:39 SO THERE'S ALWAYS SOME LEFTOVERS FOR YOU.
11:52:42 >>Larry Fiesel: I DON'T KNOW WHERE THEY GO, BUT I JUST GET
11:52:45 THE WRAPPER.
11:52:47 >>Mayor McLain: ANY OTHER COMMENTS?
11:52:47 THANK YOU, SCOTTY.

11:52:50 >> ALL RIGHTY.
11:52:54 >>Mayor McLain: NOW WE'LL GO BACK TO ITEM A, MARY'S SHOW.
11:52:59 >>Mary Gibbs: MY THANKS TO SCOTTY, TOO.

11:53:01 HE'S LIKE THE ENERGIZER BUNNY.
11:53:03 HE MIGHT BE DOWN, BUT HE'S NEVER OUT.
11:53:05 THIS IS A SERIOUS TOPIC, BUT WE ALSO LIKE TO HAVE A LITTLE
11:53:11 BIT OF FUN WITH IT TO GIVE YOU THE UPDATE ON ALL THE PROJECT
11:53:14 THAT WE'VE HAD OVER THE PAST YEAR AND WHERE ARE THEY IN THE
11:53:18 PROCESS.
11:53:19 YOU SEE THEM SOMETIMES, PLANNING, ZONING, DESIGN BOARD SEES
11:53:23 THEM.
11:53:23 SOMETIMES IT SEEMS LIKE THEY NEVER COME FORWARD BECAUSE
11:53:26 SOMETIMES DEVELOPMENT PROCESS TAKES A WHILE.
11:53:29 I JUST WANT TO GIVE YOU AN UPDATE OF WHERE WE ARE SINCE WE
11:53:34 WERE HERE LAST YEAR.
11:53:35 I WANT TO TALK ABOUT PROJECTS THAT ARE UNDER CONSTRUCTION
11:53:39 AND SOME THAT HAVE RECENTLY BEEN COMPLETED.
11:53:43 I WANT TO TOUCH ON NEW BUSINESSES AND REMODELS, FUTURE
11:53:46 PROJECTS, AND THEN SOME OF THE THINGS YOU ASKED, LIKE
11:53:48 WHATEVER HAPPENED TO THIS PROJECT, AND THEN THERE MIGHT BE A
11:53:51 LITTLE POP QUIZ AT THE END FOR SOME.
11:53:55 YOU WON'T BE GRADED ON IT, SO IT'S OKAY.
11:53:57 PROJECTS UNDER CONSTRUCTION AND WHY DID THAT "N" END UP
11:54:03 THERE.
11:54:03 VERY WEIRD.
11:54:04 AND RECENTLY COMPLETED.
11:54:06 THESE ARE PROJECTS THAT HAVE BEEN REVIEWED BY PLANNING
11:54:10 ZONING AND DESIGN BOARD, FOR THE MOST PART.

11:54:13 THEY REVIEW THE DEVELOPMENT ORDERS WHICH ARE YOUR SITE PLAN
11:54:16 APPROVALS.
11:54:16 THEY LOOK AT MONUMENT SIGNS.
11:54:19 THEY LOOK AT REZONINGS, IN WHICH CASE THEY MAKE A
11:54:21 RECOMMENDATION TO COUNCIL, AND THEN THE COUNCIL MAKES THE
11:54:24 DECISION ON REZONINGS AND PLATS.
11:54:26 WHY IS THERE A LINE IN HERE?
11:54:31 ANYWAY, RIVERCREEK IS ON CORKSCREW ROAD AND THAT'S THE
11:54:36 PROJECT THAT IS BETWEEN BELLA TERRA PRESERVE AND WILDCAT RUN
11:54:41 TO THE WEST, AND THIS IS JUST A PICTURE OF THEIR FRONT
11:54:44 ENTRANCE, WHICH IS A WALL SIGN.
11:54:47 IT'S LIKE A MONUMENT SIGN, BUT I CALL IT LIKE A MONUMENTAL
11:54:50 SIGN, BECAUSE IF YOU DRIVE BY, YOU'LL SEE IT'S VERY BIG.
11:54:53 >>Mayor McLain: THE BIGGEST ONE IN ALL OF ESTERO?
11:54:56 >>Mary Gibbs: THE MONUMENT SIGN IS NOW MONUMENTAL.
11:54:59 IT'S VERY LARGE.
11:55:00 YOU CAN'T MISS IT.
11:55:01 IN RIVERCREEK, THAT IS THE PROJECT THAT WAS CALLED CORKSCREW

11:55:05 CROSSING WHEN IT CAME IN FOR APPROVAL AT THE COUNCIL.
11:55:09 IT ACTUALLY WAS APPROVED BY THE COUNTY.
11:55:13 MANY YEARS AGO IT WAS CALLED MONTE CRISTO.
11:55:16 WHEN THE COUNTY APPROVED IT, THEY APPROVED IT FOR
11:55:18 MULTIFAMILY, A LOT MORE UNITS THAN WHAT IS ACTUALLY BEING
11:55:20 BUILT.
11:55:21 WE HAD A SETTLEMENT AGREEMENT WITH THE DEVELOPER AT THE TIME

11:55:25 BECAUSE THEY WANTED TO LOWER THE UNITS, BUT WE WANTED SOME
11:55:29 EXTRA ENVIRONMENTAL PROTECTION BECAUSE THERE'S A LOT OF
11:55:32 WETLANDS ON THE SITE.
11:55:33 WE ENDED UP SETTLING WITH THEM.
11:55:36 THEY PROPOSED DOING SINGLE-FAMILY HOMES INSTEAD OF
11:55:38 MULTIFAMILY AND ABOUT 100, 150 LESS THAN WHAT THEY WERE
11:55:43 APPROVED FOR BY THE COUNTY AND THEY ALSO MADE A FINANCIAL
11:55:46 CONTRIBUTION TO THE VILLAGE, ABOUT THREE-QUARTERS OF A
11:55:49 MILLION DOLLARS FOR ENVIRONMENTAL MITIGATION.
11:55:52 AND WE USED THAT TO PURCHASE THE RIVER OAKS PROPERTY.
11:55:56 AND THEY ALSO HAVE, IF YOU SEE THE GREEN AREA ON THE PICTURE
11:56:01 AT THE TOP IS THEIR 200-ACRE ENVIRONMENTAL PRESERVE.
11:56:05 IT'S MOSTLY WETLANDS WITH SOME UPLAND.
11:56:08 THE PROJECT IS UNDERWAY NOW.
11:56:11 THEY ACTUALLY HAVE SOLD 345 HOMES THAT WERE APPROVED FOR
11:56:16 554.
11:56:18 SO THEY ARE GOING QUITE WELL.
11:56:20 THEY HAVE STARTED THE CONSTRUCTION ON THE CLUBHOUSE AND THE
11:56:23 RECREATION SITE AND, OF COURSE, I HAD TO PUT IN THE PICTURE
11:56:26 OF PICKLEBALL BECAUSE THEY WILL HAVE PICKLEBALL.
11:56:30 WHAT IS A PRESENTATION WITHOUT SOME DISCUSSION OF
11:56:33 PICKLEBALL?
11:56:33 ESTERO CROSSINGS IS THE STOCK DEVELOPMENT PROJECT THAT'S
11:56:39 UNDER CONSTRUCTION JUST WEST OF I-75 ON CORKSCREW ROAD.
11:56:42 JUST EAST OF THE LOWE'S PLAZA.

11:56:46 IT WAS APPROVED AS A MIXED USE PLANNED DEVELOPMENT.
11:56:48 THIS IS ANOTHER ONE THAT INTERESTINGLY WAS APPLIED TO AT THE
11:56:53 COUNTY BEFORE INCORPORATION.
11:56:55 AND THEY WANTED TO DO -- AT THE TIME IT WAS CALLED GENERAL
11:56:59 INTERCHANGE AND THEY WANTED TO DO A LOT OF COMMERCIAL USES.
11:57:03 RESIDENTIAL WAS NOT ALLOWED.
11:57:04 THEY CAME IN AND TALKED TO US WHEN WE INCORPORATED BECAUSE
11:57:07 IT CAME TO THE VILLAGE, AND WE SAID WE DON'T WANT ALL THOSE
11:57:12 INTERCHANGE TYPE OF USES.
11:57:14 WE WANT SOME PROJECT WHERE THE COMMERCIAL AND THE
11:57:17 RESIDENTIAL SORT OF BLENDED TOGETHER TO MAKE A BETTER
11:57:20 PROJECT.
11:57:20 THEY ALSO WANTED FOUR STORY APARTMENTS AND THE NEIGHBORS
11:57:25 WERE CONCERNED AND WE WERE CONCERNED THAT WASN'T COMPATIBLE.

11:57:28 SO WHEN WE DID THE ZONING, THE COUNCIL ACTUALLY APPROVED
11:57:31 THEM WITH THREE-STORY MAX, NOT FOUR AND FEWER UNITS THAN
11:57:35 THEY HAD ASKED FOR, BUT INTEGRATING THE COMMERCIAL AND THE
11:57:38 RESIDENTIAL TOGETHER IS CALLED HORIZONTAL MIXED USE, SO THEY
11:57:42 HAVE A LOT OF WHAT I CALL PLACEMAKING ELEMENTS THAT MAKES IT
11:57:45 LOOK LIKE ONE PROJECT INSTEAD OF YOUR STANDARD LIKE YOU
11:57:49 MIGHT SEE A COMMERCIAL DEVELOPMENT OUT IN THE FRONT,
11:57:52 RESIDENTIAL IN THE BACK AND THEY DON'T LINK AND THEY DON'T
11:57:54 LOOK LIKE THE SAME PROJECT.
11:57:57 THEY HAVE ABOUT 300 UNITS.
11:57:58 THEY ARE UNDER CONSTRUCTION NOW.

11:58:00 COMMERCIAL ON CORKSCREW, AND THEN THEY HAVE ONE MIXED USE
11:58:04 BUILDING.
11:58:05 I'LL SHOW YOU THAT.
11:58:06 BUT THIS IS THE VIEW FROM CORKSCREW ROAD IF YOU LOOK SOUTH.
11:58:08 THE PLACEMAKING ELEMENTS THEY HAVE IN FRONT AN ART
11:58:15 SCULPTURE.
11:58:15 THAT WAS REVIEWED BY THE DESIGN REVIEW BOARD.
11:58:18 I REMEMBER THEY SAID IT WAS MAGNIFICENT BECAUSE BEAUTY IS
11:58:20 ALWAYS IN THE EYE OF THE BEHOLDER WITH ART.
11:58:23 BUT IT'S VERY -- KIND OF MAKES A NICE STATEMENT OUT IN THE
11:58:26 FRONT OF THE PROJECT.
11:58:26 THEY HAVE A PASEO, WHICH IS KIND OF A PATIO, WALKWAY AREA.
11:58:31 AND WE HAVE OUTDOOR SEATING, WHICH CONNECTS THE COMMERCIAL
11:58:34 WITH THE RESIDENTIAL AND EXTENDS INTO THE RESIDENTIAL AREA
11:58:38 AND MAKES A KIND OF POCKET PARK.
11:58:41 YOU'LL SEE HERE WE'VE GOT OUTDOOR SEATING.
11:58:44 THERE IS A LADY WALKING BY WHEN I TOOK THE PICTURE.
11:58:47 SHE KIND OF BLOCKED SOME OF THE OUTDOOR TABLES AND IT WAS
11:58:50 EARLY IN THE MORNING.
11:58:51 NOBODY WAS SITTING OUTSIDE BECAUSE IT WAS COLD.
11:58:53 THE BENCHES AND THEN THE BIKE RACKS.
11:58:56 THEY HAVE DONE A NICE JOB WITH ALL THE PLACEMAKING ELEMENTS.
11:58:59 THIS IS THE RESIDENTIAL PART.
11:59:02 IT'S CALLED CORSA NOW.
11:59:04 AND YOU CAN SEE WHERE WE PUT IN THE ARCHITECTURAL ELEVATION

11:59:07 AND HOW CLOSELY IT MATCHES TO THE BUILDING.
11:59:11 SO PLANNING AND ZONING AND DESIGN BOARD LOOKS AT THAT TO
11:59:14 MAKE SURE THAT WHAT YOU SEE IN THESE PATTERN BOOKS THAT WE
11:59:18 GET IS ACTUALLY WHAT YOU GET WHEN THEY CONSTRUCT THE
11:59:20 PROJECT.
11:59:21 THIS IS BUILDING SIX, BUT IT'S HIDDEN UNDER THE PICTURE.
11:59:27 MAYBE IT'S MY EYES.
11:59:33 ANYWAY, YOU CAN SEE THIS IS -- THE MIXED USE BUILDING WHERE
11:59:37 THERE'S GOING TO BE RESIDENTIAL ON THE TOP FLOORS AND
11:59:39 COMMERCIAL ON THE BOTTOM FLOOR.

11:59:41 THEY ARE GOING TO HAVE A SALON AND THEY ALSO ARE PROPOSING A
11:59:47 KIND OF DAY CARE.
11:59:48 WHEN WE APPROVED THIS, WE WANTED THE USES TO BE
11:59:51 COMPLEMENTARY, WHICH MEANS THAT IF YOU'RE LIVING IN THE
11:59:53 APARTMENTS, IT WOULD BE HANDY TO HAVE SOMETHING NEARBY SO
11:59:56 YOU DON'T HAVE TO DRIVE TO DROP YOUR KID OFF AT DAY CARE OR
12:00:00 GO GET YOUR HAIR DONE.
12:00:01 THOSE KIND OF USES ARE WHAT WE ENVISIONED FOR THIS.
12:00:05 OAK & STONE RESTAURANT, WHICH EVERYBODY, LAST YEAR WE TALKED
12:00:09 ABOUT THIS.
12:00:10 WE THOUGHT THEY WERE GOING TO OPEN.
12:00:12 WE THOUGHT THEY WERE GOING TO OPEN ON THANKSGIVING.
12:00:15 THOUGHT THEY WOULD OPEN ON ST. PATRICK'S DAY.
12:00:17 WE WERE NOT HOLDING THEM UP, BUT FOR SOME REASON THEY HAD
12:00:20 MATERIAL SHORTAGES AND I DON'T KNOW WHAT OTHER ISSUES THE

12:00:23 CONTRACTOR HAD, BUT THEY TOOK THEIR TIME BUILDING IT.
12:00:25 FINALLY OPENED IN DECEMBER.
12:00:27 I SEE A CUSTOMER IN THE PICTURE ABOVE WAITING FOR THE
12:00:30 OUTDOOR PATIO AREA TO OPEN UP, BUT SHE GOT THERE TOO EARLY.
12:00:35 SHE COULDN'T EAT.
12:00:37 >> LOOKS FAMILIAR.
12:00:37 >>Mary Gibbs: YEAH.
12:00:38 [LAUGHTER]
12:00:38 A HAPPY CUSTOMER.
12:00:40 AND THEN LAST YEAR WE TALKED ABOUT THIS.
12:00:44 I THINK I MADE A MISTAKE.
12:00:45 I TOLD YOU THERE WERE 40 KINDS OF DRAFT BEERS BUT THERE'S
12:00:50 ACTUALLY 50.
12:00:51 THE LADY STANDING AT THE POURING WALL IS NOT ME.
12:00:53 JUST SAYING.
12:00:54 [LAUGHTER]
12:00:54 I JUST FOUND THIS INTERESTING BECAUSE THIS IS IN THE
12:00:59 COMMERCIAL PART OUT FRONT.
12:01:01 I DON'T KNOW IF IT'S IRONIC OR A GOOD IDEA, BUT WE HAVE THE
12:01:06 ORANGE THEORY HEAVY DUTY FITNESS AND THE WELLNESS PLACE.
12:01:09 RIGHT NEXT DOOR TO THE CHIP COOKIE.
12:01:13 IT MIGHT BE CONVENIENT MAYBE.
12:01:15 THE COOKIES ARE DESIGNER TYPE COOKIES.
12:01:18 VERY GOOD.
12:01:19 LIKE A MEAL.

12:01:19 YOU CAN WORK OUT AND HAVE YOUR COOKIES ALL IN ONE STOP.
12:01:23 THE LAST COMMERCIAL BUILDING IS BEING, WELL, I THINK IT'S
12:01:29 OPEN FOR THE MOST PART.
12:01:31 AND THAT IS THE ONE THAT HAS THE DUNKIN' DONUTS.
12:01:34 THAT IS THE FAR WEST BUILDING NEXT TO THE LOWE'S PLAZA.
12:01:38 >>Carol Sacco: DO YOU WANT US TO CHANGE THE VIEW?

12:01:42 WE HAVE IT FULL VIEW.
12:01:43 DO YOU WANT IT SMALLER, SO -- SEE SOME OF THE WORDING IS
12:01:48 OUT.
12:01:50 CHANGE THE VIEW.
12:02:28 >>Mary Gibbs: I GUESS I'LL START AGAIN.
12:02:29 NO, I'M JUST KIDDING.
12:02:30 [LAUGHTER]
12:02:31 NOW DIRECTLY ACROSS JUST WEST OF DUNKIN' DONUTS IS THE WAWA
12:02:40 THAT USED TO BE RUBY TUESDAY'S.
12:02:42 IF YOU HAVE DRIVEN BY THERE RECENTLY, YOU'LL SEE A BIG HOLE
12:02:45 IN THE GROUND BECAUSE THEY DEMOLISHED THE RUBY TUESDAY
12:02:49 BUILDING.
12:02:50 THEY ARE ACTUALLY -- DEVELOPMENT ORDER WAS APPROVED.
12:02:53 THEY ARE IN FOR THE BUILDING PERMIT NOW.
12:02:54 IT'S BEING REVIEWED.
12:02:56 WE'RE CHECKING IT TO MAKE SURE THAT THE ARCHITECTURAL
12:02:59 ELEVATIONS MATCH WHAT WAS APPROVED BY PLANNING AND ZONING
12:03:02 BOARD.
12:03:02 SO THOSE ARE THE STEPS WE HAVE TO GO THROUGH WHEN WE'RE

12:03:05 LOOKING AT THAT.
12:03:06 THEY DID PAY A PROPORTIONATE SHARE OF THE TRAFFIC SIGNAL.
12:03:09 SO WHEN WE PUT THAT TRAFFIC SIGNAL IN AT PUENTE RIGHT THERE,
12:03:14 THESE DEVELOPERS ALL HAD TO PAY A PROPORTIONATE SHARE OF THE
12:03:17 TRAFFIC SIGNAL BECAUSE THE VILLAGE FRONT-ENDED THE COST TO
12:03:20 THE COUNTY.
12:03:21 AND WE DID GET A REIMBURSEMENT FROM WAWA.
12:03:24 WE ALSO GOT STOCK DEVELOPMENT PAID THEIR PROPORTIONATE SHARE
12:03:30 AND SOMEBODY ELSE -- NO, NOT LOWE'S, BECAUSE IT WAS ALREADY
12:03:36 THERE.
12:03:36 ANOTHER ONE COMING UP.
12:03:38 YEAH, GOODWILL PAID.
12:03:40 THAT'S COMING UP, THANK YOU.
12:03:43 >> IS THAT THE QUIZ?
12:03:44 [LAUGHTER]
12:03:46 >>Mary Gibbs: AND I FAILED.
12:03:47 RIGHT ACROSS THE PARKING LOT, IF YOU LOOK OUT THAT DOOR OR
12:03:55 WINDOW, YOU WILL SEE THE BUILDING THAT'S BEING CONSTRUCTED
12:03:57 IN OUR PARKING AREA IS GOING TO BE THE GINSBERG EYE CENTER
12:04:03 OR I GUESS IT'S EYEBUILD NOW.
12:04:07 I SHOW THE PICTURE SO YOU CAN SEE THAT WE HAVE THE
12:04:09 CONSISTENT ARCHITECTURAL THEME THAT THIS OFFICE PARK, ALL
12:04:12 THE ARCHITECTURE IS SIMILAR AND PRETTY NICE.
12:04:15 NOW WE'RE GOING TO DRIVE OUT TO NORTH OF MIROMAR OUTLETS.
12:04:21 WE HAVE THIS UNIVERSITY -- THE SHOPPES AT UNIVERSITY

12:04:24 HIGHLANDS ON BEN HILL.
12:04:28 IT IS A SMALL SHOPPING RETAIL CENTER.

12:04:30 WE HAVE THE LEE HEALTH BUILDING WHICH OPENED LAST MAY.
12:04:34 THAT IS THE COMPREHENSIVE CARE CENTER, AND I LIKE THE
12:04:38 PICTURE OF THIS BECAUSE THEY TRIED TO BLEND ELEMENTS FROM
12:04:42 THE LEE HEALTH BUILDING ON COCONUT ROAD WITH THIS BUILDING
12:04:46 SO THAT YOU WOULD KNOW IT WAS PART OF THE LEE HEALTH BUT AT
12:04:49 THE SAME TIME MATCHING THE EXISTING BUILDINGS OF THE
12:04:52 SHOPPING CENTER THAT ARE AROUND IT.
12:04:54 I THINK THEY DID A VERY NICE JOB WITH THAT.
12:04:58 THIS IS ANOTHER PART OF THE BUILD JUST SOUTH OF THE LEE
12:05:02 HEALTH BUILDING, THE THREE60 WINE SHOP THAT IS BEING
12:05:06 REMODELED AND BUILT OUT RIGHT NOW.
12:05:09 THERE'S A PIZZA PLACE AND EYEGLASS PLACE AND A FEW OTHER
12:05:13 PLACES.
12:05:13 THE ARCHITECTURE OF THAT SHOPPING CENTER BLENDS VERY WELL.
12:05:17 TALK ABOUT SOME RESIDENTIAL PROJECTS, WE HAD SOME OF THESE
12:05:22 CLUBHOUSES ARE DOING SOME UPGRADES BECAUSE SOME OF THEM ARE
12:05:26 GETTING A LITTLE BIT DATED.
12:05:28 SO SPRING RUN, I USE THIS AS THE EXAMPLE OFF OF COCONUT
12:05:31 ROAD, THEY EXPANDED THE CLUBHOUSE, OUTDOOR BAR AREA WAS
12:05:36 ADDED AND SOME BOCCE BALL.
12:05:39 AND THAT HAS TURNED OUT TO BE A VERY NICE PROJECT.
12:05:41 MILAN VILLAS, IF YOU RECALL, THAT PROJECT WAS ACTUALLY ZONED
12:05:52 BY THE COUNTY FOR COMMERCIAL USE.

12:05:54 THEY CAME IN AND REZONED IT FOR RESIDENTIAL USE.
12:05:59 IT'S AT THREE OAKS AND WILLIAMS ROAD.
12:06:02 AS YOU CAN SEE RIGHT NOW, IT'S A CONSTRUCTION SITE AND THEN
12:06:06 THEY JUST STARTED BUILDING.
12:06:08 THEY ARE SELLING QUITE A FEW HOMES BECAUSE WE'RE GETTING
12:06:11 QUITE A FEW BUILDING PERMITS IN FOR THOSE.
12:06:13 SO WEST BAY CLUB ON THE ISLAND, THIS IS AT THE VERY END OF
12:06:21 WILLIAMS ROAD, PART OF WEST BAY CLUB.
12:06:23 THE HIGH-RISE WAS APPROVED BY THE COUNTY MANY YEARS AGO.
12:06:26 IT WAS NEVER CONSTRUCTED.
12:06:27 THEY CAME IN TO THE COUNCIL TO GET A LITTLE BIT EXTRA HEIGHT
12:06:32 SO THEY COULD MAKE THE UNITS MORE UPDATED, TALLER CEILINGS.
12:06:38 AND THE COUNCIL APPROVED THE TALLER HEIGHT.
12:06:40 THEY ACTUALLY HAVE FEWER UNITS.
12:06:41 I THINK IT WAS 88 UNITS.
12:06:45 THEY HAVE THEIR ZONING AND THEIR DEVELOPMENT ORDER APPROVED
12:06:47 BY PLANNING ZONING AND DESIGN BOARD, AND THEY HAVE PUT UP
12:06:51 WHAT WE CALL THE SILT FENCE, THE EROSION CONTROL SO THEY CAN
12:06:55 START CLEARING THE PROPERTY AND MAKING SURE THEY DON'T
12:06:58 IMPACT THE WETLANDS AND THE MANGROVES AROUND THEM.
12:07:01 THEY HAVE STARTED OR THEY PLAN TO START FILLING THE PROPERTY
12:07:06 IN MAY.
12:07:07 THEY ACTUALLY HAVE NEW OWNERS.
12:07:09 I DON'T KNOW IF THE NEW OWNER HAS TAKEN OVER.

12:07:12 I WAS TOLD THAT KOLTER IS PURCHASING AND THEY ARE TAKING

12:07:16 OVER SOMETIME THIS MONTH.
12:07:18 IT MAY HAVE ACTUALLY HAPPENED OR IT MAY BE IN THE FOLLOWING
12:07:20 WEEK.
12:07:20 DOWNTOWN ESTERO, HERE IS ANOTHER ONE PROJECT WITH A NEW
12:07:27 OWNER.
12:07:28 IF YOU SEE IT UP AT U.S. 41 AND BROADWAY, YOU'LL SEE THAT
12:07:32 THEY HAVE STARTED CLEARING THE PROPERTY.
12:07:36 SURVEY ROAD GOING IN THERE AND THEY HAVE GOTTEN APPROVED FOR
12:07:40 THE APARTMENT UNITS AND THEY DON'T HAVE PLANS FOR THE
12:07:44 COMMERCIAL ON 41 YET.
12:07:45 THEY'LL HAVE TO COME BACK LATER WITH THAT.
12:07:48 THEY HAVE TEN TOWNHOMES ON BROADWAY THAT ARE BEING REVIEWED.
12:07:51 WILL GO TO PLANNING AND ZONING BOARD IN FEBRUARY.
12:07:54 THEY HAVE A MIXED USE PROJECT.
12:08:00 THAT WAS THE BUCKINGHAM COUNCIL, IF YOU RECALL, WHEN IT CAME
12:08:03 TO COUNCIL.
12:08:04 THEY ARE FROM INDIANA OR ILLINOIS.
12:08:06 I THINK INDIANA.
12:08:07 THEY GOT THE PROJECT APPROVED AND RECENTLY I FOUND OUT THAT
12:08:14 THEY HAVE SOLD IT TO A DEVELOPER FROM NAPLES THAT I THINK
12:08:18 HAS DONE QUITE A BIT OF DEVELOPMENT.
12:08:19 I'M NOT FAMILIAR WITH THE NAME.
12:08:21 IT'S A NEW OWNER BUT THEY SEEM TO BE PROCEEDING AND HAVE
12:08:26 JUST RECENTLY ASKED ABOUT GETTING THEIR BUILDING PERMITS.
12:08:28 IT SEEMS THAT THEY ARE SERIOUS ABOUT GETTING GOING WITH

12:08:32 THIS.
12:08:32 THEN WE HAVE THE VILLAGE OF ESTERO BEAUTIFUL IDENTIFICATION
12:08:38 SIGNS.
12:08:38 VERY NICE MONUMENT SIGNS.
12:08:40 ONE IS CONSTRUCTED.
12:08:41 THE OTHER TWO I THINK FINISHED GETTING THE PERMITS.
12:08:44 SO YOU'LL BE SEEING CONSTRUCTION OF THOSE SOON.
12:08:47 NOW I WANT TO TALK A LITTLE BIT ABOUT NEW BUSINESSES AND
12:08:52 REMODELS, BECAUSE SOME OF THESE THE COUNCIL DOESN'T SEE
12:08:56 BECAUSE SOME OF THESE ARE DONE BY STAFF AND SOME ARE DONE BY
12:08:59 PLANNING ZONING AND DESIGN BOARD.
12:09:01 PLANNING ZONING AND DESIGN BOARD WILL LOOK AT WHAT WE CALL
12:09:05 EXTERIOR REMODEL, IF THERE'S SOME EXTERIOR CHANGES, THEN WE
12:09:09 TAKE THEM TO PLANNING ZONING AND DESIGN BOARD AND THEY LOOK
12:09:12 AT THE MONUMENT SIGN AND THEN THEY WILL LOOK AT REPAINT
12:09:16 PERMITS IF WE'VE GOT A CHANGE IN THE COLOR SCHEME FROM WHAT
12:09:20 WAS, YOU KNOW, FROM WHAT THE EXISTING COLORS ARE.
12:09:25 PROJECTS REVIEWED BY STAFF ARE INTERIOR REMODELS WHERE
12:09:27 YOU'RE NOT SEEING ANY CHANGE ON THE OUTSIDE AND NEW
12:09:30 BUSINESSES, WHEN PEOPLE COME IN TO START A NEW BUSINESS,

12:09:33 THEY GET A USE PERMIT WHICH BASICALLY MEANS WE HAVE TO LOOK
12:09:37 AT IT AND SEE IF THEY HAVE -- IF THEIR ZONING IS APPROPRIATE
12:09:40 FOR WHAT THEY ARE ASKING FOR, IF THEY'VE GOT ENOUGH PARKING
12:09:42 AND THEY HAVE TO GET THEIR LICENSE, BUSINESS LICENSE FROM
12:09:46 THE COUNTY TAX COLLECTOR.

12:09:49 AND THEN WE REVIEW THE WALL SIGNS AND THEN WE WILL REVIEW
12:09:52 REPAINT PERMITS IF IT IS A SIMILAR COLOR.
12:09:56 JUST TALKING ABOUT TRENDS, WHEN WE DID THIS LAST YEAR, WE
12:10:00 TALKED ABOUT THE TREND SEEMED TO BE GAS STATION GOURMET.
12:10:05 THERE WAS JUST A LOT OF GAS STATIONS THAT HAD KIND OF THE
12:10:08 LITTLE GOURMET RESTAURANTS IN THEM.
12:10:10 THIS PARTICULAR ONE, I USED THIS PICTURE BECAUSE IT WAS
12:10:14 INTERESTINGLY THE DOWNTOWN ESTERO PROJECT THAT I JUST SHOWED
12:10:17 YOU, THE CONSULTANTS USED TO COME DOWN TO MEET WITH US FROM
12:10:22 INDIANA, EVERY SO OFTEN TO GET THE PROJECT KIND OF
12:10:27 COORDINATING.
12:10:27 AND THEY TOLD ME THAT EVERY TIME THEY CAME DOWN THEY HAD TO
12:10:30 STOP AT THIS GAS STATION BECAUSE IT HAD THE BEST CUBAN
12:10:33 COFFEE.
12:10:33 I HAD TO GO TAKE A PICTURE AND I REALIZED THEY ALSO HAVE
12:10:38 VERY GOOD EMPANADAS.
12:10:40 THIS YEAR WE GOT A TREND TOWARD HEALTH AND WELLNESS.
12:10:43 YOU'LL SEE WE USED ANYTIME FITNESS WHICH I THINK JUST OPENED
12:10:47 OVER BY PELICAN SOUND, AND THEN WE'VE GOT RIGHT ACROSS THE
12:10:52 STREET, RIGHT NEXT DOOR THE WEST OF US IS THE MEDICAL
12:10:56 REJUVENATION WHERE YOU CAN GET VITAMIN IV THERAPY, WHICH
12:11:01 SOUNDS A LITTLE SCARY, BUT LOOKS GOOD.
12:11:05 ACROSS THE STREET ON CORKSCREW, WE'VE GOT THE REHABILITATIVE
12:11:08 MEDICINE.
12:11:09 WE HAD A LITTLE GLITCH WITH THAT ONE ABOUT THE COLOR SCHEME

12:11:13 BECAUSE IT LOOKED LIKE BEIGE ON THE COLOR SWATCHES, BUT WHEN
12:11:16 THEY PAINTED ON THE BUILDING, IT LOOKED PRETTY WHITE.
12:11:19 WE'RE WORKING THROUGH SOME OF THOSE ISSUES.
12:11:21 AND COCONUT POINTE WE HAVE THE FACE FOUNDRIE WHICH OPENED
12:11:29 UP.
12:11:30 BEN HILL, THE EYE CARE.
12:11:31 IT'S LIKE A LOT OF TRENDING TOWARD HEALTHIER, I GUESS.
12:11:35 NOW, THIS IS JUST A SMALL EXPANSION THAT YOU MIGHT NOT KNOW
12:11:38 ABOUT.
12:11:39 IT'S A WALMART ON THE SOUTH SIDE OF WALMART THEY ARE JUST
12:11:42 ADDING, PROPOSING TO ADD 5800 SQUARE FEET FOR PICKUP, FOR
12:11:48 PACKAGE PICKUP.
12:11:50 SO THEY ARE WORKING THROUGH THE PROCESS RIGHT NOW AND THEY
12:11:53 WILL BE GOING TO PLANNING ZONING AND DESIGN BOARD WHEN IT'S
12:11:57 READY.
12:11:58 HERE IS A COMMERCIAL REMODEL AT MIROMAR OUTLETS, WHICH IS IN

12:12:04 THE NEIMAN MARCUS BUILDING.
12:12:06 AND THIS IS FOR 810 BILLIARDS, WHICH HAS GOT BILLIARDS --
12:12:12 ACTUALLY, WHEN YOU LOOK AT THE SITE PLAN, THERE'S A LOT OF
12:12:15 BOWLING.
12:12:15 SOME BILLIARDS, THERE'S SOME AX THROWING, IF YOU SEE THE
12:12:20 DEMONSTRATION PERSON SHOWING YOU HOW TO GET A BULL'S EYE
12:12:22 WITH YOUR AX THROWING.
12:12:25 SIMULATED GOLF AND THEN FOOD AND DRINKS.
12:12:28 THEY ARE WORKING ON THEIR INTERIOR DEMOLITION PERMIT NOW.

12:12:33 INTERESTINGLY, IF YOU SEE -- I DON'T KNOW IF I WAS HUNGRY
12:12:36 WHEN I WAS WORKING ON THIS, BUT IF YOU SEE THE LITTLE MILK
12:12:39 SHAKES IN THE CORNER, IT'S CALLED MEAN MUGS MILK SHAKES.
12:12:45 THE SITE PLAN, THEY DO HAVE LIKE A MILK SHAKE BAR.
12:12:48 A SMALL REGULAR BAR WITH DRINKS AND FOOD AND THEN THEY HAVE
12:12:51 THE MILK SHAKE BAR IN THE CORNER, WHICH LOOKS LIKE THE BLUE
12:12:55 MILK SHAKE LOOKS REALLY GOOD TO ME.
12:12:58 >> ABOUT 3,000 CALORIES.
12:13:01 >>Mary Gibbs: FUTURE PROJECTS, LET'S SEE WHAT WE'VE GOT.
12:13:04 I'M SURE EVERYBODY REMEMBERS THE MARKETPLACE PROJECT.
12:13:08 PART OF COCONUT POINTE.
12:13:10 IN FRONT OF RAPALLO, AND IT'S TEN ACRES.
12:13:15 THE NORTH END THE McDONALD'S IS PROPOSED.
12:13:18 SOUTH END A MILLER'S ALEHOUSE.
12:13:20 IN THE MIDDLE ARE SOME SHOPS OR OFFICE RETAIL.
12:13:25 THEY HAVE NOT SPECIFIED ANYTHING AT THIS TIME EXCEPT THERE
12:13:28 WILL BE A STARBUCKS IN THE MIDDLE.
12:13:31 THE DESIGN REVIEW BOARD LOOKED AT THIS.
12:13:35 I KNOW THE NEIGHBORS WERE A LITTLE BIT UPSET WITH THE
12:13:37 McDONALD'S.
12:13:38 THIS IS ONE OF THESE CIRCUMSTANCES WHERE THE COCONUT POINTE
12:13:42 DRI HAD ALL THE ZONING APPROVED, SO WE COULDN'T REALLY DO
12:13:47 ANYTHING ABOUT THE ZONING.
12:13:48 THE FAST FOODS WERE ALLOWED.
12:13:49 THE McDONALD'S WOULD BE ALLOWED.

12:13:51 WE JUST REVIEWED THE SITE PLAN TO MAKE SURE THE LANDSCAPING
12:13:55 AND THE ARCHITECTURE WAS COMPLEMENTARY.
12:13:57 AND WE HAVE HEARD COMMENTS THAT McDONALD'S ARCHITECTURE IS
12:14:02 PROBABLY ONE OF THE NICEST McDONALD'S THAT YOU'LL SEE.
12:14:05 I THINK THE PEOPLE ARE EXCITED ABOUT MILLER'S ALEHOUSE AND
12:14:09 I'M EXCITED ABOUT STARBUCKS.
12:14:11 THE BUILDING PERMITS ARE IN FOR MILLER'S ALEHOUSE AND
12:14:17 McDONALD'S RIGHT NOW.
12:14:17 THE OTHER, I THINK THE MIDDLE PART WILL BE BUILT OUT LATER.
12:14:21 AND THEY HAVE PUT UP THEIR SILT FENCE BECAUSE I'VE HAD A
12:14:24 COUPLE OF CALLS FROM THE NEIGHBORS SAYING WHAT'S GOING ON.
12:14:26 THEY SEE THAT THINGS ARE MOVING ALONG.

12:14:28 HERE IS ANOTHER ONE THAT WAS IN THE WHATEVER HAPPENED TO
12:14:32 THIS.
12:14:33 THE HILTON GARDEN INN, WHICH IS RIGHT ACROSS FROM THE
12:14:36 MARKETPLACE PROJECT THAT I JUST SHOWED YOU, ALSO IN FRONT OF
12:14:39 RAPALLO, THIS ONE CAME IN AND I THINK IT WAS LIKE THE YEAR
12:14:46 2020, WE WERE THIS CLOSE TO HAVING THE DEVELOPMENT ORDER
12:14:49 APPROVED BY THE DESIGN REVIEW BOARD, AND THEN THEY HAD TO DO
12:14:52 ONE CHANGE TO ONE OF THE TOWERS, AND THEN I THINK COVID
12:14:56 ZAPPED THEM AND THEN THEY KIND OF WENT AWAY.
12:15:00 AND WE THOUGHT THEY WERE NEVER COMING BACK.
12:15:02 WE CHECKED OCCASIONALLY AND NEVER HEAR ANYTHING.
12:15:05 THEN EARLIER THIS YEAR, THEY WERE LIKE, HELLO, WE'RE BACK.
12:15:08 WE'RE LIKE, WHO ARE YOU GUYS?

12:15:10 THEY ACTUALLY REINVIGORATED AND BREATHED NEW LIFE INTO THIS
12:15:16 HOTEL, GOT IT FINISHED FOR THEIR DEVELOPMENT ORDER AND THEY
12:15:19 ARE IN -- I THINK THE BUILDING PERMIT IS BEING REVIEWED NOW.
12:15:24 SO WE'RE HOPING THAT THEY GOT PAST COVID AND THEY ARE GOING
12:15:28 TO BUILD IT.
12:15:30 THEY ARE FROM OUT OF STATE.
12:15:32 SOMETIMES IT'S HARD TO GET AHOLD OF THEM.
12:15:35 WE'LL SEE WHAT WE CAN FIND OUT.
12:15:36 IT SEEMS TO BE COMING BACK TO LIFE.
12:15:40 I THINK ROB MENTIONED THE ABBIATI DENTAL OFFICE IN FRONT OF
12:15:45 FOUNTAIN LAKES.
12:15:45 THE DEVELOPMENT ORDER WAS APPROVED FOR THE DENTIST OFFICE
12:15:52 AND A LITTLE BIT OF GENERAL OFFICE.
12:15:54 IT'S KIND OF A CONTEMPORARY PRAIRIE DESIGN, BUT IT'S KIND OF
12:16:01 INTERESTING.
12:16:02 IT HAS A LOT OF MIXTURE OF DIFFERENT MATERIALS AND THAT TYPE
12:16:07 OF THING.
12:16:08 THE NEIGHBORS, THE REASON THE NEIGHBORS, THERE WAS SOME
12:16:11 LEGAL ACTION, THAT DISCUSSION OF WHETHER THEY HAD APPROVAL
12:16:16 TO USE THE EASEMENT TO GET THERE.
12:16:18 SO THAT'S WHAT IS BEING RESOLVED BETWEEN THE TWO PARTIES.
12:16:23 IN THE MEANTIME, I DON'T KNOW -- WE DID APPROVE THE
12:16:27 DEVELOPMENT ORDER.
12:16:27 I DON'T THINK THEY HAVE COME IN FOR BUILDING PERMITS.
12:16:30 THEY ARE PROBABLY WAITING FOR THIS TO GET RESOLVED.

12:16:33 GOODWILL THAT WE MENTIONED, GOODWILL ON THE NORTH SIDE OF
12:16:38 CORKSCREW IS MOVING OUT OF THEIR BUILDING, EXISTING
12:16:41 BUILDING.
12:16:42 I THINK THEY HAVE OUTGROWN IT AND THEY WANT TO BUILD A NEW
12:16:45 BUILDING ON THE SOUTH SIDE OF CORKSCREW AT THE CORNER OF
12:16:49 THREE OAKS AND CORKSCREW ROAD.
12:16:50 THEY GOT THEIR DEVELOPMENT ORDER APPROVED.
12:16:53 THEY HAVE TO RE-PLAT.

12:16:55 THE LOTS ARE NOT PLATTED CORRECTLY, SO THEY WILL BE COMING
12:16:58 BACK TO COUNCIL WITH THAT I HOPE SOON.
12:17:01 AND HERE IS ONE WHERE THEY AGAIN HAVE PAID THE PROPORTIONATE
12:17:04 SHARE FOR THE TRAFFIC SIGNAL.
12:17:06 THIS ONE, EVEN THOUGH THE PICTURE, IT'S NOT WHITE.
12:17:12 IT LOOKS WHITE BUT IT'S NOT.
12:17:14 THEY DON'T SHOW THE LANDSCAPING, BUT THEY HAVE SOME NICE
12:17:17 LANDSCAPING AND IN THE CORNER OF THE PROPERTY, THERE'S A
12:17:20 HERITAGE TREE KIND OF A OAK TREE PRESERVE THAT WAS REQUIRED
12:17:25 BY THE ZONING.
12:17:27 THEY ALSO ARE KEEPING QUITE A FEW HERITAGE TREES ON THE
12:17:30 PROPERTY.
12:17:30 EXCEPT, OF COURSE, FOR THE ONES THAT ARE RIGHT WHERE THE
12:17:35 BUILDING IS GOING.
12:17:36 SPEAKING OF STARBUCKS, SO THIS IS HOT OFF THE PRESS.
12:17:41 RIGHT NEXT TO JUST WEST OF THE WAWA IN THE SAME LOWE'S
12:17:47 SHOPPING CENTER, WE JUST RECEIVED A DEVELOPMENT ORDER A

12:17:51 COUPLE OF WEEKS, MAYBE A WEEK OR TWO AGO FOR A STARBUCKS
12:17:55 ADJACENT TO WAWA.
12:17:56 SO THAT LIKE RIGHT HOT OFF THE PRESS, WE HAVEN'T EVEN LOOKED
12:18:01 AT IT YET, BUT THIS IS WHAT THEY SENT US IN TERMS OF THE
12:18:05 ARCHITECTURE.
12:18:05 ONCE THE STAFF REVIEWS IT AND WE'LL TAKE THAT TO PLANNING
12:18:07 ZONING AND DESIGN BOARD AND WE'LL HAVE TO LOOK AT THE
12:18:12 TRAFFIC.
12:18:13 TRAFFIC CIRCULATION IS ALWAYS SOMETHING I HAVE TO LOOK AT
12:18:15 BECAUSE YOU HAVE WAWA.
12:18:17 PEOPLE COMING IN, GOING OUT.
12:18:18 STARBUCKS IS POPULAR.
12:18:20 WE WANT TO MAKE SURE WE DON'T HAVE A TRAFFIC JAM THERE.
12:18:25 >> DON'T HAVE A DRIVE-THROUGH?
12:18:27 >>Mary Gibbs: YES, THEY WILL HAVE A DRIVE-THROUGH.
12:18:30 COMING SOON, THE CULVER'S AT COCONUT POINTE.
12:18:37 THIS IS WAY DOWN AT THE SOUTH END OF THE VILLAGE AT PELICAN
12:18:39 COLONY BOULEVARD ON 41.
12:18:42 DEVELOPMENT ORDER WAS APPROVED JUST RECENTLY FOR THE
12:18:46 CULVER'S AND THEY JUST GOT THEIR BUILDING PERMIT APPROVED I
12:18:49 THINK ABOUT A WEEK AGO.
12:18:52 THEY ARE WORKING ON THAT.
12:18:53 THE INTERESTING THING ABOUT THIS CULVER'S IS WHEN THEY FIRST
12:18:56 CAME IN, IT LOOKED LIKE THE CULVER'S YOU WOULD SEE IN OHIO.
12:19:00 IT WAS LIKE DARK BRICK, DARK WOOD, DARK, DARK, DARK, AND THE

12:19:05 PLANNING ZONING AND DESIGN BOARD SAID, NO, YOU NEED TO MAKE
12:19:09 IT LOOK MORE LIKE ESTERO AND LESS LIKE UP NORTH.
12:19:14 IT LOOKS A LITTLE PLAIN IN THE PICTURE BECAUSE YOU DON'T SEE
12:19:18 THE LANDSCAPE BUT IT WILL LOOK MUCH BETTER THAN WHAT

12:19:21 INITIALLY CAME IN.
12:19:22 WE'VE HAD RECENTLY A LOT OF REQUESTS FOR DAY CARES AND
12:19:26 PRESCHOOLS.
12:19:27 I THINK WE HAD TO DO A LITTLE LAND DEVELOPMENT CODE
12:19:30 AMENDMENT RECENTLY, YOU MIGHT REMEMBER.
12:19:33 WE HAVE REQUEST FOR ONE AT THREE OAKS AT ARCOS.
12:19:40 THAT WAS APPROVED FOR ACTUALLY A VETERINARY CLINIC, BUT YOU
12:19:44 MIGHT NOT REMEMBER BECAUSE IT WAS MANY YEARS AGO.
12:19:46 IT WOULD BE THE PARAVETERINARY CLINIC BUT NEVER DID ANYTHING
12:19:50 WITH IT.
12:19:51 THE GODDARD SCHOOL IS PROPOSING DOING THE DAY CARE IN THAT
12:19:55 CORNER AND ONE CALLED COASTAL PALMS ACADEMY WHICH IS AT
12:19:59 RIVER RANCH AND CORKSCREW, AND THEY ARE PROPOSING TO DO A
12:20:02 DAY CARE AS WELL.
12:20:05 THE FIRST ITERATIONS OF THE ARCHITECTURE, IT WAS AT THE
12:20:08 MEETING WHERE WE HAD FOUR CASES THAT HAD REALLY BAD
12:20:13 ARCHITECTURE.
12:20:15 SO PLANNING AND ZONING BOARD SAID, OH, GO AWAY, COME BACK.
12:20:19 WE DON'T WANT A WHITE BUILDING.
12:20:20 WE DON'T WANT A DARK GRAY BUILDING.
12:20:22 WE WANT SOME MORE ARCHITECTURAL ELEMENTS.

12:20:25 SO THEY HAVE GONE BACK -- BOTH OF THEM HAVE GONE BACK TO
12:20:28 REVISE THEIR ARCHITECTURE.
12:20:30 BEHIND COCONUT POINTE MALL, IT'S ACTUALLY SOUTH OF THE MOVIE
12:20:37 THEATER AND RIGHT NEXT TO WHERE THE RESIDENCE BUILDINGS ARE,
12:20:42 HOME2 SUITES IS PROPOSING TO DO 111 ROOM HOTEL.
12:20:46 THEY WILL HAVE TO COME BACK TO COUNCIL BECAUSE THEY HAVE GOT
12:20:48 TO AMEND THEIR ZONING.
12:20:50 THEY HAVE NOT SUBMITTED YET, BUT THEY HAVE HAD AN
12:20:53 INFORMATION MEETING AND AGAIN PLANNING AND ZONING SAID WORK
12:20:56 ON THE ARCHITECTURE AND THE COLORS.
12:20:59 SO THEY ARE GOING BACK TO DO THAT.
12:21:02 IT WILL BE SOME MONTHS BEFORE THE COUNCIL SEES THAT, BUT
12:21:05 THAT'S WORKING.
12:21:06 WOODFIELD, YOU REMEMBER FROM LAST JULY, 4th OF JULY YOU
12:21:14 WERE TRYING TO LEAVE TOWN AND WE GOT THE ZONING APPROVED FOR
12:21:18 WOODFIELD AND THEY HAVE BEEN WORKING ON THEIR DEVELOPMENT
12:21:21 ORDER.
12:21:22 SO THIS WAS A PROJECT THAT AGAIN WAS A MIXED USE DEVELOPMENT
12:21:25 WITH THE OFFICE, RETAIL, APARTMENT BUILDINGS AND THE DINING,
12:21:29 KIND OF THE VERTICAL MIXED USE AREA, CIVIC SPACE AND THE
12:21:33 HOTEL.
12:21:33 AND THEY CAME IN WITH THEIR DEVELOPMENT ORDER FOR THE FIRST
12:21:37 PHASE A COUPLE OF WEEKS AGO.
12:21:39 THE FIRST PHASE WILL BE TWO APARTMENT BUILDINGS CLOSEST TO
12:21:43 U.S. 41 AND THE INFRASTRUCTURE FOR THE PROJECT, WHICH WILL

12:21:47 INCLUDE SOME OF THE BUFFERS THAT THE NEIGHBORS ASKED FOR.
12:21:50 SO WE'LL BE REVIEWING THAT.
12:21:52 THAT WILL TAKE A LITTLE WHILE BECAUSE IT IS A BIG PROJECT.
12:21:55 CELL TOWERS.
12:21:57 SOME OF YOU MIGHT REMEMBER LAST YEAR, I SAW PEOPLE ON TV
12:22:01 TALKING ABOUT HOW BIG THE CELL SERVICE IS OUT ON EAST
12:22:05 CORKSCREW.
12:22:06 AND WE GOT A REQUEST FOR CELL TOWER AT BELLA TERRA.
12:22:10 BELLA TERRA OWNS THE PROPERTY, SO IT'S THEIR PROPERTY, BUT
12:22:13 THEY'VE GOT TO DO A ZONING AMENDMENT BECAUSE THE CELL TOWER
12:22:16 WAS NOT APPROVED.
12:22:18 THEY CAME IN.
12:22:19 IT WAS 149 FEET, BUT THEN SOME OF THE PEOPLE IN BELLA TERRA
12:22:24 COMPLAINED AT THE SOUTH END THEY STILL WOULDN'T BE ABLE TO
12:22:28 GET CELL SERVICE.
12:22:29 SO THE CELL PROVIDERS WENT BACK TO SEE IF THEY MADE IT A
12:22:32 LITTLE TALLER IF THEY COULD GET THE CELL SERVICE AT THE
12:22:35 SOUTH END.
12:22:35 THEY CHANGED THE REQUEST TO 175 FEET AND THAT WILL HAVE TO
12:22:38 GO BACK TO PLANNING ZONING AND DESIGN BOARD AS WELL AS
12:22:42 COMING TO COUNCIL.
12:22:44 THEY ARE STILL NOT COMPLETE, SO WE HAVE NOT SET ANY PUBLIC
12:22:48 HEARING DATE YET.
12:22:49 BUT THEY DID DO A BALLOON TEST AND THEY ALSO DID, IF YOU
12:22:53 LOOK AT THE PICTURE AT THE VERY TOP, YOU'LL SEE THE TOWER.

12:22:56 THAT IS CALLED A PHOTO SIMULATION.
12:22:58 THEY SPLICE IT IN TO SHOW YOU WHAT IT WOULD LOOK LIKE WHEN
12:23:02 IT'S CONSTRUCTED.
12:23:02 THE BALLOON TEST THEY FLOAT A BIG BALLOON UP IN THE AIR SO
12:23:06 THAT PEOPLE CAN GO AND OBSERVE IT AND SEE WHAT IT WILL LOOK
12:23:10 LIKE AND HOW TALL IT WILL BE.
12:23:13 >>Mayor McLain: IS THAT RIGHT AT THE ENTRANCE OF BELLA
12:23:14 TERRA?
12:23:16 >>Mary Gibbs: YES, AND THAT WAS A COMMENT THAT STAFF AND
12:23:19 PLANNING AND ZONING AND DESIGN BOARD HAD.
12:23:22 WE SUGGESTED THEY PUT IT FURTHER SOUTH OR FURTHER WEST.
12:23:26 SOME REASONS THEY DIDN'T WANT TO PUT IT FURTHER WEST.
12:23:28 IF THEY PUT IT FARTHER SOUTH, BELLA TERRA OWNS THE WHOLE
12:23:32 PROPERTY.
12:23:32 11-ACRE TRACT AND THEY HAVE SOME PLANS FOR AMENITIES AND
12:23:36 THEY DON'T WANT TO MOVE IT FARTHER SOUTH BECAUSE THAT WILL
12:23:40 AFFECT THEIR PLANS, PLUS THEN IF YOU MOVE IT FARTHER SOUTH,
12:23:43 YOU ARE CLOSER TO THEIR HOMES.
12:23:44 YOU'LL HEAR THE WHOLE STORY WHEN IT COMES BACK TO YOU.
12:23:49 THERE'S PROBABLY NO PERFECT LOCATION FOR CELL TOWERS, BUT
12:23:54 YOU'LL HEAR MORE ABOUT THAT LATER.
12:23:56 COCONUT POINTE RESIDENCES AT THE BROOKS TOWN CENTER.

12:24:01 AS YOU RECALL, THEY ARE GOING TO DEMOLISH THE WINN DIXIE AND
12:24:06 CONSTRUCT THE MULTIFAMILY BUILDING.
12:24:08 WE HAD THE SETTLEMENT AGREEMENT AND THEN THE NEIGHBORS

12:24:13 APPEALED THE PLANNING ZONING DESIGN DEVELOPMENT ORDER.
12:24:18 COUNCIL UPHELD THAT AND NOW THE NEIGHBORS HAVE FILED SOME
12:24:23 LEGAL ACTION THAT ROB MENTIONED EARLIER.
12:24:26 THEY ARE IN FOR THEIR BUILDING PERMIT.
12:24:28 THAT CAME IN JUST BEFORE THE END OF THE YEAR.
12:24:31 SO WE'RE REVIEWING THAT NOW.
12:24:33 AND THEN THE VILLAGE PROPERTY WHICH, OF COURSE, YOU KNOW
12:24:39 ABOUT, WILLIAMS ROAD WHERE WE HAVE THE REZONING APPROVED.
12:24:42 THE DEVELOPMENT ORDER IS IN PROCESS.
12:24:44 THE CHICKEN N PICKLE AND HIGH 5 AND THEN THE PROPERTY ON THE
12:24:50 SOUTH SIDE IS RESERVED FOR SOME FUTURE PAD THAT WE DON'T
12:24:54 KNOW EXACTLY WHAT IT WILL BE AT THIS POINT.
12:24:56 AND THEN YOU ASKED WHATEVER HAPPENED TO THESE PROJECTS, SOME
12:25:01 OF THEM I ALREADY TALKED ABOUT.
12:25:03 SOME WE DIDN'T KNOW.
12:25:05 THE PHOENIX SITE WHICH IS OVER NORTH OF CORKSCREW AND THAT
12:25:10 KIND OF ARCOS AREA, EAST OF ESTERO MEDICAL CENTER.
12:25:13 AND THAT WAS APPROVED YEARS AGO BEFORE MOST OF YOU WERE
12:25:17 HERE, FOR AN ASSISTED LIVING FACILITY.
12:25:20 THEY NEVER BUILT IT AND I THINK COVID DID THEM IN AS WELL.
12:25:23 SO THAT WAS RECENTLY SOLD TO A DEVELOPER WHO WANTS TO DO
12:25:29 STORAGE UNITS IN THE BACK AND EITHER SOME OFFICE COMMERCIAL
12:25:35 IN THE FRONT AND A HOTEL.
12:25:36 THERE ARE A LOT OF HOTELS IN THAT AREA, BUT THEY SEEM TO
12:25:40 FEEL THAT THERE'S STILL MORE DEMAND FOR HOTELS.

12:25:42 SO THEY WENT FOR AN INFORMATION MEETING AND THEY GOT SOME
12:25:47 COMMENTS I THINK -- THIS ONE JUST CAME IN.
12:25:50 THIS DIDN'T GO YET.
12:25:52 JUST CAME IN ON THE 17th.
12:25:54 SO WE'RE JUST STARTING TO LOOK AT IT.
12:25:56 COLONNADE, WHICH IS JUST ACROSS THE STREET FROM GENOVA AT
12:26:03 SANDY LANE AND CORKSCREW, AND EVERYBODY KEEPS SAYING WHAT'S
12:26:06 GOING ON WITH THAT.
12:26:07 THAT WAS APPROVED FOR CONTINUING CARE FACILITY BACK IN I
12:26:11 THINK 2016.
12:26:13 THEY NEVER BUILT IT.
12:26:15 THEY RECENTLY SOLD IT OR THEY HAVE IT UNDER CONTRACT, I
12:26:20 THINK TOLL BROTHERS IS LOOKING AT DOING 171 TOWNHOMES.
12:26:24 THEY WON'T BE THE COLOR THAT YOU SEE ON THERE.
12:26:27 PLANNING AND ZONING SAID, NO, THAT'S NOT THE COLOR, THE GRAY
12:26:32 COLOR IS NOT WHAT THEY ARE PLANNING.
12:26:34 SO THEY ARE WORKING ON THEIR PROPOSAL.
12:26:36 THEY HAVE SOME COMMENTS FROM PLANNING ZONING AND DESIGN

12:26:39 BOARD.
12:26:41 AGAIN, THEY ACTUALLY HAVE NOT SUBMITTED THEIR PROPOSAL YET,
12:26:45 THEIR APPLICATION.
12:26:46 PAVICH OFFICE BUILDING, IF YOU KNOW ON CORKSCREW ROAD BY THE
12:26:51 RAILROAD TRACKS, THEY HAVE THE LITTLE BLUE HOUSE, AND THEN
12:26:55 PAVICH DID A REZONING.
12:26:59 THEY WERE WORKING ON THEIR DEVELOPMENT ORDER AND, AGAIN, WE

12:27:02 WERE LIKE RIGHT TO THE VERY END OF THE PROCESS AND THE
12:27:05 ENGINEER CALLED US AND SAID, NO, WE'RE GOING TO WITHDRAW
12:27:08 THIS BECAUSE WE'RE NOT PROCEEDING BECAUSE OF THE ECONOMY.
12:27:12 OF COURSE, WE WERE HIGHLY DISAPPOINTED BECAUSE WE THOUGHT WE
12:27:16 HAD RUN THE MARATHON AND WERE CROSSING THE FINISH LINE, AND
12:27:20 THEY JUST DECIDED THAT THEY ARE NOT GOING TO DO IT.
12:27:23 YOU WON'T BE SEEING THAT.
12:27:25 YOU'LL BE SEEING THE BLUE HOUSE FOR A LITTLE WHILE LONGER.
12:27:29 GENOVA, EVERYBODY SAID WHAT'S GOING ON WITH GENOVA?
12:27:33 THE TWO CONDOMINIUM BUILDINGS THAT NEVER GOT BUILT ON THE
12:27:36 NORTH END.
12:27:38 THE PROPERTY IS NOW CC HOMES IS GOING TO DO THE DEVELOPMENT.
12:27:43 IT WAS APPROVED FOR THE ATTACHED VILLAS AND TOWNHOMES, NOT
12:27:46 THE CONDOS.
12:27:48 THEY JUST SUBMITTED THEIR DEVELOPMENT ORDER JUST BEFORE
12:27:50 THANKSGIVING.
12:27:51 SO WE'RE REVIEWING THAT NOW.
12:27:52 AND THAT WILL GO BACK TO PLANNING ZONING AND DESIGN BOARD
12:27:55 AFTER STAFF FINISHES THE REVIEW.
12:27:57 AND THAT'S THE LAST PHASE.
12:28:00 SO WHEN THEY BUILD OUT, GENOVA WILL BE DONE.
12:28:02 VIA COCONUT IS ACROSS FROM GENOVA.
12:28:07 THAT DEVELOPMENT ORDER WAS APPROVED LAST JULY.
12:28:10 THEY ARE PROPOSING THE MIXED USE DEVELOPMENT, HAD
12:28:13 MULTIFAMILY AND COMMERCIAL, LIKE MAIN STREET AREA AND

12:28:16 APARTMENT BUILDINGS.
12:28:17 AND JUST RECENTLY WE WERE CONTACTED BY THEM, AND THEY SAID
12:28:21 WE WANT TO MAKE SOME REVISIONS TO OUR SITE PLAN.
12:28:24 THEY MAY BE DOING SOMETHING WITH THE PARKING THAT WAS UNDER
12:28:28 THE BUILDING, AND THEY ARE DOING SOME VALUE ENGINEERING, SO
12:28:31 THEY PROBABLY WILL BE COMING BACK TO COUNCIL WITH SOME
12:28:35 AMENDMENTS TO THEIR ZONING.
12:28:37 REMEMBER THE OLD POST OFFICE ON BROADWAY.
12:28:43 IT'S SO LOVELY.
12:28:44 AND THEY GOT REZONED QUITE A FEW YEARS AGO.
12:28:47 THEY WERE ACTUALLY GOING TO DO -- MAKE IT LOOK LIKE BROADWAY
12:28:49 SHOPPES AT THE BOTTOM OF THE PICTURE YOU'LL SEE.
12:28:52 THEY GOT THE DEVELOPMENT ORDER APPROVED, AND THEN IT WAS NOT
12:28:56 APPROVED FOR A SPECIFIC USE.

12:28:58 IT WAS SORT OF A SPECULATIVE ZONING, SO THEY DIDN'T HAVE A
12:29:02 BUYER.
12:29:02 SO WE HAD A SERIES OF BUYERS COMING IN OVER THE YEARS.
12:29:05 NOBODY WANTED TO DO IT.
12:29:07 THEY THOUGHT IT WAS REALLY TOO EXPENSIVE TO DO THE
12:29:09 ARCHITECTURE AT THE BOTTOM.
12:29:10 IT'S BEEN RECENTLY PURCHASED BY PRUITT.
12:29:13 THE PRUITT TRUST.
12:29:14 I BELIEVE THEY ARE ACCOUNTANTS OR SOMETHING, AND THEY MAY
12:29:17 USE IT FOR AN ACCOUNTING OFFICE.
12:29:19 THEY ARE PROPOSING SOME CHANGES TO THE ARCHITECTURE SO IT'S

12:29:22 NOT QUITE AS ORNATE AND THAT JUST CAME IN ALSO, ZONING
12:29:28 AMENDMENT, SO THAT WILL COME BACK TO COUNCIL FOR REVIEW.
12:29:32 >>Mayor McLain: ARE THEY TEARING DOWN THAT OLD -- BUILD
12:29:36 AROUND IT?
12:29:37 >>Mary Gibbs: THEY ARE GOING TO REFACE IT.
12:29:39 EVERYBODY THAT HAS TALKED TO US SAID TEARING IT DOWN IS LIKE
12:29:44 TOO EXPENSIVE I THINK FOR WHAT THE PROPERTY IS WORTH.
12:29:46 SO THEY WILL REFACE IT, WHICH THEY CAN DO.
12:29:51 SO WE'LL SEE HOW THAT WORKS.
12:29:54 QUESTION MARK ALWAYS ON THE NORTH POINT PROPERTY.
12:29:56 WE HAD IT ON THE SLIDES LAST YEAR.
12:29:59 IT IS THE LAST BIG PIECE I THINK WE'VE GOT LEFT IN THE
12:30:02 VILLAGE.
12:30:03 STEVE HAS HAD MEETINGS WITH THEM.
12:30:07 WE'VE HAD SOME RECENT MEETINGS.
12:30:10 WE THINK THEY ARE MOVING ALONG, BUT WE DON'T HAVE AN
12:30:13 APPLICATION.
12:30:14 WE'RE HOPING WE'LL GET SOMETHING LIKE WOODFIELD WITH SOME
12:30:18 REAL MIXED USE AND KIND OF SOCIAL VITALITY.
12:30:22 OH, TIME FOR THE POP QUIZ.
12:30:25 WE'RE WRAPPING UP.
12:30:26 SO THIS IS THE FUN PART.
12:30:30 I NEED -- I WILL SHOW YOU TWO PICTURES OF A COUPLE OF
12:30:33 THINGS.
12:30:33 YOU HAVE TO SAY WHICH ONE YOU PREFER.

12:30:37 YOU CAN APPLAUD.
12:30:38 YOU CAN RAISE YOUR HAND.
12:30:40 I DON'T CARE HOW YOU DO IT.
12:30:41 WE JUST HAVE TO DECIDE WHICH ONE OF THESE IS PREFERABLE.
12:30:45 HAVE A COUPLE OF THESE.
12:30:46 AGAIN, NO GRADING.
12:30:47 POP QUIZ.
12:30:48 THE AUDIENCE IS WELCOME TO RAISE THEIR HANDS AS WELL.
12:30:52 FIRST ONE.
12:30:53 OH, WE HAVE TO PICK.

12:30:56 DOOR NUMBER ONE OR DOOR NUMBER TWO.
12:30:58 DOOR NUMBER ONE, WHAT HAPPENED TO THE CURTAINS?
12:31:05 THE CURTAINS DIDN'T WORK.
12:31:07 WELL, THE CURTAINS WERE GOING TO OPEN.
12:31:11 THIS IS DOOR NUMBER ONE.
12:31:12 THIS IS THE STORAGE, BASICALLY A MINI-WAREHOUSE IN ESTERO.
12:31:18 AND THEN WE HAVE ONE, OH, WE HAVE A MINI-WAREHOUSE NOT IN
12:31:24 ESTERO.
12:31:25 LET'S GO BACK.
12:31:27 DOOR NUMBER ONE, DOOR NUMBER TWO.
12:31:30 >> ONE, ONE.
12:31:31 >>Mary Gibbs: ONE.
12:31:32 WHOO.
12:31:33 OKAY.
12:31:34 I WAS WORRIED FOR A MINUTE.

12:31:35 AND THE INTERESTING THING WITH THE CUBE SMART ONE WHICH IS
12:31:39 NOW PUBLIC STORAGE, THEY DESIGNED IT SO IT LOOKS LIKE AN
12:31:44 OFFICE BUILDING.
12:31:45 WHEN YOU DRIVE BY, YOU DON'T REALLY KNOW WITHOUT THE SIGN
12:31:50 SAYING STORAGE BUILDING.
12:31:51 AND THERE IS KIND OF LUSH LANDSCAPING.
12:31:53 IF YOU COMPARE IT TO THE OTHER ONE, YOU'LL SEE THE
12:31:57 LANDSCAPING IS NOT AS LUSH.
12:31:59 THE ROOF IS FLAT.
12:32:00 THERE IS A BIG EXPANSE.
12:32:01 IT LOOKS LIKE AN INDUSTRIAL BUILDING, BUT THEY DO HAVE SOME
12:32:04 BLUE MEDALLIONS AND I LIKE THE WAY THAT THE FIRE HYDRANT
12:32:09 MATCHES THE COLOR OF THE SIGN.
12:32:12 >>Mayor McLain: NICE LANDSCAPING, TOO.
12:32:13 >>Mary Gibbs: YEAH, THE LANDSCAPING, THAT'S NEW, IT WILL
12:32:16 GROW UP A LITTLE BIT.
12:32:17 THAT'S F.D.O.T.
12:32:23 >>George Zalucki: I WOULD THINK WHAT'S INSIDE THE BUILDING
12:32:26 IS A LOT MORE EXCITING THAN THE OUTSIDE.
12:32:28 >>Mary Gibbs: YES, YEAH, THAT'S WHERE YOU PUT EXPENSIVE
12:32:34 CARS.
12:32:34 YES, VERY NICE.
12:32:36 NOW, I DON'T KNOW IF WE'LL HAVE DOOR NUMBER ONE OR DOOR
12:32:39 NUMBER TWO ON THIS.
12:32:40 DOOR NUMBER ONE AND DOOR NUMBER TWO, NOT WORKING.

12:32:44 DOOR NUMBER ONE, CAR WASH.
12:32:47 CAR WASH IN ESTERO LOCATION.
12:32:49 DOOR NUMBER TWO, CAR WASH, NOT IN ESTERO.
12:32:54 LET'S GO BACK.
12:32:56 DOOR NUMBER ONE.
12:32:57 DOOR NUMBER TWO.

12:33:01 >> NUMBER ONE.
12:33:02 >>Mary Gibbs: NUMBER ONE.
12:33:03 THE NICE THING ABOUT THIS IS YOU DON'T HAVE TO HAVE A LOT OF
12:33:07 SIGNAGE BECAUSE YOU CAN YOUR WALL SIGN.
12:33:09 DON'T NEED A MONUMENT SIGN IN FRONT TO SEE THE CAR WASH AND
12:33:12 ALSO MANAGED TO KEEP THE HERITAGE TREES WHICH ARE REALLY
12:33:15 BEAUTIFUL.
12:33:15 IF YOU GO HERE, YOU'LL SEE, I CALL THIS THE BARBIE CAR WASH.
12:33:22 LANDSCAPING IS NOT VERY LUSH, BUT THEY LOVE PINK AND
12:33:26 FLUTTERING SIGNS TO KIND OF ACCENTUATE IT.
12:33:29 OKAY.
12:33:31 SO WE'LL PICK NUMBER ONE.
12:33:32 MY LAST ONE, I DON'T KNOW IF I HAVE A DOOR HERE.
12:33:36 DOOR NUMBER ONE, BUT THERE IS NO DOOR NUMBER ONE OR DOOR
12:33:40 TWO.
12:33:41 WE PUT IT ON ONE SLIDE.
12:33:43 YOU'LL HAVE TO LOOK AND YOU HAVE TO TELL ME WHICH ONE YOU
12:33:46 THINK IS ESTERO AND WHICH ONE IS NOT ESTERO.
12:33:48 THERE WE GO.

12:33:50 ANYBODY WANT TO VENTURE A BET?
12:33:56 >> IT'S PRETTY CLEAR.
12:33:57 AUTO ZONE LOOKS LIKE ESTERO.
12:34:01 THAT IS THE ONE RIGHT DOWN THE STREET.
12:34:03 >>Mary Gibbs: RIGHT.
12:34:04 CORSA, WHEN WE ACTUALLY SAW THAT IN AN EARLIER SLIDE --
12:34:08 >>Mayor McLain: THAT IS A TOOTH.
12:34:09 >>Mary Gibbs: WELL, THE TOOTH WAS MY FAVORITE.
12:34:12 THAT WAS A DENTIST OFFICE THAT ACTUALLY WHEN I WAS AT THE
12:34:15 COUNTY I HAVE TO ADMIT, THE DENTIST CAME IN TO SEE US TO SEE
12:34:18 IF THEY COULD DO A SIGN THAT WAS LIKE A TOOTH AND THERE WAS
12:34:22 NOTHING IN THE CODE THAT SAID YOU CAN'T DO A TOOTH.
12:34:24 SO THEY COULD DO THE TOOTH, BUT I THINK THE DENTIST MOVED TO
12:34:27 ANOTHER OFFICE BUT THEY LEFT THE TOOTH BEHIND.
12:34:32 I ALSO THINK THE AUTO ZONE IS INTERESTING BECAUSE IF YOU
12:34:34 LOOK ON THE LEFT WE HAVE OUR MONUMENT SIGN.
12:34:37 THE ONE ON THE RIGHT, THE AUTO ZONE WAS THERE BUT KIND OF
12:34:42 BLEW OUT IN THE HURRICANE SO IT HASN'T BEEN REPLACED YET.
12:34:46 WITH THE SIGNS YOU CAN KEEP YOUR CORPORATE IDENTITY AND
12:34:48 STILL HAVE AN ATTRACTIVE SIGN.
12:34:50 I THINK WE'RE DONE.
12:34:52 THE REASON I'M SHOWING YOU THIS SLIDE IS I THINK YOU WANT TO
12:34:57 COMPARE.
12:34:57 I THINK WHAT WE'RE TRYING TO SAY AS CONCLUSION, THE
12:35:01 STANDARDS WE HAVE IN OUR CODE IN COMBINATION WITH THE REVIEW

12:35:04 THAT WE GET FROM THE PLANNING ZONING AND DESIGN BOARD REALLY
12:35:07 MAKES A DIFFERENCE IN PROJECTS AND HELPS THEM WITH THE HIGH

12:35:12 QUALITY AND THEN HELPS TO RETAIN THE VILLAGE CHARACTER.
12:35:14 SO THAT'S BASICALLY THE POINT OF THE QUIZ.
12:35:18 BUT YOU ALL PASSED.
12:35:22 >>Larry Fiesel: I HAVE TWO QUESTIONS, MARY.
12:35:24 ONE IS THE REAL ESTATE OFFICE THAT WAS APPROVED ON THE WEST
12:35:28 SIDE OF 41 ACROSS FROM COCONUT POINTE JUST NORTH OF THE
12:35:31 WOODFIELD DEVELOPMENT.
12:35:33 YOU DON'T HAVE IT IN HERE.
12:35:34 IS IT STILL A VIABLE PROJECT?
12:35:39 >> LONDON BAY.
12:35:39 >>Mary Gibbs: THAT WAS INTERESTING BECAUSE I ACTUALLY
12:35:42 REACHED OUT BECAUSE WE HAVE NOT HAD ANYTHING, WE HAVE NOT
12:35:45 HEARD FROM THEM.
12:35:46 I REACHED OUT TO THEIR CONSULTANT THE OTHER DAY AND SAID
12:35:49 WHAT'S GOING ON WITH THIS PROJECT.
12:35:51 AND SHE SAID, I DON'T KNOW, I'LL FIND OUT.
12:35:53 I HAVE NOT HEARD BACK YET.
12:35:56 I DIDN'T PUT IT IN THE SLIDE.
12:35:58 >>Larry Fiesel: THE OTHER ONE IS THE ARBY'S RENOVATION.
12:36:02 >>Mary Gibbs: THE ARBY'S REFRESH.
12:36:04 THEY DIDN'T REFRESH IT.
12:36:05 THEY FELL OFF THE FACE OF THE EARTH AND NEVER CAME BACK.
12:36:08 I THINK THEY JUST DECIDED THEY WEREN'T GOING TO DO IT.

12:36:11 YOU'LL HAVE TO LOOK AT THAT A LITTLE BIT LONGER.
12:36:16 >>Vice-Mayor Ribble: THE PROPERTY ON THE SOUTH SIDE OF
12:36:18 COCONUT ACROSS FROM WOODFIELD ORIGINALLY WAS APPROVED FOR
12:36:22 HOTEL.
12:36:23 >>Mary Gibbs: THAT ONE, THEY DID NOT HAVE A FLAG AT THE
12:36:28 TIME, SO THEY HAVE NOT COME FORWARD WITH ANYTHING.
12:36:32 I THINK IT WAS SOMEWHAT SPECULATIVE, BUT INTERESTINGLY, WHEN
12:36:35 WOODFIELD CAME IN, I GOT A CALL FROM THE PEOPLE ON THE SOUTH
12:36:39 SIDE THAT SAID WHAT ARE THEY DOING?
12:36:43 WE MIGHT WANT TO DO OUR HOTEL.
12:36:44 THEY SAID HOTEL AND THEY SAID WE MIGHT WANT TO DO OURS NOW.
12:36:49 THAT'S WHAT WE'VE HEARD.
12:36:52 >>George Zalucki: MARY, THANK YOU.
12:36:53 GREAT PRESENTATION.
12:36:54 THANK YOU FOR THE UPDATE, SO HELPFUL.
12:36:56 ONE QUESTION ON A PROJECT THAT I KNOW BUBBLED UP AND I THINK
12:36:58 IT WENT AWAY AS WELL.
12:37:00 THE STORAGE FACILITY OFF OF CORKSCREW ROAD BY THE ELEMENTARY
12:37:03 SCHOOL, ANYTHING GOING ON WITH THAT?
12:37:06 >>Mary Gibbs: YEAH.
12:37:07 WELL, WE KNOW THE GAS STATION WENT AWAY AND THE STORAGE
12:37:13 FACILITY HE GOT IT APPROVED BUT THEY HAVE TO DO A RE-PLAT
12:37:20 BECAUSE THE LOTS AREN'T CORRECT.
12:37:24 THE RE-PLAT HAS TO GO TO COUNCIL.

12:37:25 WE'VE BEEN SEEING THAT GOING BACK AND FORTH.

12:37:28 AT THE SAME TIME, WE WERE CONTACTED BY THE DEVELOPER WHO
12:37:31 SAID HE WANTED TO DO SOMETHING TO NARROW THE ROAD, SOMETHING
12:37:35 WITH THE BUFFER THAT WAS VALUE ENGINEERING AGAIN AND WE SAID
12:37:37 WE NEED TO TALK TO YOU ABOUT THAT.
12:37:39 I THINK HE WAS IN A HURRY TO DO IT BUT NOW HE'S NOT IN A
12:37:43 HURRY TO DO IT.
12:37:44 I KNOW THEY ARE TRYING TO SELL THE OTHER LOT THAT WAS THE
12:37:48 GAS STATION, GOING TO BE THE GAS STATION BECAUSE WE HAD A
12:37:52 FEW PEOPLE COME IN AND TALK TO US ABOUT THAT LOT.
12:37:55 BUT THEY SEEMED TO NOT BE IN A HUGE HURRY TO GET THE PLAT
12:37:59 AND GET IT GOING.
12:38:01 >>George Zalucki: THANK YOU.
12:38:03 THE OTHER QUESTION, I THOUGHT THE DOWNTOWN ESTERO PROJECT,
12:38:06 ARE THEY GOING TO CHANGE THEIR NAME?
12:38:09 >>Mary Gibbs: YEAH, I'M SURE THEY ARE GOING TO CHANGE IT.
12:38:12 WE TOLD THEM ALREADY THEY NEED TO CHANGE THEIR NAME BECAUSE
12:38:15 IT'S TOO CONFUSING.
12:38:16 NOW THEY HAVE A NEW DEVELOPER, THEY USUALLY COME UP WITH A
12:38:20 NEW NAME, BUT WE'LL REMIND THEM.
12:38:22 >>George Zalucki: THANK YOU.
12:38:23 THE LAST IS, GOODWILL IS MOVING OUT OF THE CURRENT BUILDING.
12:38:25 ANY INTEREST IN THAT BUILDING, ANY TENANTS LINED UP?
12:38:29 >>Mary Gibbs: WE HAD A REQUEST FROM A DAY CARE, SO THEY
12:38:33 CONTACTED US AND THEY WERE ALSO INTERESTED IN MAKING SURE WE
12:38:36 GOT THAT PLAYGROUND SQUARE FOOTAGE WORKED OUT BECAUSE

12:38:39 OTHERWISE IT WASN'T GOING TO WORK FOR THEM.
12:38:42 I THINK THEY ARE PRETTY MUCH LOOKING AT THE DAY CARE.
12:38:46 AND THERE IS A DAY CARE RIGHT NEXT TO IT.
12:38:50 >>George Zalucki: PRIMROSE IS RIGHT THERE.
12:38:52 INTERESTING.
12:38:53 >>Mayor McLain: ANY OTHER QUESTIONS?
12:38:55 >>Vice-Mayor Ribble: MARY, I KNOW THIS TOOK A LOT OF TIME
12:38:57 AND EFFORT.
12:38:58 I KEEP THESE AND I USE THEM FOR MY ANNUAL COMMUNITY MEETINGS
12:39:05 ASSOCIATION.
12:39:05 IT'S GREAT PROPAGANDA FOR THE VILLAGE AND PEOPLE REALLY LIKE
12:39:09 BEING INFORMED AND KNOWING WHAT'S GOING ON.
12:39:12 SO THANK YOU AGAIN.
12:39:12 >>Mary Gibbs: THANK YOU.
12:39:13 I DO NEED TO THANK MARYANN DEVANAS WHO IS NOT HERE, BUT DID
12:39:17 A LOT OF WORK ON THIS PowerPoint.
12:39:19 AND THEN CAROL HELPED WHEN MARYANN WAS SICK, SHE HELPED
12:39:23 FINISH THIS UP.
12:39:24 THANK YOU, CAROL.
12:39:26 >>Mayor McLain: COLLABORATIVE EFFORT.

12:39:29 THANK YOU VERY MUCH, MARY.
12:39:29 IT WAS GREAT.
12:39:30 THANK YOU NOT JUST FOR THE PRESENTATION BUT FOR ALL THE WORK
12:39:33 YOUR DEPARTMENT DOES.
12:39:34 IT MAKES IT A BEAUTIFUL PLACE THAT WE'VE GOT HERE.

12:39:38 THANK YOU.
12:39:39 >>Mary Gibbs: THANK YOU.
12:39:40 >>Mayor McLain: IT'S 12:39 AND I'M LOOKING FOR A MOTION TO
12:39:43 ADJOURN.
12:39:46 YOU'RE NOT GOING TO DO IT THIS TIME?
12:39:47 MR. FIESEL WILL DO IT.
12:39:52 SECONDED BY COUNCILMAN LOPEZ.
12:39:54 [SOUNDING GAVEL]

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

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

DRAFT MINUTES
VILLAGE COUNCIL REGULAR MEETING

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

January 3, 2024 9:30 a.m.

1. CALL TO ORDER

INVOCATION

Pastor Todd Weston River of Life Church

PLEDGE OF ALLEGIANCE

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

Also present
Village Manager Steve Sarkozy, Village Attorney Robert Eschenfelder, Community Development Director Mary Gibbs, Kevin Greenville, Finance Director, Robert Wiley, Project Manager, Deputy Village Clerk Tammy Duran, and Village Clerk Carol Sacco.

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

Motion: Motion to approve agenda.

.

Motion by: Councilmember Fiesel
Seconded by: Councilmember Fayhee

Action: Approved agenda.

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

3. PUBLIC COMMENT ON NON-AGENDA ITEMS
None.

4. CONSENT AGENDA

(a) December 6, 2023 Council Meeting Minutes
(b) December 13, 2023 Special Village Council Meeting Minutes

Motion: Motion to approve consent agenda.
.

Motion by: Vice Mayor Ribble
Seconded by: Councilmember Lopez

Action: Approved consent agenda.

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

5. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA
None.

6. ACTION ITEMS

(a) Village of Estero Information Security Policy

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

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

Public Comments
None.

Motion: Motion to adopt the Village of Estero Information Security Policy.

Motion by: Councilmember Lopez
Seconded by: Councilmember Fiesel

Action: Adopted the Village of Estero Information Security Policy.

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

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

Staff Presentation/Comments
Steve Sarkozy, Village Manager
Robert Eschenfelder, Village Attorney

Council Questions or Comments
None.

Public Comments
None.

Motion: 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.

Motion by: Councilmember Fayhee
Seconded by: Councilmember Zalucki

Action: Accepted 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.

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

(c) Village Wide Traffic Study Contract

Staff Presentation/Comments
Steve Sarkozy, Village Manager
Robert Eschenfelder, Village Attorney

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

Public Comments
In Person
None.

eComments
Steven Hamburger, Wild Blue
Phyllis Mojzis, Villa Palmeras

Motion: 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, and authorize the Village Manager to execute an amendment to the agreement to add the locations added by council. Vice Mayor Ribble would like to add the intersection Meadowbrook and Coconut to the study. Councilmember Zalucki would like to add the intersections Corkscrew and Estero Crossing Blvd and Corkscrew and Bella Terra Blvd to the study.

Motion by: Vice Mayor Ribble
Seconded by: Councilmember Ward

Action: Approved 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, and authorize the Village Manager to execute an amendment to the agreement to add the locations added by council. Vice Mayor Ribble would like to add the intersection Meadowbrook and Coconut to the study. Councilmember Zalucki would like to add the intersections Corkscrew and Estero Crossing Blvd and Corkscrew and Bella Terra Blvd to the study.

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

(d) Right of Way Acquisition Services Contract

Staff Presentation/Comments
Steve Sarkozy, Village Manager
Robert Eschenfelder, Village Attorney
Robert Wiley, Project Manger

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

Public Comments
None.

Motion: Motion to approve contract EC 2024-06 with Florida Acquisition Services to provide right-of-way acquisition services to the Village of Estero and 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.

Motion by: Councilmember Fiesel
Seconded by: Councilmember Lopez

Action: Approved contract EC 2024-06 with Florida Acquisition Services to provide right-of-way acquisition services to the Village of Estero and 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.

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

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

Staff Presentation/Comments
Steve Sarkozy, Village Manager
Robert Wiley, Project Manager

Council Questions or Comments
Vice Mayor Ribble and Mayor McLain.

Public Comments
None.

Motion: 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, and authorize the Village Manager to sign Change Order No. 1 to Contract EC 2022-83 with National Water Main Cleaning Company.

Motion by: Councilmember Fiesel
Seconded by: Councilmember Zalucki

Action: Approved 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, and authorize the Village Manager to

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

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

7. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

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

8. VILLAGE ATTORNEY'S REPORT

Robert Eschenfelder, Village Attorney

9. VILLAGE MANAGER'S REPORT

Steve Sarkozy, Village Manager

Adjourn Regular Session at 10:39 am and Convene Workshop Item 10:39 am.

10. WORKSHOP

(a) Review of the Code Enforcement law and procedures

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

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

Public Comments
Clark McKenzie, Estero

Council requested to get periodic updates on code compliance cases.

11. ADJOURNMENT at 11:23 am

Motion by Councilmember Fiesel and seconded by Councilmember Fayhee.

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 24, 2024

Agenda Item:

Financial Report for the month ended September 30, 2023.

Description:

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

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

- *General Fund*: State Revenue Sharing Sales Tax (110%), and State Revenue Sharing Fuel Tax (110%) finished the year with actual totals approximately 10% above budgeted amounts due to continued economic resilience in the area. Half-Cent Sales Tax (120%) accounted for $619,407 of its $4,229,616 year-to-date totals.

- *Hurricane Ian Expenditures:* Hurricane Ian disaster recovery expenditures through the end of the fiscal year totaled approximately $7 million. Expenditures after this date are anticipated to be minimal. The Village is seeking Federal Emergency Management Agency (FEMA) Public Assistance to reimburse for disaster costs. Totaled funds recovered through September 30, 2023, equal $4,023,705. Another payment of $2,894,251.05 was received in November. The Village has now recovered approximately 99% of all Hurricane Ian disaster recovery expenditures and is seeking further reimbursement for the remaining amount.

- *Reserved Funds:* The General Fund has $1,721,747 in operating reserve funds (Unassigned General Fund Balance); $670,000 in litigation defense reserve funds and $148,000 in major road maintenance reserve funds. The Unassigned

General Fund Balance is calculated based on the new Fund Balance Policy of retaining 3 months of operating expenses. The remaining funds are allocated to Capital Projects and total $34,751,676.

- *Available funds:* total funds categorized as available are $52,441,017 which includes the General Fund Capital Projects reserve.

Action Requested:

Accept financial reports.

Financial Impact:

There is no financial impact of this report.

Prepared by: Kevin Greenville, CPA Finance Director

Attachments:

1. September 30, 2023 Financial report

Village of Estero

Budget Report-All Funds
For the Month Ending September 2023

	Current Month Actual	2022-2023 Year to Date Actual	2022-2023 Budget	2022-2023 Budget Variance	2022-2023 Year to Date Percentage
Ad Valorem Taxes	-	5,723,923	5,686,200	37,723	101%
Local Communications Srvs Tax	153,657	1,012,911	958,500	54,411	106%
Local Business Tax	19,365	32,508	8,400	24,108	387%
Franchise Fees-Electric	587,211	2,887,780	2,076,100	811,680	139%
Franchise Fees-Solid Waste	-	89,701	177,200	(87,499)	51%
Franchise Fees-Natural Gas	6,697	134,354	60,000	74,354	224%
Rev Sharing Sales tax	67,326	826,154	752,700	73,454	110%
Mobile Home License	35	3,720	3,200	520	116%
Alcohol Beverage Tax	-	29,527	30,800	(1,273)	96%
Half Cent Sales Tax	619,407	4,229,616	3,521,100	708,516	120%
Fines & Forfeitures	15	115	200	(85)	58%
Interest Income	153,518	877,428	5,600	871,828	15668%
Rental income	3,000	36,000	36,000	-	100%
Miscellaneous Revenue	5,770	72,671	15,000	57,671	484%
Administrative Fee	14,025	161,017	16,500	144,517	976%
Cost Recovery-Admin Charge	550	18,287	23,000	(4,713)	80%
Dev & Zoning-Fixed Fees	6,603	62,788	90,200	(27,412)	70%
Dev & Zoning-Cost Recovery Fee	22,305	153,095	89,900	63,195	170%
Planning-Miscellaneous Revenue	2,525	35,884	50,000	(14,116)	72%
Code Comp & Contractor License	-	3,250	30,000	(26,750)	11%
Local Option Gas Tax-1-6 Cent	100,728	639,884	582,600	57,284	110%
ROW Permits	-	200	1,500	(1,300)	13%
Rev Sharing-Fuel Tax	16,947	207,960	189,500	18,460	110%
FDOT US 41 Light Maintenance	-	143,903	120,000	23,903	120%
ARPA Funding	-	-	-	-	0%
WCIND Marine Patrol Revenue	-	-	600	(600)	0%
FEMA-Federal Share	-	3,785,665	-	3,785,665	0%
FEMA-State Share	-	238,040	-	238,040	0%
Total Revenues-General Fund	**1,779,684**	**21,406,380**	**14,524,800**	**6,881,580**	**147%**
Interest Income-Bldg Fee Fd	-	-	-	-	0%
Building Fees	110,096	1,415,404	1,064,600	350,804	133%
Surcharge Fee Retained	-	1,249	1,000	249	125%
Convenience Fee	4,062	40,831	36,300	4,531	112%
Interest income	2,625	16,175	100	16,075	16175%
Total Revenues-Building Fee Fund	**116,783**	**1,473,659**	**1,102,000**	**371,659**	**134%**
Interest Income	-	-	-	-	0%
Total Revenues-Debt Serv	**-**	**-**	**-**	**-**	**0%**

Village of Estero

Budget Report-All Funds
For the Month Ending September 2023

	Current Month Actual	2022-2023 Year to Date Actual	2022-2023 Budget	2022-2023 Budget Variance	2022-2023 Year to Date Percentage
Local Option Gas Tax 1-5 Cent	74,076	465,738	423,350	42,388	110%
Interest Income-Gas Tax	9,652	55,697	300	55,397	18566%
Developer Contributions-Inters	-	-	-	-	0%
Road Imp Fee-Residential	239,904	3,015,550	88,000	2,927,550	3427%
Road Imp Fees-Commercial	83,403	575,866	425,100	150,766	135%
Interest Income-Rd Impact	50,184	286,375	1,300	285,075	22029%
Interest Income-Com Prk Impact	443	2,722	200	2,522	1361%
Interest Inc-Com Prk Contri	421	2,585	-	2,585	0%
Interest Inc-Public Land	597	3,664	-	3,664	0%
Park Imp Fees-Residential	36,840	382,215	13,500	368,715	2831%
Park Imp Fee-Commercial	-	120,774	40,000	80,774	302%
Interest Income-Park Imp	4,958	26,575	100	26,475	26575%
Total Revenues-Capital Projects Fund	**500,479**	**4,937,760**	**991,850**	**3,945,910**	**498%**
Convenience Fee	241	5,322	-	5,322	0%
Charges for Svcs-Driving Range	14,605	321,004	90,000	231,004	357%
Interest Income	645	4,253	-	4,253	0%
Cash Over / Short	(32)	(79)	-	(79)	0%
Total Revenues-Driving Range Fund	**15,460**	**330,500**	**90,000**	**240,500**	**367%**
Total Revenues-All Funds	**2,412,405**	**28,148,299**	**16,708,650**	**11,439,649**	**168%**
Debt Serv Fd Trans from Gen Fd	-	-	-	-	0%
Cap Projects Trans from Gen Fd	1,200,790	3,881,287	24,817,030	(20,935,743)	16%
Transfer from General Fund	-	-	-	-	0%
Total Revenues and Other Financing Sources-All Funds	**3,613,195**	**32,029,586**	**41,525,680**	**(9,496,094)**	**77%**
Executive Salaries	10,356	124,047	124,300	253	100%
FICA Taxes	792	9,490	9,600	110	99%
Workers Comp	153	343	300	(43)	114%
Unemployment Comp	335	2,047	2,000	(47)	102%
Travel and Per Diem	3,642	7,214	22,000	14,786	33%
Books Pub & Memberships	180	8,183	5,000	(3,183)	164%
Training	-	272	2,000	1,728	14%
Total Village Council	***15,459***	***151,597***	***165,200***	***13,603***	92%

Village of Estero

Budget Report-All Funds
For the Month Ending September 2023

	Current Month Actual	2022-2023 Year to Date Actual	2022-2023 Budget	2022-2023 Budget Variance	2022-2023 Year to Date Percentage
Executive Salary	36,629	241,236	224,700	(16,536)	107%
Car Allowance	923	7,712	7,200	(512)	107%
Regular Salaries & Wages	19,205	138,400	155,700	17,300	89%
FICA Taxes	2,133	23,711	24,500	789	97%
Retirement Contributions	2,885	25,031	47,600	22,570	53%
Group Insurance	9,058	89,718	80,100	(9,618)	112%
Worker's Compensation	553	809	800	(9)	101%
Unemployment Comp	117	790	700	(90)	113%
Contractual Srvs-Adm Assist	-	42,800	-	(42,800)	0%
Miscellaneous Professional Srv	3	3	75,000	74,997	0%
Communication Services	6,003	36,024	33,700	(2,324)	107%
Miscellaneous Contractual Srvs	-	5,000	35,000	30,000	14%
Travel & Per Diem	1,091	5,208	12,000	6,792	43%
Public Relations	4,622	19,146	15,000	(4,146)	128%
Books Pub & Memberships	-	2,364	3,000	636	79%
Training	-	470	4,000	3,530	12%
Total Village Manager	***83,222***	***638,422***	***719,000***	***80,578***	89%
Village Attorney	41,492	203,257	200,000	(3,257)	102%
Land Use Legal	4,230	67,536	85,000	17,464	79%
Comprehensive Plan Legal	-	-	15,000	15,000	0%
Code Enforcement Legal	-	-	12,000	12,000	0%
Land Dev Code Legal	-	-	15,000	15,000	0%
Miscellaneous legal	-	6,325	-	(6,325)	0%
Total Village Attorney	***45,722***	***277,118***	***327,000***	***49,882***	85%
Regular Salaries & Wages	4,754	41,412	154,800	113,388	27%
FICA Taxes	364	3,168	11,900	8,732	27%
Retirement Contributions	1,244	8,709	9,700	991	90%
Group Insurance	-	-	25,200	25,200	0%
Worker's Compensation	487	544	300	(244)	181%
Unemployment Compensation	134	769	800	31	96%
Codification	-	-	3,000	3,000	0%
Election services	-	83,223	-	(83,223)	#DIV/0!
Misc & Contractual	-	5	-	(5)	#DIV/0!
Travel & per diem	-	1,478	500	(978)	296%
Legal Notices	1,179	3,660	5,000	1,340	73%
Books, Pub and Notices	200	450	500	50	90%
Training	150	2,241	100	(2,141)	2241%
Total Village Clerk	***8,511***	***145,659***	***211,800***	***66,141***	69%

Village of Estero

Budget Report-All Funds
For the Month Ending September 2023

	Current Month Actual	2022-2023 Year to Date Actual	2022-2023 Budget	2022-2023 Budget Variance	2022-2023 Year to Date Percentage
Regular Salaries & Wages	31,176	324,557	381,800	57,243	85%
FICA Taxes	2,341	24,432	28,900	4,468	85%
Retirement Contributions	1,999	16,659	19,100	2,442	87%
Group Insurance	3,313	33,305	30,300	(3,005)	110%
Worker's Compensation	-	308	800	492	38%
Unemployment Compensation	184	1,141	1,100	(41)	104%
Accounting Services	12,806	33,931	20,000	(13,931)	170%
Auditing & Actuarial Services	-	44,700	50,000	5,300	89%
Travel and per Diem	-	4,573	-	(4,573)	0%
Books, Publications & Members	530	1,346	750	(596)	179%
Total Finance	***52,350***	***484,953***	***532,750***	***47,797***	91%
Regular Salaries & Wages	42,232	293,377	289,600	(3,777)	101%
FICA Taxes	3,197	21,857	23,200	1,343	94%
Retirement Contributions	4,373	37,039	45,200	8,161	82%
Group Insurance	6,511	62,667	82,000	19,333	76%
Worker's Compensation	1,273	4,648	6,400	1,752	73%
Unemployment Compensation	201	1,376	900	(476)	153%
Land Development Code	1,309	1,309	40,000	38,691	3%
Comp Plan/Land Dev Regulations	-	-	30,000	30,000	0%
Growth Model Srvs	-	-	10,000	10,000	0%
Development Srvcs Manager	-	-	40,000	40,000	0%
Misc Professional Services	14,348	14,348	65,000	50,653	22%
Economic Development	-	12,500	60,000	47,500	21%
Travel & Per Diem	-	204	2,000	1,796	10%
Legal Notices-Plan & Zoning	-	2,403	6,000	3,597	40%
Books, Pub & Memberships	-	4,309	10,000	5,691	43%
Training	-	317	600	283	53%
Total Development Services	***73,445***	***456,354***	***710,900***	***254,546***	64%
Cost Recovery-Wages	13,235	126,498	119,600	(6,898)	106%
Cost Recovery FICA Taxes	1,012	9,640	8,000	(1,640)	121%
Cost Recovery Worker's Comp	-	-	1,400	1,400	0%
Cost Recovery Unemploy Comp	-	-	300	300	0%
Cost Recovery Prof Services	2,300	11,200	15,000	3,800	75%
Planning & Zoning-Fixed Fee	37,694	240,443	350,000	109,557	69%
Total Planning, Zoning and Development Review Services	***54,242***	***387,781***	***494,300***	***106,519***	78%

Village of Estero

Budget Report-All Funds
For the Month Ending September 2023

	Current Month Actual	2022-2023 Year to Date Actual	2022-2023 Budget	2022-2023 Budget Variance	2022-2023 Year to Date Percentage
Special Magistrate Srvs	-	3,625	16,000	12,375	23%
Code Compliance Contract Srvs	-	12,566	160,160	147,594	8%
Other Chrges-Filing Fees	38	296	1,200	904	25%
Total Code Compliance Services	***38***	***16,486***	***177,360***	***160,874***	9%
Lee Cty Animal Control Srvs	11,348	11,348	38,000	26,653	30%
Total Animal Control	***11,348***	***11,348***	***38,000***	***26,653***	30%
Flood Plain-Com Rating System	1,400	8,800	150,000	141,200	6%
NPDES Compliance	-	-	5,000	5,000	0%
Water Level & Quality Monitor	25,711	84,172	100,000	15,828	84%
Estero River Sediment Analysis	-	-	20,000	20,000	0%
Water & Sewer Expansion	23,838	56,093	-	(56,093)	0%
Community Monitoring	-	-	20,000	20,000	0%
Misc. Professional Services	1,500	5,000	-	(5,000)	0%
Miscellaneous Stormwate Maint	-	-	300,000	300,000	0%
Estero River Maintenance	-	989	-	(989)	0%
Reclaimed Water Study	3,575	68,958	-	(68,958)	0%
Miscellaneous Stormwate Maint	-	-	-	-	0%
Water Quality Joint Advocacy	-	5,000	5,000	-	100%
Total Public Works/ Physical Environment	***56,024***	***229,013***	***600,000***	***370,987***	38%

Village of Estero

Budget Report-All Funds
For the Month Ending September 2023

	Current Month Actual	2022-2023 Year to Date Actual	2022-2023 Budget	2022-2023 Budget Variance	2022-2023 Year to Date Percentage
Regular Salaries & Wages	-	-	301,300	301,300	0%
Public Works Wages	39,951	318,807	-	(318,807)	0%
FICA Taxes	2,977	23,405	22,000	(1,405)	106%
Retirement Contribution	1,996	16,858	20,600	3,742	82%
Group Insurance	4,716	46,018	44,900	(1,118)	102%
Worker's Compensation	1,012	6,208	8,700	2,492	71%
Unemployment Compensation	151	772	900	128	86%
Traffic Counts	-	16,080	16,500	420	97%
Misc Professional Services	13,067	102,650	60,000	(42,650)	171%
Misc Construction Services	-	3,937	60,000	56,063	7%
Bridge Maintenance	-	-	10,000	10,000	0%
Guardrail Maintenance	-	-	-	-	0%
Irrigation Maintenance	26,493	84,194	-	(84,194)	0%
Landscape Maintenance	-	32,410	152,500	120,090	21%
Minor Paving Services	-	41,760	-	(41,760)	0%
Mowing Maintenance	22,820	85,575	-	(85,575)	0%
Ditch Maintenance	14,085	213,677	-	(213,677)	0%
Sidewalk Maintenance	-	-	-	-	0%
Street Light Maintenance	-	20,885	50,000	29,115	42%
Street Sweeping Services	3,200	28,610	22,000	(6,610)	130%
Traffic Sign Maintenance	13	68,322	5,000	(63,322)	1366%
Traffic Signal Maintenance	-	5,273	6,000	727	88%
Right-of-Way Permit Review	-	7,363	20,000	12,637	37%
Railroad Maintenance	-	19,670	150,000	130,330	13%
Misc Landscape Projects	13,068	23,940	20,000	(3,940)	120%
Sandy Lane Bridge Maint/Access	-	-	-	-	0%
Road Maintenance	20	718	250,000	249,282	0%
US41 Traffic Signal Maint	-	-	30,000	30,000	0%
US41 Landscape Maint	42,190	342,640	333,000	(9,640)	103%
Estero Parkway Landscape Maint	116,547	492,150	486,500	(5,650)	101%
Roadway Striping	-	42,000	-	(42,000)	0%
Travel	441	5,400	5,000	(400)	108%
Communications	80	527	500	(27)	105%
Utilities	12,830	68,806	35,270	(33,536)	195%
Equipment & leases	550	3,160	2,500	(660)	126%
Street Light Insurance	3,214	12,857	16,500	3,643	78%
Operating Supplies	1,227	2,938	3,000	62	98%
Books, Publications & Members	800	1,839	1,500	(339)	123%
Training	-	369	2,000	1,631	18%
Total Public Works/ Transportation	***321,448***	***2,139,816***	***2,136,170***	***(3,646)***	100%

Village of Estero

Budget Report-All Funds
For the Month Ending September 2023

	Current Month Actual	2022-2023 Year to Date Actual	2022-2023 Budget	2022-2023 Budget Variance	2022-2023 Year to Date Percentage
Webmaster Srvs & Maintenance	35,456	54,694	9,000	(45,694)	608%
Software Licensing	27,495	111,756	70,000	(41,756)	160%
Information Technology Srvs	72,594	198,668	120,000	(78,668)	166%
Audio Visual Services	-	-	120,000	120,000	0%
Small tools & equipment	146	205	10,000	9,795	2%
Capital Outlay	-	-	10,000	10,000	0%
Total Information Technology	***135,692***	***365,323***	***339,000***	***(26,323)***	108%
Lee Cty Law Enforcement	440	4,022	10,000	5,978	40%
Total Law Enforcement/ Security	***440***	***4,022***	***10,000***	***5,978***	40%
Regular Salaries & Wages	-	-	115,000	115,000	0%
FICA Taxes	-	-	8,800	8,800	0%
Retirement Contributions	-	-	14,400	14,400	0%
Group Insurance	-	-	30,000	30,000	0%
Worker's Compensation	-	-	3,400	3,400	0%
Unemlpoyment Compensation	-	-	300	300	0%
Parks Master Plan	-	8,550	-	(8,550)	0%
YMCA Operating Agreement	21,815	204,118	63,000	(141,118)	324%
Utilities	1,595	7,191	6,000	(1,191)	120%
Equipment Rent & Leases	740	1,343	1,100	(243)	122%
Repairs & Maint	99	5,699	20,000	14,301	28%
Total Parks & Recreation	***24,249***	***226,902***	***262,000***	***35,098***	87%
Recruitment Services	-	11,492	-	(11,492)	0%
Lobbying Services	3,000	33,000	80,000	47,000	41%
State Administrative Fees	-	-	9,500	9,500	0%
Tax Collector Fees	-	-	3,750	3,750	0%
Audio Visual Services	3,270	25,015	20,000	(5,015)	125%
Misc Contractual Srvcs	-	1,700	250,000	248,300	1%
Travel	18	2,765	-	(2,765)	0%
Communications	9,884	14,800	5,000	(9,800)	296%
Freight & Postage	642	1,867	3,500	1,633	53%
Utilities	21,025	49,177	17,500	(31,677)	281%
Equipment Rental & Leases	1,832	10,613	10,000	(613)	106%
Office Lease-Corkscrew Palms	43,469	270,432	259,400	(11,032)	104%
Insurance	46,084	118,343	78,700	(39,643)	150%
Repairs & Maintenance	2,351	13,746	20,000	6,254	69%
Printing	-	83	1,500	1,417	6%
Bank Charges	-	269	-	(269)	0%
Contingency	-	-	104,200	104,200	0%
Office Supplies	1,783	8,288	6,500	(1,788)	128%
Operating Supplies	1,001	27,089	11,000	(16,089)	246%
Books Pub & Membership	167	1,047	2,000	953	52%
Capital Outlay	-	370	-	(370)	0%
Total General Government	***134,527***	***590,097***	***882,550***	***292,453***	67%

Village of Estero

Budget Report-All Funds
For the Month Ending September 2023

	Current Month Actual	2022-2023 Year to Date Actual	2022-2023 Budget	2022-2023 Budget Variance	2022-2023 Year to Date Percentage
Lee Cty Marine Patrol	-	-	43,860	43,860	0%
Total Lee County Marine Patrol	***-***	***-***	***43,860***	***43,860***	0%
Hurricane Professional Srvcs	9,650	81,934	-	(81,934)	0%
Disaster Preparedness Services	33,141	43,499	10,000	(33,499)	435%
Hurricane Debris Removal	-	6,952,800	-	(6,952,800)	0%
Hurricane Operating Supplies	5,738	14,803	-	(14,803)	0%
Total Disaster Services	***48,529***	***7,093,036***	***10,000***	***(7,083,036)***	70930%
Total Expenditures-General Fund	***1,065,246***	***13,217,926***	***7,659,890***	***(5,558,036)***	173%
Building Service Contract	250,934	1,343,606	897,500	(446,106)	150%
Building IT Contract Services	974	5,960	5,000	(960)	119%
Records Imaging Services	-	-	-	-	0%
Software Consultant	18,345	67,620	-	(67,620)	0%
Inkforce Software	2,550	15,300	15,800	500	97%
Communications	309	1,775	1,600	(175)	111%
Freight & Postage	187	423	500	77	85%
Utilities	4,155	7,499	3,000	(4,499)	250%
Equipment Lease	1,251	8,255	8,600	345	96%
Office Lease-Corkscrew Palms	8,903	55,390	53,100	(2,290)	104%
Repairs & Maintenance	402	2,360	3,000	640	79%
Credit Card Fees	4,769	36,702	38,600	1,898	95%
Office Supplies	403	3,742	2,100	(1,642)	178%
Operating Supplies	32	618	8,200	7,582	8%
Capital outlay	-	-	305,000	305,000	0%
Total Expenditures-Building Fee Fund	***293,214***	***1,549,250***	***1,342,000***	***(207,250)***	115%
Principal Payments	-	-	-	-	0%
Interest Expense	-	-	-	-	0%
Total Expenditures-Debt Service	***-***	***-***	***-***	***-***	0%

Village of Estero

Budget Report-All Funds
For the Month Ending September 2023

	Current Month Actual	2022-2023 Year to Date Actual	2022-2023 Budget	2022-2023 Budget Variance	2022-2023 Year to Date Percentage
Estero Parkway Improvements	-	70,164	-	(70,164)	0%
River Ranch Rd Improvements	7,232	250,738	5,675,350	5,424,612	4%
Corkscrew Rd Widening	19,768	432,110	5,441,000	5,008,890	8%
Bridge Maintenance	-	-	-	-	0%
Williams Rd Widening	-	5,250	867,500	862,250	1%
Total Roadway Projects	***32,322***	***763,583***	***11,983,850***	***11,220,267***	6%
Corkscrew Rd Signal-Puente Ln	-	70,811	460,000	389,189	15%
Williams Rd Intersection Impro		-	-	-	0%
Williams Rd High School Turn	-	-	-	-	0%
US41 Pelican Colony Signal	-	-	-	-	0%
Total Intersection Improve Proj	***-***	***70,811***	***460,000***	***389,189***	15%
Coconut Rd Crosswalks	-	-	177,800	177,800	0%
Williams Rd Bike/Sidewalks	-	151,705	2,914,150	2,762,446	5%
Intersect Safety Improv Study	-	-	110,000	110,000	0%
Sandy Ln Bike-Ped Improv	-	287,180	2,056,380	1,769,200	14%
Broadway E Shared Use Path	-	-	-	-	0%
Broadway W Bus Stop Improv	-	-	-	-	0%
Total Bicycle & Ped Improv Proj	***-***	***438,884***	***5,258,330***	***4,819,446***	8%
US 41 FDOT Landscape	8,868	8,868	540,000	531,133	2%
US 41 Landscaping Enhancement	11,000	32,630	-	(32,630)	0%
Monument Sign/Branding	58,942	75,442	-	(75,442)	0%
US 41 Monument Signs	10,690	54,440	480,000	425,560	11%
Three Oaks Prkwy MonumentSigns	-	9,090	420,000	410,910	2%
Via Coconut Pt Landscap Improv	1,000	5,167	-	(5,167)	0%
Ben Hill Griff Pkwy Landsc Imp	548	93,256	2,094,000	2,000,744	4%
I-75 Interchange Landscaping	-	-	100,000	100,000	0%
Williams Rd Landscape Improv	-	3,563	-	(3,563)	0%
Total Landscaping & Beauti Proj	***91,047***	***282,454***	***3,634,000***	***3,351,546***	8%
Park Capital Projects	-	-	-	-	0%
Estero on River Master Plan	47,364	191,299	252,000	60,701	76%
Estero Com Prk Master Plan	-	-	150,000	150,000	0%
Estero Com Prk Expansion	4,800	9,600	5,550,000	5,540,400	0%
Estero on the River Improvemen	46,159	129,817	2,250,000	2,120,183	6%
Williams Road Property Improv	161,096	351,350	-	(351,350)	0%
River Oaks Prop Imp	6,000	112,280	-	(112,280)	0%
Total Parks & Recreation Proj	***265,419***	***794,346***	***8,202,000***	***7,407,654***	10%

Village of Estero

Budget Report-All Funds
For the Month Ending September 2023

	Current Month Actual	2022-2023 Year to Date Actual	2022-2023 Budget	2022-2023 Budget Variance	2022-2023 Year to Date Percentage
Estero River N Brnch Drainage	30,439	90,956	1,964,250	1,873,294	5%
Package WWTP UEP Design & Perm	-	900	105,000	104,100	1%
Broadway W UEP Design & Permit	20,672	546,419	885,000	338,581	62%
Broadway E Design & Permitting	208,111	692,846	930,000	237,154	74%
Estero Rvr Sediment Removal	11,722	25,790	30,000	4,210	86%
UTL Expan - Estero Bay Village	-	290,751	-	(290,751)	0%
UTL Expan - Sunny Grove	800	217,325	-	(217,325)	0%
UTL Expan-Cypress Bend	-	272,411	-	(272,411)	0%
UTL Expan-See See Street	6,620	23,748	-	(23,748)	0%
UTL Expan-Cypress Park	9,873	9,873	-	(9,873)	0%
Total Stormwater Projects	***288,236***	***2,171,018***	***3,914,250***	***1,743,232***	55%
Land Purchase-Estero on River	-	-	-	-	0%
Williams Road Driving Range	-	-	-	-	0%
River Oaks Preserve Land	-	-	-	-	0%
Total Land Acquistions	**-**	**-**	**-**	**-**	0%
Total Expenditures-Capital Project Fund	***677,023***	***4,521,097***	***33,452,430***	***28,931,333***	14%
Misc Contracted Services	38,472	304,511	36,000	(268,511)	846%
Communications	558	1,702	-	(1,702)	0%
Utilities	536	2,849	3,700	851	77%
Equipment Leases & Rentals	-	-	900	900	0%
Repairs & Maintenance	75	1,908	10,000	8,092	19%
Credit Card Fees	513	9,122	2,200	(6,922)	415%
Operating Supplies	-	44	1,500	1,456	3%
Total Expenditures-Driving Range Fund	***40,154***	***320,137***	***54,300***	***(265,837)***	590%
Total Expenditures-All Funds	***2,075,637***	***19,608,409***	***42,508,620***	***22,900,211***	***46%***
Gen Fd Trans to Debt Service	-	-	-	-	0%
Gen Fd Trans to Cap Projects	939,534	3,620,030	24,817,030	21,197,000	15%
Transfer to Driving Range Fund	-	-	-	-	0%
CIP Tran from Gas Tax-300-000	-	-	-	-	0%
CIP Tran from RdImp 300-990	(36,356)	(1,207,148)	-	1,207,148	0%
CIP Tran from Park IF 300-995	-	-	-	-	0%
Gas Tax Trans to CIP-300-266	-	-	-	-	0%
Rd Imp Fee Trans toCIP-300-990	36,356	1,207,148	-	(1,207,148)	0%
Park Imp Fee Tran to CIP-995	-	-	-	-	0%
Total Expenditures and Other Financing Uses-All Funds	***3,015,171***	***23,228,440***	***67,325,650***	***44,097,210***	35%
Excess Revenue over Expenditures	**598,024**	**8,801,146**	**(25,799,970)**	**34,601,116**	**-34%**
Estimated Prior Year Surplus		47,984,413	47,984,413	-	
Fund Balance		**56,785,559**	**22,184,443**	**34,601,116**	

Village of Estero

Budget Report-All Funds
For the Month Ending September 2023

	Current Month Actual	2022-2023 Year to Date Actual	2022-2023 Budget	2022-2023 Budget Variance	2022-2023 Year to Date Percentage
General Fund					
Revenues	1,779,684	21,406,380	14,524,800	6,881,580	147%
Expenditures	1,065,246	13,217,926	7,659,890	(5,558,036)	173%
Operating Excess (deficit)	714,438	8,188,454	6,864,910	1,323,544	
Transfers out to Debt Service	-	-	-	-	0%
Transfers out to Capital Projects	(939,534)	(3,620,030)	(24,817,030)	21,197,000	15%
Transfer out to Driving Range	-	-	-	-	0%
Operating Excess (deficit)	(225,096)	4,568,424	(17,952,120)	22,520,544	
Building Fee Fund					
Revenues	116,783	1,473,659	1,102,000	371,659	134%
Expenditures	293,214	1,549,250	1,342,000	(207,250)	115%
Operating Excess (deficit)	(176,432)	(75,591)	(240,000)	164,409	
Debt Service Fund					
Revenues	-	-	-	-	0%
Expenditures	-	-	-	-	0%
Operating Excess (deficit)	-	-	-	-	
Debt Service Proceeds	-	-	-	-	0%
Transfers in from General Fund	-	-	-	-	0%
Transfers out to Capital Projects	-	-	-	-	0%
Operating Excess (deficit)	-	-	-	-	
Capital Projects Fund					
Revenues	500,479	4,937,760	991,850	3,945,910	498%
Expenditures	677,023	4,521,097	33,452,430	28,931,333	14%
Operating Excess (deficit)	(176,545)	416,663	(32,460,580)	32,877,243	
Transfers in from Other Funds	1,200,790	3,881,287	24,817,030	(20,935,743)	16%
Operating Excess (deficit)	1,024,246	4,297,950	(7,643,550)	11,941,500	
Driving Range Fund					
Revenues	15,460	330,500	90,000	240,500	367%
Expenditures	40,154	320,137	54,300	(265,837)	0%
Operating Excess (deficit)	(24,694)	10,364	35,700	(25,336)	
Transfers in from Other Funds	-	-	-	-	0%
Operating Excess (deficit)	(24,694)	10,364	35,700	(25,336)	

Village of Estero

Budget Report-All Funds
For the Month Ending September 2023

	Current Month Actual	2022-2023 Year to Date Actual	2022-2023 Budget	2022-2023 Budget Variance	2022-2023 Year to Date Percentage
Reserved and Available Funds Report					
General Fund Reserves		$ 1,721,747			
Litigation Defense Reserve		670,000			
Major Road Maintenance Reserve		148,000			
Total Reserved Funds		$ 2,539,747			
General Fund Capital Projects		$ 34,751,676			
Building Fee Fund		584,716			
Gas Tax Capital Projects		2,413,436			
Developer Contribution		252,205			
Road Impact Fees		12,659,568			
Community Park Impact Fees		110,768			
Regional Park Impact Fees		-			
Estero Park Entry Contribution		103,717			
Park Imp Fees		1,257,513			
Public Land Purchase		146,973			
Driving Range		160,446			
Total Available Funds		$ 52,441,017			

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
January 24, 2024

Agenda Item:

Financial Report for the month ended October 31, 2023.

Description:

This financial report provides budget to actual comparisons for the month ending October 31, 2023, which is the **first** month of the 2023-2024 fiscal year. Activity year to date is trending as projected during the fourth quarter of the fiscal year.

- *Ad valorem (real estate) taxes*: As expected, there were no collections reported during the first month of the fiscal year.

- *General Fund*: State Revenue Sharing Sales Tax (8%), and State Revenue Sharing Fuel Tax (9%) began strong this fiscal year, Half-Cent Sales Tax (0%) as of the formulating this report and had no revenues recorded.

- *Reserved Funds:* The General Fund has $1,721,747 in operating reserve funds (Unassigned General Fund Balance); $670,000 in litigation defense reserve funds and $148,000 in major road maintenance reserve funds. The Unassigned General Fund Balance is calculated based on the new Fund Balance Policy of retaining 3 months of operating expenses. The remaining funds are allocated to Capital Projects and total $35,350,804.

- *Available funds:* total funds categorized as available are $53,345,114 which includes the General Fund Capital Projects reserve.

Action Requested:

Accept financial reports.

Financial Impact:

There is no financial impact of this report.

Prepared by: Kevin Greenville, CPA Finance Director

Attachments:

1. October 31, 2023 Financial report

Village of Estero

Budget Report-All Funds
For the Month Ending October 23

	Current Month Actual	2023-2024 Year to Date Actual	2023-2024 Budget	2023-2024 Budget Variance	2023-2024 Year to Date Percentage
Ad Valorem Taxes	-	-	6,159,500	(6,159,500)	0%
Local Communications Srvs Tax	-	-	975,000	(975,000)	0%
Local Business Tax	-	-	25,000	(25,000)	0%
Franchise Fees-Electric	-	-	2,402,500	(2,402,500)	0%
Franchise Fees-Solid Waste	47,229	47,229	137,500	(90,271)	34%
Franchise Fees-Natural Gas	6,087	6,087	85,000	(78,913)	7%
Rev Sharing Sales tax	67,326	67,326	835,000	(767,674)	8%
Mobile Home License	107	107	3,885	(3,779)	3%
Alcohol Beverage Tax	-	-	30,575	(30,575)	0%
Half Cent Sales Tax	-	-	4,250,000	(4,250,000)	0%
Fines & Forfeitures	102	102	250	(148)	41%
Interest Income	157,213	157,213	600,000	(442,787)	26%
Rental income	6,000	6,000	36,000	(30,000)	17%
Miscellaneous Revenue	166	166	27,500	(27,334)	1%
Administrative Fee	17,518	17,518	65,000	(47,482)	27%
Cost Recovery-Admin Charge	-	-	14,000	(14,000)	0%
Dev & Zoning-Fixed Fees	4,000	4,000	68,500	(64,500)	6%
Dev & Zoning-Cost Recovery Fee	-	-	93,500	(93,500)	0%
Planning-Miscellaneous Revenue	2,575	2,575	32,500	(29,925)	8%
Code Comp & Contractor License	-	-	25,000	(25,000)	0%
Local Option Gas Tax-1-6 Cent	-	-	635,000	(635,000)	0%
ROW Permits	-	-	1,250	(1,250)	0%
Rev Sharing-Fuel Tax	16,947	16,947	197,500	(180,553)	9%
FDOT US 41 Light Maintenance	-	-	135,000	(135,000)	0%
ARPA Funding	-	-	-	-	0%
WCIND Marine Patrol Revenue	-	-	-	-	0%
FEMA-Federal Share	-	-	2,000,000	(2,000,000)	0%
FEMA-State Share	-	-	-	-	0%
Total Revenues-General Fund	**325,270**	**325,270**	**18,834,960**	**(18,509,690)**	**2%**
Interest Income-Bldg Fee Fd	-	-	-	-	0%
Building Fees	144,505	144,505	1,175,000	(1,030,495)	12%
Surcharge Fee Retained	-	-	3,500	(3,500)	0%
Convenience Fee	3,184	3,184	33,500	(30,316)	10%
Interest income	2,403	2,403	17,250	(14,847)	14%
Total Revenues-Building Fee Fund	**150,092**	**150,092**	**1,229,250**	**(1,079,158)**	**12%**
Interest Income	-	-	-	-	0%
Total Revenues-Debt Serv	**-**	**-**	**-**	**-**	**0%**

Village of Estero

Budget Report-All Funds
For the Month Ending October 23

	Current Month Actual	2023-2024 Year to Date Actual	2023-2024 Budget	2023-2024 Budget Variance	2023-2024 Year to Date Percentage
Local Option Gas Tax 1-5 Cent	-	-	435,250	(435,250)	0%
Interest Income-Gas Tax	8,837	8,837	21,000	(12,163)	42%
Developer Contributions-Inters	-	-	65,000	(65,000)	0%
Road Imp Fee-Residential	348,404	348,404	750,000	(401,596)	46%
Road Imp Fees-Commercial	61,906	61,906	225,000	(163,094)	28%
Interest Income-Rd Impact	45,948	45,948	72,500	(26,552)	63%
Interest Income-Com Prk Impact	406	406	7,250	(6,844)	6%
Interest Inc-Com Prk Contri	386	386	6,250	(5,864)	6%
Interest Inc-Public Land	546	546	9,500	(8,954)	6%
Park Imp Fees-Residential	36,840	36,840	65,000	(28,160)	57%
Park Imp Fee-Commercial	16,268	16,268	33,500	(17,232)	49%
Interest Income-Park Imp	4,539	4,539	11,250	(6,711)	40%
Total Revenues-Capital Projects Fund	**524,080**	**524,080**	**1,701,500**	**(1,177,420)**	**31%**
Convenience Fee	472	472	5,940	(5,468)	8%
Charges for Svcs-Driving Range	25,520	25,520	357,815	(332,296)	7%
Interest Income	591	591	5,750	(5,159)	10%
Cash Over / Short	(10)	(10)	-	(10)	0%
Total Revenues-Driving Range Fund	**26,573**	**26,573**	**369,505**	**(342,932)**	**7%**
Total Revenues-All Funds	**1,026,014**	**1,026,014**	**22,135,215**	**(21,109,201)**	**5%**
Debt Serv Fd Trans from Gen Fd	-	-	-	-	0%
Cap Projects Trans from Gen Fd	46,121	46,121	31,245,915	(31,199,794)	0%
Transfer from General Fund	-	-	-	-	0%
Total Revenues and Other Financing Sources-All Funds	**1,072,135**	**1,072,135**	**53,381,130**	**(52,308,995)**	**2%**
Executive Salaries	10,356	10,356	124,300	113,944	8%
FICA Taxes	792	792	9,600	8,808	8%
Workers Comp	-	-	1,950	1,950	0%
Unemployment Comp	29	29	2,000	1,971	1%
Travel and Per Diem	226	226	23,000	22,774	1%
Books Pub & Memberships	8,334	8,334	6,000	(2,334)	139%
Training	-	-	2,500	2,500	0%
Total Village Council	***19,738***	***19,738***	***169,350***	***149,612***	12%

Village of Estero

Budget Report-All Funds
For the Month Ending October 23

	Current Month Actual	2023-2024 Year to Date Actual	2023-2024 Budget	2023-2024 Budget Variance	2023-2024 Year to Date Percentage
Executive Salary	9,547	9,547	248,210	238,664	4%
Car Allowance	308	308	8,000	7,692	4%
Regular Salaries & Wages	5,381	5,381	164,440	159,059	3%
FICA Taxes	536	536	32,200	31,664	2%
Retirement Contributions	1,002	1,002	40,040	39,038	3%
Group Insurance	14,234	14,234	96,900	82,666	15%
Worker's Compensation	-	-	6,460	6,460	0%
Unemployment Comp	19	19	850	831	2%
Contractual Srvs-Adm Assist	-	-	75,000	75,000	0%
Miscellaneous Professional Srv	-	-	-	-	0%
Communication Services	3,000	3,000	37,500	34,500	8%
Miscellaneous Contractual Srvs	-	-	35,000	35,000	0%
Travel & Per Diem	-	-	12,500	12,500	0%
Public Relations	750	750	17,500	16,750	4%
Books Pub & Memberships	-	-	4,000	4,000	0%
Training	-	-	4,250	4,250	0%
Total Village Manager	***34,777***	***34,777***	***782,850***	***748,073***	4%
Village Attorney	-	-	212,500	212,500	0%
Land Use Legal	-	-	85,000	85,000	0%
Comprehensive Plan Legal	-	-	15,000	15,000	0%
Code Enforcement Legal	-	-	12,000	12,000	0%
Land Dev Code Legal	-	-	15,000	15,000	0%
Miscellaneous legal	-	-	12,500	12,500	0%
Total Village Attorney	***-***	***-***	***352,000***	***352,000***	0%
Regular Salaries & Wages	1,652	1,652	151,500	149,848	1%
FICA Taxes	126	126	11,600	11,474	1%
Retirement Contributions	432	432	11,250	10,818	4%
Group Insurance	-	-	36,310	36,310	0%
Worker's Compensation	-	-	2,340	2,340	0%
Unemployment Compensation	15	15	850	835	2%
Codification	-	-	3,000	3,000	0%
Travel & per diem	-	-	1,250	1,250	0%
Legal Notices	-	-	5,000	5,000	0%
Books, Pub and Notices	-	-	500	500	0%
Training	-	-	750	750	0%
Total Village Clerk	***2,225***	***2,225***	***224,350***	***222,125***	1%

Village of Estero

Budget Report-All Funds
For the Month Ending October 23

	Current Month Actual	2023-2024 Year to Date Actual	2023-2024 Budget	2023-2024 Budget Variance	2023-2024 Year to Date Percentage
Regular Salaries & Wages	8,400	8,400	340,250	331,850	2%
FICA Taxes	624	624	26,050	25,426	2%
Retirement Contributions	695	695	18,100	17,405	4%
Group Insurance	5,466	5,466	37,000	31,534	15%
Worker's Compensation	-	-	5,220	5,220	0%
Unemployment Compensation	25	25	1,250	1,225	2%
Accounting Services	2,625	2,625	100,000	97,375	3%
Auditing & Actuarial Services	-	-	52,250	52,250	0%
Travel and per Diem	-	-	3,500	3,500	0%
Books, Publications & Members	-	-	1,500	1,500	0%
Training	135	135	1,500	1,365	9%
Total Finance	***17,970***	***17,970***	***586,620***	***568,650***	3%
Regular Salaries & Wages	21,753	21,753	575,730	553,977	4%
FICA Taxes	1,650	1,650	44,080	42,430	4%
Retirement Contributions	1,520	1,520	54,760	53,240	3%
Group Insurance	8,387	8,387	102,900	94,513	8%
Worker's Compensation	-	-	12,710	12,710	0%
Unemployment Compensation	66	66	1,500	1,434	4%
Land Development Code	637	637	40,000	39,363	2%
Comp Plan/Land Dev Regulations	-	-	30,000	30,000	0%
Growth Model Srvs	-	-	10,000	10,000	0%
Development Srvcs Manager	-	-	40,000	40,000	0%
Misc Professional Services	-	-	65,000	65,000	0%
Economic Development	-	-	60,000	60,000	0%
Travel & Per Diem	-	-	2,000	2,000	0%
Legal Notices-Plan & Zoning	-	-	6,000	6,000	0%
Books, Pub & Memberships	140	140	10,000	9,860	1%
Training	-	-	1,000	1,000	0%
Total Development Services	***34,153***	***34,153***	***1,055,680***	***1,021,527***	3%
Cost Recovery-Wages	-	-	125,000	125,000	0%
Cost Recovery FICA Taxes	-	-	9,600	9,600	0%
Cost Recovery Worker's Comp	-	-	2,000	2,000	0%
Cost Recovery Unemploy Comp	-	-	500	500	0%
Cost Recovery Prof Services	-	-	15,000	15,000	0%
Planning & Zoning-Fixed Fee	-	-	350,000	350,000	0%
Total Planning, Zoning and Development Review Services	***-***	***-***	***502,100***	***502,100***	0%

Village of Estero

Budget Report-All Funds
For the Month Ending October 23

	Current Month Actual	2023-2024 Year to Date Actual	2023-2024 Budget	2023-2024 Budget Variance	2023-2024 Year to Date Percentage
Special Magistrate Srvs	-	-	20,250	20,250	0%
Code Compliance Contract Srvs	-	-	162,500	162,500	0%
Other Chrges-Filing Fees	-	-	1,500	1,500	0%
Total Code Compliance Services	**-**	**-**	***184,250***	***184,250***	0%
Lee Cty Animal Control Srvs	-	-	40,000	40,000	0%
Total Animal Control	**-**	**-**	***40,000***	***40,000***	0%
Flood Plain-Com Rating System	-	-	150,000	150,000	0%
NPDES Compliance	-	-	5,000	5,000	0%
Water Level & Quality Monitor	-	-	170,000	170,000	0%
Estero River Sediment Analysis	-	-	-	-	0%
Water & Sewer Expansion	-	-	-	-	0%
Community Monitoring	-	-	20,000	20,000	0%
Misc. Professional Services	-	-	5,000	5,000	0%
Miscellaneous Stormwate Maint	-	-	150,000	150,000	0%
Estero River Maintenance	-	-	50,000	50,000	0%
Reclaimed Water Study	-	-	20,000	20,000	0%
Miscellaneous Stormwate Maint	-	-	-	-	0%
Water Quality Joint Advocacy	-	-	5,000	5,000	0%
Total Public Works/ Physical Environment	**-**	**-**	***575,000***	***575,000***	0%

Village of Estero

Budget Report-All Funds
For the Month Ending October 23

	Current Month Actual	2023-2024 Year to Date Actual	2023-2024 Budget	2023-2024 Budget Variance	2023-2024 Year to Date Percentage
Regular Salaries & Wages	12,786	12,786	325,600	312,814	4%
Public Works Wages	945	945	-	(945)	0%
FICA Taxes	694	694	24,930	24,236	3%
Retirement Contribution	7,222	7,222	18,040	10,818	40%
Group Insurance	-	-	49,740	49,740	0%
Worker's Compensation	-	-	9,600	9,600	0%
Unemployment Compensation	19	19	1,000	981	2%
Traffic Counts	-	-	20,000	20,000	0%
Misc Professional Services	-	-	100,000	100,000	0%
Misc Construction Services	-	-	60,000	60,000	0%
Bridge Maintenance	-	-	10,000	10,000	0%
Landscape Maintenance	-	-	170,000	170,000	0%
Ditch Maintenance	-	-	150,000	150,000	0%
Street Light Maintenance	-	-	50,000	50,000	0%
Street Sweeping Services	-	-	30,000	30,000	0%
Traffic Sign Maintenance	-	-	70,000	70,000	0%
Traffic Signal Maintenance	-	-	6,000	6,000	0%
Right-of-Way Permit Review	-	-	20,000	20,000	0%
Railroad Maintenance	-	-	150,000	150,000	0%
Misc Landscape Projects	2,100	2,100	20,000	17,900	11%
Road Maintenance	-	-	250,000	250,000	0%
US41 Traffic Signal Maint	-	-	60,000	60,000	0%
US41 Landscape Maint	-	-	360,000	360,000	0%
Estero Parkway Landscape Maint	1,821	1,821	486,500	484,679	0%
Roadway Striping	-	-	150,000	150,000	0%
Travel	-	-	5,000	5,000	0%
Communications	-	-	500	500	0%
Utilities	13	13	65,000	64,987	0%
Equipment & leases	-	-	2,500	2,500	0%
Street Light Insurance	-	-	16,500	16,500	0%
Operating Supplies	192	192	3,000	2,808	6%
Books, Publications & Members	-	-	1,500	1,500	0%
Training	928	928	3,000	2,072	31%
Total Public Works/ Transportation	***26,720***	***26,720***	***2,688,410***	***2,661,690***	1%

Village of Estero

Budget Report-All Funds
For the Month Ending October 23

	Current Month Actual	2023-2024 Year to Date Actual	2023-2024 Budget	2023-2024 Budget Variance	2023-2024 Year to Date Percentage
Webmaster Srvs & Maintenance	-	-	27,650	27,650	0%
Software Licensing	-	-	77,500	77,500	0%
Information Technology Srvs	558	558	135,000	134,442	0%
Audio Visual Services	-	-	120,000	120,000	0%
Small tools & equipment	-	-	10,000	10,000	0%
Capital Outlay	-	-	10,000	10,000	0%
Total Information Technology	***558***	***558***	***380,150***	***379,592***	0%
Lee Cty Law Enforcement	495	495	10,000	9,505	5%
Total Law Enforcement/ Security	***495***	***495***	***10,000***	***9,505***	5%
Regular Salaries & Wages	-	-	140,000	140,000	0%
FICA Taxes	-	-	10,700	10,700	0%
Retirement Contributions	-	-	14,700	14,700	0%
Group Insurance	-	-	35,350	35,350	0%
Worker's Compensation	-	-	2,150	2,150	0%
Unemlpoyment Compensation	-	-	500	500	0%
Parks Master Plan	-	-	-	-	0%
YMCA Operating Agreement	5,454	5,454	66,000	60,546	8%
Utilities	271	271	7,250	6,979	4%
Equipment Rent & Leases	-	-	1,200	1,200	0%
Repairs & Maint	-	-	20,000	20,000	0%
Total Parks & Recreation	***5,725***	***5,725***	***297,850***	***292,125***	2%
Recruitment Services	-	-	12,500	12,500	0%
Lobbying Services	3,000	3,000	80,000	77,000	4%
State Administrative Fees	-	-	9,500	9,500	0%
Tax Collector Fees	-	-	4,000	4,000	0%
Audio Visual Services	-	-	20,000	20,000	0%
Misc Contractual Srvcs	-	-	250,000	250,000	0%
Travel	-	-	5,000	5,000	0%
Communications	-	-	6,500	6,500	0%
Freight & Postage	99	99	2,500	2,401	4%
Utilities	2,177	2,177	42,500	40,323	5%
Equipment Rental & Leases	-	-	10,500	10,500	0%
Office Lease-Corkscrew Palms	23,182	23,182	275,000	251,818	8%
Insurance	-	-	170,000	170,000	0%
Repairs & Maintenance	73	73	20,000	19,927	0%
Printing	-	-	1,500	1,500	0%
Bank Charges	-	-	500	500	0%
Contingency	-	-	125,000	125,000	0%
Office Supplies	628	628	7,500	6,872	8%
Operating Supplies	1,595	1,595	25,000	23,405	6%
Books Pub & Membership	-	-	2,000	2,000	0%
Total General Government	***30,754***	***30,754***	***1,069,500***	***1,038,746***	3%

Village of Estero

Budget Report-All Funds
For the Month Ending October 23

	Current Month Actual	2023-2024 Year to Date Actual	2023-2024 Budget	2023-2024 Budget Variance	2023-2024 Year to Date Percentage
Lee Cty Marine Patrol	-	-	43,860	43,860	0%
Total Lee County Marine Patrol	***-***	***-***	***43,860***	***43,860***	0%
Hurricane Professional Srvcs	-	-	-	-	0%
Disaster Preparedness Services	-	-	10,000	10,000	0%
Hurricane Debris Removal	-	-	-	-	0%
Hurricane Operating Supplies	-	-	-	-	0%
Total Disaster Services	***-***	***-***	***10,000***	***10,000***	0%
Total Expenditures-General Fund	***173,113***	***173,113***	***8,971,970***	***8,798,857***	2%
Building Service Contract	-	-	1,250,000	1,250,000	0%
Building IT Contract Services	-	-	5,500	5,500	0%
Software Consultant	-	-	150,000	150,000	0%
Inkforce Software	-	-	15,800	15,800	0%
Communications	-	-	2,000	2,000	0%
Freight & Postage	20	20	500	480	4%
Utilities	382	382	4,750	4,368	8%
Equipment Lease	-	-	8,600	8,600	0%
Office Lease-Corkscrew Palms	4,748	4,748	57,500	52,752	8%
Repairs & Maintenance	15	15	3,000	2,985	0%
Credit Card Fees	3,237	3,237	38,600	35,363	8%
Office Supplies	-	-	2,500	2,500	0%
Operating Supplies	-	-	5,000	5,000	0%
Capital outlay	-	-	-	-	0%
Total Expenditures-Building Fee Fund	***8,402***	***8,402***	***1,543,750***	***1,535,348***	1%
Principal Payments	-	-	-	-	0%
Interest Expense	-	-	-	-	0%
Total Expenditures-Debt Service	***-***	***-***	***-***	***-***	0%

Village of Estero

Budget Report-All Funds
For the Month Ending October 23

	Current Month Actual	2023-2024 Year to Date Actual	2023-2024 Budget	2023-2024 Budget Variance	2023-2024 Year to Date Percentage
Estero Parkway Improvements	-	-	-	-	0%
River Ranch Rd Improvements	-	-	50,000	50,000	0%
Corkscrew Rd Widening	-	-	4,963,450	4,963,450	0%
Bridge Maintenance	-	-	1,459,700	1,459,700	0%
Williams Rd Widening	-	-	1,264,800	1,264,800	0%
Broadway W Imrpovements	-	-	750,000	750,000	0%
Miscellaneous Professional Services	-	-	-	-	0%
Total Roadway Projects	***-***	***-***	***8,487,950***	***8,487,950***	0%
Williams Rd Intersection Impro		-	100,000	100,000	0%
Coconut Rd Improvements	-	-	187,500	(187,500)	0%
Total Intersection Improve Proj	***-***	***-***	***287,500***	***(87,500)***	0%
Coconut Rd Crosswalks	-	-	-	-	0%
Williams Rd Bike/Sidewalks	-	-	218,040	218,040	0%
Intersect Safety Improv Study	-	-	-	-	0%
Sandy Ln Bike-Ped Improv	-	-	2,013,790	2,013,790	0%
Total Bicycle & Ped Improv Proj	***-***	***-***	***2,231,830***	***2,231,830***	0%
US 41 FDOT Landscape	-	-	-	-	0%
US 41 Landscaping Enhancement	-	-	200,000	200,000	0%
Monument Sign/Branding	-	-	-	-	0%
US 41 Monument Signs	-	-	240,000	240,000	0%
Three Oaks Prkwy MonumentSigns	-	-	210,000	210,000	0%
Via Coconut Pt Landscap Improv	-	-	.	-	0%
Ben Hill Griff Pkwy Landsc Imp	-	-	-	-	0%
I-75 Interchange Landscaping	-	-	-	-	0%
Landscaping Misc	-	-	216,000	216,000	0%
Total Landscaping & Beauti Proj	***-***	***-***	***866,000***	***866,000***	0%
Park Capital Projects	-	-	-	-	0%
Estero on River Master Plan	-	-	-	-	0%
Estero Com Prk Master Plan	-	-	-	-	0%
Estero Com Prk Expansion	-	-	6,800,000	6,800,000	0%
Estero on the River Improvemen	-	-	2,250,000	2,250,000	0%
Williams Road Property Improv	28,000	28,000	-	(28,000)	0%
River Oaks Prop Imp	-	-	-	-	0%
Total Parks & Recreation Proj	***28,000***	***28,000***	***9,050,000***	***9,022,000***	0%

Village of Estero

Budget Report-All Funds
For the Month Ending October 23

	Current Month Actual	2023-2024 Year to Date Actual	2023-2024 Budget	2023-2024 Budget Variance	2023-2024 Year to Date Percentage
Estero River N Brnch Drainage	-	-	500,000	500,000	0%
Package WWTP UEP Design & Perm	-	-	-	-	0%
Broadway W UEP Design & Permit	-	-	-	-	0%
Broadway E Design & Permitting	18,121	18,121	850,000	831,879	2%
Estero Rvr Sediment Removal	-	-	-	-	0%
UTL Expan - Estero Bay Village	-	-	-	-	0%
UTL Expan - Sunny Grove	-	-	1,603,400	1,603,400	0%
UTL Expan-Cypress Bend	-	-	1,821,900	1,821,900	0%
UTL Expan-See See Street	-	-	401,800	401,800	0%
UTL Expan-Cypress Park	-	-	320,000	320,000	0%
UTL Expan-See See St	-	-	264,500	264,500	0%
UTL Expan-Estero Heights	-	-	7,023,521	7,023,521	0%
UTL Expan-Charring Cross	-	-	1,747,502	1,747,502	0%
Total Stormwater Projects	***18,121***	***18,121***	***14,532,623***	***5,478,979***	0%
Land Purchase-Estero on River	-	-	-	-	0%
Williams Road Driving Range	-	-	-	-	0%
River Oaks Preserve Land	-	-	-	-	0%
Total Land Acquistions	**-**	**-**	**-**	**-**	0%
Total Expenditures-Capital Project Fund	***46,121***	***46,121***	***35,455,903***	***25,999,259***	0%
Misc Contracted Services	-	-	330,155	330,155	0%
Communications	-	-	1,500	1,500	0%
Utilities	257	257	3,000	2,743	9%
Equipment Leases & Rentals	-	-	-	-	0%
Repairs & Maintenance	-	-	10,000	10,000	0%
Credit Card Fees	533	533	11,350	10,817	5%
Operating Supplies	-	-	1,500	1,500	0%
Total Expenditures-Driving Range Fund	***790***	***790***	***357,505***	***356,715***	0%
Total Expenditures-All Funds	***228,427***	***228,427***	***46,329,128***	***36,690,178***	***0%***
Gen Fd Trans to Debt Service	-	-	-	-	0%
Gen Fd Trans to Cap Projects	46,121	46,121	31,245,915	31,199,794	0%
Transfer to Driving Range Fund	-	-	-	-	0%
CIP Tran from Gas Tax-300-000	-	-	-	-	0%
CIP Tran from RdImp 300-990	-	-	-	-	0%
CIP Tran from Park IF 300-995	-	-	-	-	0%
Gas Tax Trans to CIP-300-266	-	-	-	-	0%
Rd Imp Fee Trans toCIP-300-990	-	-	-	-	0%
Park Imp Fee Tran to CIP-995	-	-	-	-	0%
Total Expenditures and Other Financing Uses-All Funds	***274,548***	***274,548***	***77,575,043***	***67,889,972***	0%
Excess Revenue over Expenditures	**797,588**	**797,588**	**(24,193,913)**	**24,991,501**	**-3%**
Estimated Prior Year Surplus		56,785,559	56,785,559	-	
Fund Balance		**57,583,147**	**32,591,646**	**24,991,501**	

10

Village of Estero

Budget Report-All Funds
For the Month Ending October 23

	Current Month Actual	2023-2024 Year to Date Actual	2023-2024 Budget	2023-2024 Budget Variance	2023-2024 Year to Date Percentage
General Fund					
Revenues	325,270	325,270	18,834,960	(18,509,690)	2%
Expenditures	173,113	173,113	8,971,970	8,798,857	2%
Operating Excess (deficit)	152,156	152,156	9,862,990	(9,710,834)	
Transfers out to Debt Service	-	-	-	-	0%
Transfers out to Capital Projects	(46,121)	(46,121)	(31,245,915)	31,199,794	0%
Transfer out to Driving Range	-	-	-	-	0%
Operating Excess (deficit)	106,035	106,035	(21,382,925)	21,488,960	
Building Fee Fund					
Revenues	150,092	150,092	1,229,250	(1,079,158)	12%
Expenditures	8,402	8,402	1,543,750	1,535,348	1%
Operating Excess (deficit)	141,690	141,690	(314,500)	456,190	
Debt Service Fund					
Revenues	-	-	-	-	0%
Expenditures	-	-	-	-	0%
Operating Excess (deficit)	-	-	-	-	
Debt Service Proceeds	-	-	-	-	0%
Transfers in from General Fund	-	-	-	-	0%
Transfers out to Capital Projects	-	-	-	-	0%
Operating Excess (deficit)	-	-	-	-	
Capital Projects Fund					
Revenues	524,080	524,080	1,701,500	(1,177,420)	31%
Expenditures	46,121	46,121	35,455,903	25,999,259	0%
Operating Excess (deficit)	477,958	477,958	(33,754,403)	24,821,838	
Transfers in from Other Funds	46,121	46,121	31,245,915	(31,199,794)	0%
Operating Excess (deficit)	524,079	524,079	(2,508,488)	(6,377,956)	
Driving Range Fund					
Revenues	26,573	26,573	369,505	(342,932)	7%
Expenditures	790	790	357,505	356,715	0%
Operating Excess (deficit)	25,783	25,783	12,000	13,783	
Transfers in from Other Funds	-	-	-	-	0%
Operating Excess (deficit)	25,783	25,783	12,000	13,783	

Village of Estero

Budget Report-All Funds
For the Month Ending October 23

	Current Month Actual	2023-2024 Year to Date Actual	2023-2024 Budget	2023-2024 Budget Variance	2023-2024 Year to Date Percentage
Reserved and Available Funds Report					
General Fund Reserves		$ 1,721,747			
Litigation Defense Reserve		670,000			
Major Road Maintenance Reserve		148,000			
Total Reserved Funds		$ 2,539,747			
General Fund Capital Projects		$ 35,350,804			
Building Fee Fund		594,797			
Gas Tax Capital Projects		2,455,044			
Developer Contribution		256,553			
Road Impact Fees		12,877,822			
Community Park Impact Fees		112,678			
Regional Park Impact Fees		-			
Estero Park Entry Contribution		105,505			
Park Imp Fees		1,279,193			
Public Land Purchase		149,506			
Driving Range		163,212			
Total Available Funds		$ 53,345,114			

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
January 24, 2024

Agenda Item:

Financial Report for the month ended November 30, 2023.

Description:

This financial report provides budget to actual comparisons for the month ending November 30, 2023, which is the **second** month of the 2023-2024 fiscal year. Activity year to date is trending as projected during the fourth quarter of the fiscal year.

- *Ad valorem (real estate) taxes*: November is traditionally the beginning of ad valorem taxes being remitted to the Village from the Lee County Tax Collector. In November, the Village received 25%, or $1,546,026, of the annual budgeted ad valorem taxes.

- *General Fund*: State Revenue Sharing Sales Tax (16%), and State Revenue Sharing Fuel Tax (17%) began strong this fiscal year, Half-Cent Sales Tax (7%) totaled $315,873 all received in November.

- *Reserved Funds:* The General Fund has $1,721,747 in operating reserve funds (Unassigned General Fund Balance); $670,000 in litigation defense reserve funds and $148,000 in major road maintenance reserve funds. The Unassigned General Fund Balance is calculated based on the new Fund Balance Policy of retaining 3 months of operating expenses. The remaining funds are allocated to Capital Projects and total $38,995,895.

- *Available funds:* total funds categorized as available are $58,845,634 which includes the General Fund Capital Projects reserve.

Action Requested:

Accept financial reports.

Financial Impact:

There is no financial impact of this report.

Prepared by: Kevin Greenville, CPA Finance Director

Attachments:

1. November 30, 2023 Financial report

Village of Estero

Budget Report-All Funds
For the Month Ending November 23

	Current Month Actual	2023-2024 Year to Date Actual	2023-2024 Budget	2023-2024 Budget Variance	2023-2024 Year to Date Percentage
Ad Valorem Taxes	1,546,026	1,546,026	6,159,500	(4,613,474)	25%
Local Communications Srvs Tax	91,887	91,887	975,000	(883,113)	9%
Local Business Tax	1,570	1,570	25,000	(23,430)	6%
Franchise Fees-Electric	273,568	273,568	2,402,500	(2,128,932)	11%
Franchise Fees-Solid Waste	46,982	94,211	137,500	(43,289)	69%
Franchise Fees-Natural Gas	6,309	12,396	85,000	(72,604)	15%
Rev Sharing Sales tax	67,326	134,652	835,000	(700,348)	16%
Mobile Home License	121	227	3,885	(3,658)	6%
Alcohol Beverage Tax	734	734	30,575	(29,841)	2%
Half Cent Sales Tax	315,873	315,873	4,250,000	(3,934,127)	7%
Fines & Forfeitures	-	102	250	(148)	41%
Interest Income	165,733	322,946	600,000	(277,054)	54%
Rental income	3,000	9,000	36,000	(27,000)	25%
Miscellaneous Revenue	15,799	15,964	27,500	(11,536)	58%
Administrative Fee	7,636	25,154	65,000	(39,846)	39%
Cost Recovery-Admin Charge	-	-	14,000	(14,000)	0%
Dev & Zoning-Fixed Fees	6,513	10,513	68,500	(57,987)	15%
Dev & Zoning-Cost Recovery Fee	-	(5,757)	93,500	(99,257)	-6%
Planning-Miscellaneous Revenue	2,200	4,775	32,500	(27,725)	15%
Code Comp & Contractor License	5,000	5,000	25,000	(20,000)	20%
Local Option Gas Tax-1-6 Cent	47,906	47,906	635,000	(587,094)	8%
ROW Permits	400	400	1,250	(850)	32%
Rev Sharing-Fuel Tax	16,947	33,895	197,500	(163,605)	17%
FDOT US 41 Light Maintenance	-	-	135,000	(135,000)	0%
ARPA Funding	-	-	-	-	0%
WCIND Marine Patrol Revenue	-	-	-	-	0%
FEMA-Federal Share	2,656,211	2,656,211	2,000,000	656,211	133%
FEMA-State Share	238,040	238,040	-	238,040	0%
Total Revenues-General Fund	**5,515,781**	**5,835,294**	**18,834,960**	**(12,999,666)**	**31%**
Interest Income-Bldg Fee Fd	-	-	-	-	0%
Building Fees	100,454	244,959	1,175,000	(930,041)	21%
Surcharge Fee Retained	-	-	3,500	(3,500)	0%
Convenience Fee	2,730	5,914	33,500	(27,586)	18%
Interest income	2,828	5,231	17,250	(12,019)	30%
Total Revenues-Building Fee Fund	**106,011**	**256,104**	**1,229,250**	**(973,146)**	**21%**
Interest Income	-	-	-	-	0%
Total Revenues-Debt Serv	**-**	**-**	**-**	**-**	**0%**

Village of Estero

Budget Report-All Funds
For the Month Ending November 23

	Current Month Actual	2023-2024 Year to Date Actual	2023-2024 Budget	2023-2024 Budget Variance	2023-2024 Year to Date Percentage
Local Option Gas Tax 1-5 Cent	34,300	34,300	435,250	(400,950)	8%
Interest Income-Gas Tax	10,398	19,235	21,000	(1,765)	92%
Developer Contributions-Inters	-	-	65,000	(65,000)	0%
Road Imp Fee-Residential	149,940	498,344	750,000	(251,656)	66%
Road Imp Fees-Commercial	-	61,906	225,000	(163,094)	28%
Interest Income-Rd Impact	54,060	100,007	72,500	27,507	138%
Interest Income-Com Prk Impact	477	883	7,250	(6,367)	12%
Interest Inc-Com Prk Contri	454	840	6,250	(5,410)	13%
Interest Inc-Public Land	643	1,189	9,500	(8,311)	13%
Park Imp Fees-Residential	23,025	59,865	65,000	(5,135)	92%
Park Imp Fee-Commercial	-	16,268	33,500	(17,232)	49%
Interest Income-Park Imp	5,341	9,880	11,250	(1,370)	88%
Total Revenues-Capital Projects Fund	**278,637**	**802,717**	**1,701,500**	**(898,783)**	**47%**
Convenience Fee	536	1,009	5,940	(4,931)	17%
Charges for Svcs-Driving Range	25,619	51,139	357,815	(306,677)	14%
Interest Income	695	1,286	5,750	(4,464)	22%
Cash Over / Short	(15)	(25)	-	(25)	0%
Total Revenues-Driving Range Fund	**26,835**	**53,408**	**369,505**	**(316,097)**	**14%**
Total Revenues-All Funds	**5,927,265**	**6,947,522**	**22,135,215**	**(15,187,693)**	**31%**
Debt Serv Fd Trans from Gen Fd	-	-	-	-	0%
Cap Projects Trans from Gen Fd	31,464	80,585	31,245,915	(31,165,330)	0%
Transfer from General Fund	-	-	-	-	0%
Total Revenues and Other Financing Sources-All Funds	**5,958,729**	**7,028,108**	**53,381,130**	**(46,353,022)**	**13%**
Executive Salaries	10,356	20,713	124,300	103,587	17%
FICA Taxes	792	1,585	9,600	8,015	17%
Workers Comp	-	-	1,950	1,950	0%
Unemployment Comp	209	238	2,000	1,762	12%
Travel and Per Diem	395	621	23,000	22,379	3%
Books Pub & Memberships	-	8,334	6,000	(2,334)	139%
Training	-	-	2,500	2,500	0%
Total Village Council	***11,753***	***31,491***	***169,350***	***137,859***	19%

Village of Estero

Budget Report-All Funds
For the Month Ending November 23

	Current Month Actual	2023-2024 Year to Date Actual	2023-2024 Budget	2023-2024 Budget Variance	2023-2024 Year to Date Percentage
Executive Salary	28,640	38,186	248,210	210,024	15%
Car Allowance	923	1,231	8,000	6,769	15%
Regular Salaries & Wages	15,693	21,075	164,440	143,365	13%
FICA Taxes	1,583	2,119	32,200	30,081	7%
Retirement Contributions	3,007	4,010	40,040	36,030	10%
Group Insurance	-	14,234	96,900	82,666	15%
Worker's Compensation	-	-	6,460	6,460	0%
Unemployment Comp	89	108	850	742	13%
Contractual Srvs-Adm Assist	-	-	75,000	75,000	0%
Miscellaneous Professional Srv	-	-	-	-	0%
Communication Services	3,003	6,003	37,500	31,497	16%
Miscellaneous Contractual Srvs	-	-	35,000	35,000	0%
Travel & Per Diem	1,538	1,538	12,500	10,962	12%
Public Relations	4,105	4,855	17,500	12,645	28%
Books Pub & Memberships	-	-	4,000	4,000	0%
Training	-	-	4,250	4,250	0%
Total Village Manager	***58,582***	***93,359***	***782,850***	***689,491***	12%
Village Attorney	18,782	18,782	212,500	193,718	9%
Land Use Legal	3,902	3,902	85,000	81,099	5%
Comprehensive Plan Legal	-	-	15,000	15,000	0%
Code Enforcement Legal	-	-	12,000	12,000	0%
Land Dev Code Legal	-	-	15,000	15,000	0%
Miscellaneous legal	-	-	12,500	12,500	0%
Total Village Attorney	***22,684***	***22,684***	***352,000***	***329,317***	6%
Regular Salaries & Wages	4,956	6,607	151,500	144,893	4%
FICA Taxes	379	505	11,600	11,095	4%
Retirement Contributions	1,297	1,729	11,250	9,521	15%
Group Insurance	-	-	36,310	36,310	0%
Worker's Compensation	-	-	2,340	2,340	0%
Unemployment Compensation	89	104	850	746	12%
Codification	-	-	3,000	3,000	0%
Travel & per diem	-	-	1,250	1,250	0%
Legal Notices	-	-	5,000	5,000	0%
Books, Pub and Notices	-	-	500	500	0%
Training	242	242	750	508	32%
Total Village Clerk	***6,963***	***9,188***	***224,350***	***215,162***	4%

Village of Estero

Budget Report-All Funds
For the Month Ending November 23

	Current Month Actual	2023-2024 Year to Date Actual	2023-2024 Budget	2023-2024 Budget Variance	2023-2024 Year to Date Percentage
Regular Salaries & Wages	23,873	32,273	340,250	307,977	9%
FICA Taxes	1,781	2,405	26,050	23,645	9%
Retirement Contributions	2,084	2,779	18,100	15,321	15%
Group Insurance	-	5,466	37,000	31,534	15%
Worker's Compensation	-	-	5,220	5,220	0%
Unemployment Compensation	131	156	1,250	1,094	12%
Accounting Services	3,325	5,950	100,000	94,050	6%
Auditing & Actuarial Services	2,000	2,000	52,250	50,250	4%
Travel and per Diem	-	-	3,500	3,500	0%
Books, Publications & Members	-	-	1,500	1,500	0%
Training	-	135	1,500	1,365	9%
Total Finance	***33,193***	***51,163***	***586,620***	***535,457***	9%
Regular Salaries & Wages	47,927	69,680	575,730	506,050	12%
FICA Taxes	3,631	5,281	44,080	38,799	12%
Retirement Contributions	4,559	6,079	54,760	48,681	11%
Group Insurance	1,472	9,859	102,900	93,041	10%
Worker's Compensation	-	-	12,710	12,710	0%
Unemployment Compensation	210	276	1,500	1,224	18%
Land Development Code	-	637	40,000	39,363	2%
Comp Plan/Land Dev Regulations	-	-	30,000	30,000	0%
Growth Model Srvs	-	-	10,000	10,000	0%
Development Srvcs Manager	-	-	40,000	40,000	0%
Misc Professional Services	73	73	65,000	64,928	0%
Economic Development	-	-	60,000	60,000	0%
Travel & Per Diem	-	-	2,000	2,000	0%
Legal Notices-Plan & Zoning	-	-	6,000	6,000	0%
Books, Pub & Memberships	180	320	10,000	9,680	3%
Training	-	-	1,000	1,000	0%
Total Development Services	***58,052***	***92,204***	***1,055,680***	***963,476***	9%
Cost Recovery-Wages	-	-	125,000	125,000	0%
Cost Recovery FICA Taxes	-	-	9,600	9,600	0%
Cost Recovery Worker's Comp	-	-	2,000	2,000	0%
Cost Recovery Unemploy Comp	-	-	500	500	0%
Cost Recovery Prof Services	-	-	15,000	15,000	0%
Planning & Zoning-Fixed Fee	-	-	350,000	350,000	0%
Total Planning, Zoning and Development Review Services	***-***	***-***	***502,100***	***502,100***	0%

Village of Estero

Budget Report-All Funds
For the Month Ending November 23

	Current Month Actual	2023-2024 Year to Date Actual	2023-2024 Budget	2023-2024 Budget Variance	2023-2024 Year to Date Percentage
Special Magistrate Srvs	-	-	20,250	20,250	0%
Code Compliance Contract Srvs	-	-	162,500	162,500	0%
Other Chrges-Filing Fees	29	29	1,500	1,471	2%
Total Code Compliance Services	***29***	***29***	***184,250***	***184,221***	0%
Lee Cty Animal Control Srvs	-	-	40,000	40,000	0%
Total Animal Control	***-***	***-***	***40,000***	***40,000***	0%
Flood Plain-Com Rating System	-	-	150,000	150,000	0%
NPDES Compliance	-	-	5,000	5,000	0%
Water Level & Quality Monitor	2,375	2,375	170,000	167,625	1%
Estero River Sediment Analysis	-	-	-	-	0%
Water & Sewer Expansion	-	-	-	-	0%
Community Monitoring	-	-	20,000	20,000	0%
Misc. Professional Services	-	-	5,000	5,000	0%
Miscellaneous Stormwate Maint	-	-	150,000	150,000	0%
Estero River Maintenance	-	-	50,000	50,000	0%
Reclaimed Water Study	-	-	20,000	20,000	0%
Miscellaneous Stormwate Maint	-	-	-	-	0%
Water Quality Joint Advocacy	-	-	5,000	5,000	0%
Total Public Works/ Physical Environment	***2,375***	***2,375***	***575,000***	***572,625***	0%

Village of Estero

Budget Report-All Funds
For the Month Ending November 23

	Current Month Actual	2023-2024 Year to Date Actual	2023-2024 Budget	2023-2024 Budget Variance	2023-2024 Year to Date Percentage
Regular Salaries & Wages	37,229	50,015	325,600	275,585	15%
Public Works Wages	2,766	3,710	-	(3,710)	0%
FICA Taxes	2,081	2,775	24,930	22,155	11%
Retirement Contribution	-	7,222	18,040	10,818	40%
Group Insurance	-	-	49,740	49,740	0%
Worker's Compensation	-	-	9,600	9,600	0%
Unemployment Compensation	105	124	1,000	876	12%
Traffic Counts	-	-	20,000	20,000	0%
Misc Professional Services	-	-	100,000	100,000	0%
Misc Construction Services	-	-	60,000	60,000	0%
Bridge Maintenance	-	-	10,000	10,000	0%
Landscape Maintenance	9,427	9,427	170,000	160,573	6%
Ditch Maintenance	11,410	11,410	150,000	138,590	8%
Street Light Maintenance	93,060	93,060	50,000	(43,060)	186%
Street Sweeping Services	1,600	1,600	30,000	28,400	5%
Traffic Sign Maintenance	-	-	70,000	70,000	0%
Traffic Signal Maintenance	-	-	6,000	6,000	0%
Right-of-Way Permit Review	-	-	20,000	20,000	0%
Railroad Maintenance	-	-	150,000	150,000	0%
Misc Landscape Projects	-	2,100	20,000	17,900	11%
Road Maintenance	41	41	250,000	249,959	0%
US41 Traffic Signal Maint	-	-	60,000	60,000	0%
US41 Landscape Maint	21,095	21,095	360,000	338,905	6%
Estero Parkway Landscape Maint	20,855	22,676	486,500	463,824	5%
Roadway Striping	-	-	150,000	150,000	0%
Travel	488	488	5,000	4,512	10%
Communications	41	41	500	459	8%
Utilities	5,130	5,143	65,000	59,857	8%
Equipment & leases	-	-	2,500	2,500	0%
Street Light Insurance	-	-	16,500	16,500	0%
Operating Supplies	149	341	3,000	2,659	11%
Books, Publications & Members	-	-	1,500	1,500	0%
Training	-	928	3,000	2,072	31%
Total Public Works/ Transportation	***205,477***	***232,196***	***2,688,410***	***2,456,214***	9%

Village of Estero

Budget Report-All Funds
For the Month Ending November 23

	Current Month Actual	2023-2024 Year to Date Actual	2023-2024 Budget	2023-2024 Budget Variance	2023-2024 Year to Date Percentage
Webmaster Srvs & Maintenance	-	-	27,650	27,650	0%
Software Licensing	60	60	77,500	77,440	0%
Information Technology Srvs	1,152	1,152	135,000	133,848	1%
Audio Visual Services	9,667	10,225	120,000	109,775	9%
Small tools & equipment	-	-	10,000	10,000	0%
Capital Outlay	-	-	10,000	10,000	0%
Total Information Technology	***10,878***	***11,436***	***380,150***	***368,714***	3%
Lee Cty Law Enforcement	440	935	10,000	9,065	9%
Total Law Enforcement/ Security	***440***	***935***	***10,000***	***9,065***	9%
Regular Salaries & Wages	-	-	140,000	140,000	0%
FICA Taxes	-	-	10,700	10,700	0%
Retirement Contributions	-	-	14,700	14,700	0%
Group Insurance	-	-	35,350	35,350	0%
Worker's Compensation	-	-	2,150	2,150	0%
Unemlpoyment Compensation	-	-	500	500	0%
Parks Master Plan	-	-	-	-	0%
YMCA Operating Agreement	5,454	10,907	66,000	55,093	17%
Utilities	997	1,269	7,250	5,981	17%
Equipment Rent & Leases	-	-	1,200	1,200	0%
Repairs & Maint	-	-	20,000	20,000	0%
Total Parks & Recreation	***6,451***	***12,176***	***297,850***	***285,674***	4%
Recruitment Services	-	-	12,500	12,500	0%
Lobbying Services	3,000	6,000	80,000	74,000	8%
State Administrative Fees	-	-	9,500	9,500	0%
Tax Collector Fees	-	-	4,000	4,000	0%
Audio Visual Services	2,700	2,700	20,000	17,300	14%
Misc Contractual Srvcs	-	-	250,000	250,000	0%
Travel	-	-	5,000	5,000	0%
Communications	407	407	6,500	6,093	6%
Freight & Postage	719	818	2,500	1,682	33%
Utilities	8,066	10,243	42,500	32,257	24%
Equipment Rental & Leases	638	638	10,500	9,862	6%
Office Lease-Corkscrew Palms	22,951	46,133	275,000	228,867	17%
Insurance	-	-	170,000	170,000	0%
Repairs & Maintenance	1,087	1,160	20,000	18,840	6%
Printing	-	-	1,500	1,500	0%
Bank Charges	199	199	500	301	40%
Contingency	-	-	125,000	125,000	0%
Office Supplies	396	1,023	7,500	6,477	14%
Operating Supplies	788	2,383	25,000	22,617	10%
Books Pub & Membership	51	51	2,000	1,949	3%
Total General Government	***41,001***	***71,755***	***1,069,500***	***997,745***	7%

Village of Estero

Budget Report-All Funds
For the Month Ending November 23

	Current Month Actual	2023-2024 Year to Date Actual	2023-2024 Budget	2023-2024 Budget Variance	2023-2024 Year to Date Percentage
Lee Cty Marine Patrol	-	-	43,860	43,860	0%
Total Lee County Marine Patrol	***-***	***-***	***43,860***	***43,860***	0%
Hurricane Professional Srvcs	-	-	-	-	0%
Disaster Preparedness Services	1,020	1,020	10,000	8,980	10%
Hurricane Debris Removal	-	-	-	-	0%
Hurricane Operating Supplies	-	-	-	-	0%
Total Disaster Services	***1,020***	***1,020***	***10,000***	***8,980***	10%
Total Expenditures-General Fund	***458,897***	***632,011***	***8,971,970***	***8,339,959***	7%
Building Service Contract	-	-	1,250,000	1,250,000	0%
Building IT Contract Services	-	-	5,500	5,500	0%
Software Consultant	-	-	150,000	150,000	0%
Inkforce Software	-	-	15,800	15,800	0%
Communications	168	168	2,000	1,832	8%
Freight & Postage	215	235	500	265	47%
Utilities	534	916	4,750	3,834	19%
Equipment Lease	616	616	8,600	7,984	7%
Office Lease-Corkscrew Palms	4,701	9,449	57,500	48,051	16%
Repairs & Maintenance	222	237	3,000	2,763	8%
Credit Card Fees	2,830	6,067	38,600	32,533	16%
Office Supplies	641	632	2,500	1,868	25%
Operating Supplies	88	88	5,000	4,912	2%
Capital outlay	-	-	-	-	0%
Total Expenditures-Building Fee Fund	***10,015***	***18,407***	***1,543,750***	***1,525,343***	1%
Principal Payments	-	-	-	-	0%
Interest Expense	-	-	-	-	0%
Total Expenditures-Debt Service	***-***	***-***	***-***	***-***	0%

Village of Estero

Budget Report-All Funds
For the Month Ending November 23

	Current Month Actual	2023-2024 Year to Date Actual	2023-2024 Budget	2023-2024 Budget Variance	2023-2024 Year to Date Percentage
Estero Parkway Improvements	-	-	-	-	0%
River Ranch Rd Improvements	1,261	1,261	50,000	48,739	3%
Corkscrew Rd Widening	-	-	4,963,450	4,963,450	0%
Bridge Maintenance	-	-	1,459,700	1,459,700	0%
Williams Rd Widening	-	-	1,264,800	1,264,800	0%
Broadway W Imrpovements	-	-	750,000	750,000	0%
Miscellaneous Professional Services	-	-	-	-	0%
Total Roadway Projects	***1,261***	***1,261***	***8,487,950***	***8,486,689***	0%
Williams Rd Intersection Impro		-	100,000	100,000	0%
Coconut Rd Improvements	-	-	187,500	(187,500)	0%
Total Intersection Improve Proj	***-***	***-***	***287,500***	***(87,500)***	0%
Coconut Rd Crosswalks	-	-	-	-	0%
Williams Rd Bike/Sidewalks	-	-	218,040	218,040	0%
Intersect Safety Improv Study	-	-	-	-	0%
Sandy Ln Bike-Ped Improv	-	-	2,013,790	2,013,790	0%
Total Bicycle & Ped Improv Proj	***-***	***-***	***2,231,830***	***2,231,830***	0%
US 41 FDOT Landscape	-	-	-	-	0%
US 41 Landscaping Enhancement	-	-	200,000	200,000	0%
Monument Sign/Branding	-	-	-	-	0%
US 41 Monument Signs	-	-	240,000	240,000	0%
Three Oaks Prkwy MonumentSigns	-	-	210,000	210,000	0%
Via Coconut Pt Landscap Improv	-	-	.	-	0%
Ben Hill Griff Pkwy Landsc Imp	788	788	-	(788)	0%
I-75 Interchange Landscaping	-	-	-	-	0%
Landscaping Misc	-	-	216,000	216,000	0%
Total Landscaping & Beauti Proj	***788***	***788***	***866,000***	***865,213***	0%
Park Capital Projects	-	-	-	-	0%
Estero on River Master Plan	15,874	15,874	-	(15,874)	0%
Estero Com Prk Master Plan	-	-	-	-	0%
Estero Com Prk Expansion	-	-	6,800,000	6,800,000	0%
Estero on the River Improvemen	-	-	2,250,000	2,250,000	0%
Williams Road Property Improv	-	28,000	-	(28,000)	0%
River Oaks Prop Imp	6,000	9,000	-	(9,000)	0%
Total Parks & Recreation Proj	***21,874***	***52,874***	***9,050,000***	***8,997,126***	1%

Village of Estero

Budget Report-All Funds
For the Month Ending November 23

	Current Month Actual	2023-2024 Year to Date Actual	2023-2024 Budget	2023-2024 Budget Variance	2023-2024 Year to Date Percentage
Estero River N Brnch Drainage	-	-	500,000	500,000	0%
Package WWTP UEP Design & Perm	-	-	-	-	0%
Broadway W UEP Design & Permit	7,208	25,329	-	(25,329)	0%
Broadway E Design & Permitting	334	334	850,000	849,667	0%
Estero Rvr Sediment Removal	-	-	-	-	0%
UTL Expan - Estero Bay Village	-	-	-	-	0%
UTL Expan - Sunny Grove	-	-	1,603,400	1,603,400	0%
UTL Expan-Cypress Bend	-	-	1,821,900	1,821,900	0%
UTL Expan-See See Street	-	-	401,800	401,800	0%
UTL Expan-Cypress Park	-	-	320,000	320,000	0%
UTL Expan-See See St	-	-	264,500	264,500	0%
UTL Expan-Estero Heights	-	-	7,023,521	7,023,521	0%
UTL Expan-Charring Cross	-	-	1,747,502	1,747,502	0%
Total Stormwater Projects	***7,541***	***25,662***	***14,532,623***	***5,471,438***	0%
Land Purchase-Estero on River	-	-	-	-	0%
Williams Road Driving Range	-	-	-	-	0%
River Oaks Preserve Land	-	-	-	-	0%
Total Land Acquistions	**-**	**-**	**-**	**-**	0%
Total Expenditures-Capital Project Fund	***31,464***	***80,585***	***35,455,903***	***25,964,795***	0%
Misc Contracted Services	22,499	22,499	330,155	307,656	7%
Communications	635	355	1,500	1,145	24%
Utilities	50	307	3,000	2,693	10%
Equipment Leases & Rentals	-	-	-	-	0%
Repairs & Maintenance	-	-	10,000	10,000	0%
Credit Card Fees	803	1,336	11,350	10,014	12%
Operating Supplies	-	-	1,500	1,500	0%
Total Expenditures-Driving Range Fund	***23,987***	***24,497***	***357,505***	***333,008***	7%
Total Expenditures-All Funds	***524,363***	***755,501***	***46,329,128***	***36,163,104***	***2%***
Gen Fd Trans to Debt Service	-	-	-	-	0%
Gen Fd Trans to Cap Projects	31,464	80,585	31,245,915	31,165,330	0%
Transfer to Driving Range Fund	-	-	-	-	0%
CIP Tran from Gas Tax-300-000	-	-	-	-	0%
CIP Tran from RdImp 300-990	-	-	-	-	0%
CIP Tran from Park IF 300-995	-	-	-	-	0%
Gas Tax Trans to CIP-300-266	-	-	-	-	0%
Rd Imp Fee Trans toCIP-300-990	-	-	-	-	0%
Park Imp Fee Tran to CIP-995	-	-	-	-	0%
Total Expenditures and Other Financing Uses-All Funds	***555,827***	***836,086***	***77,575,043***	***67,328,434***	1%
Excess Revenue over Expenditures	**5,402,902**	**6,192,022**	**(24,193,913)**	**30,385,935**	**-26%**
Estimated Prior Year Surplus		56,785,559	56,785,559	-	
Fund Balance		**62,977,581**	**32,591,646**	**30,385,935**	

10

Village of Estero

Budget Report-All Funds
For the Month Ending November 23

	Current Month Actual	2023-2024 Year to Date Actual	2023-2024 Budget	2023-2024 Budget Variance	2023-2024 Year to Date Percentage
General Fund					
Revenues	5,515,781	5,835,294	18,834,960	(12,999,666)	31%
Expenditures	458,897	632,011	8,971,970	8,339,959	7%
Operating Excess (deficit)	5,056,884	5,203,283	9,862,990	(4,659,707)	
Transfers out to Debt Service	-	-	-	-	0%
Transfers out to Capital Projects	(31,464)	(80,585)	(31,245,915)	31,165,330	0%
Transfer out to Driving Range	-	-	-	-	0%
Operating Excess (deficit)	5,025,420	5,122,698	(21,382,925)	26,505,623	
Building Fee Fund					
Revenues	106,011	256,104	1,229,250	(973,146)	21%
Expenditures	10,015	18,407	1,543,750	1,525,343	1%
Operating Excess (deficit)	95,997	237,697	(314,500)	552,197	
Debt Service Fund					
Revenues	-	-	-	-	0%
Expenditures	-	-	-	-	0%
Operating Excess (deficit)	-	-	-	-	
Debt Service Proceeds	-	-	-	-	0%
Transfers in from General Fund	-	-	-	-	0%
Transfers out to Capital Projects	-	-	-	-	0%
Operating Excess (deficit)	-	-	-	-	
Capital Projects Fund					
Revenues	278,637	802,717	1,701,500	(898,783)	47%
Expenditures	31,464	80,585	35,455,903	25,964,795	0%
Operating Excess (deficit)	247,173	722,132	(33,754,403)	25,066,012	
Transfers in from Other Funds	31,464	80,585	31,245,915	(31,165,330)	0%
Operating Excess (deficit)	278,637	802,717	(2,508,488)	(6,099,318)	
Driving Range Fund					
Revenues	26,835	53,408	369,505	(316,097)	14%
Expenditures	23,987	24,497	357,505	333,008	0%
Operating Excess (deficit)	2,848	28,910	12,000	16,910	
Transfers in from Other Funds	-	-	-	-	0%
Operating Excess (deficit)	2,848	28,910	12,000	16,910	

Village of Estero

Budget Report-All Funds
For the Month Ending November 23

	Current Month Actual	2023-2024 Year to Date Actual	2023-2024 Budget	2023-2024 Budget Variance	2023-2024 Year to Date Percentage
Reserved and Available Funds Report					
General Fund Reserves		$ 1,721,747			
Litigation Defense Reserve		670,000			
Major Road Maintenance Reserve		148,000			
Total Reserved Funds		$ 2,539,747			
General Fund Capital Projects		$ 38,995,895			
Building Fee Fund		656,128			
Gas Tax Capital Projects		2,708,188			
Developer Contribution		283,007			
Road Impact Fees		14,205,680			
Community Park Impact Fees		124,296			
Regional Park Impact Fees		-			
Estero Park Entry Contribution		116,384			
Park Imp Fees		1,411,093			
Public Land Purchase		164,922			
Driving Range		180,041			
Total Available Funds		$ 58,845,634			

12

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
January 24, 2024

Agenda Item:

Approval of agreement between the Village and the Supervisor of Elections to authorize the Supervisor to administer elections and referenda votes within the Village.

Motion to approve Interlocal Agreement for Election Services with the Supervisor of Elections.

Background:

The Village is required by its Charter to provide for the conduct of Village elections. However, as the Village has limited staff to keep with its government lite philosophy, there is not adequate internal staffing or infrastructure to directly provide for elections activities when they occur.

The Lee County Supervisor of Elections is the lawfully-elected constitutional officer of Lee County overseeing non-municipal elections, and that official is the official custodian of the registration books and has the exclusive control of matters pertaining to the registration of electors.

Florida's Intergovernmental Cooperation Act allows governments to contract with each other to ensure services are provided to citizens in efficient ways. The Village currently maintains an Interlocal Agreement (ILA) with the Supervisor for the provision of election services. However, the Supervisor has requested that its ILAs with the County's various municipalities be updated to address a variety of changes in actual practice of the Supervisor's office, and to address any outdated provisions.

The Village Attorney has worked with legal counsel for the Supervisor on the language of a new ILA and the attached draft agreement between the Village and Supervisor is recommended for the Council's approval.

Action Requested:

Motion to approve Interlocal Agreement for Election Services with the Supervisor of Elections.

Process and Timeline:

The new ILA would take effect upon Council's approval.

Financial Impact:

The Supervisor's compensation under the new ILA remains a cost reimbursement model as is the case with the current agreement. Costs will differ depending on the given election or referendum vote at issue.

Prepared by: Robert Eschenfelder, Village Attorney

Attachment:

1. Interlocal Agreement for Election Services

AGREEMENT

This Agreement is made this 24th day of January, 2024 (the Effective Date), by and between the Village of Estero, a Florida municipal corporation (the "Village"), and the Office of the Supervisor of Elections of Lee County, Florida, (the "Supervisor").

WHEREAS, the Village is required to provide for the conduct of its elections;

WHEREAS, the Supervisor, as the lawfully elected constitutional officer of Lee County, Florida, is the official custodian of the registration books and has the exclusive control of matters pertaining to the registration of electors;

WHEREAS, the Supervisor is willing to conduct elections for the Village subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the Village desires that the Supervisor conduct elections for the Village.

NOW, THEREFORE, for and in consideration of the mutual promises and benefits conferred herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the parties hereto, intending to be legally bound, covenant and agree as follows:

1. Supervisor's Duties: Supervisor shall conduct such elections for the Village as may be requested by the Village including special, stand-alone, and/or regularly scheduled elections and referenda, on such dates as are mutually agreed upon by The Village and Supervisor, all in accordance with the Florida Election Code, and any applicable Village charter or code provisions. The services to be provided by Supervisor include:

    1.1 Supervisor shall prepare ballots, including, as necessary, candidates, referenda questions, and instructions to voters.

    1.2 Supervisor shall provide, operate, and maintain voting and tabulation equipment necessary for Village elections.

    1.3 Supervisor shall provide such personnel as are necessary to conduct Village elections, tabulate the vote, and provide results to the Village.

    1.4 Supervisor shall provide operating supplies necessary to conduct Village elections.

    1.5 Supervisor shall perform all functions necessary to the distribution, processing and counting of mail ballots.

    1.6 Supervisor shall provide adequate polling place facilities for each Village precinct.

1.7 Supervisor shall advise and assist the Canvassing Board as needed.

1.8 Supervisor is responsible for all statutorily required legal advertising, the cost of which shall be billed to the Village. Supervisor may provide for the publication medium of legal advertising as statutorily permitted by law. Supervisor will provide the Village with a copy of any legal advertisement or mailing that the Village must publish on its official website.

1.9 Supervisor must provide dual ballot languages (English and Spanish), and the legal advertising statutorily required of the Supervisor per the Language Minority Provisions of Section 203 of the Voting Rights Act.

1.10 Unless the Village provides written notice to the contrary at least one hundred and eighty (180) days prior to the date of any special, stand-alone, or regularly scheduled elections or referenda, the Supervisor shall act as the Election Qualifying Officer. As such the Supervisor shall be responsible for:

1.10.1 Receipt and conditional review of all campaign finance reports in conformity with Florida law;

1.10.2 Maintaining the candidate list for each election;

1.10.3 Production and distribution of candidate packet materials;

1.10.4 Providing election related notary services to campaigns and candidates;

1.10.5 Petition processing and certification;

1.10.6 Post-election campaign finance reconciliation support;

1.10.7 Candidate qualifying instructions;

1.10.8 Preparing and scheduling of the election calendar; and

1.10.9 Determination of the candidate-qualifying period.

2. <u>Village's Duties:</u>

2.1 Village shall immediately notify, continually advise, and provide written copies of all provisions of law pertaining to elections within the Village, including, but not limited to, any charter, code of ordinances, special acts, and any additions or amendments thereto, as necessary for Supervisor to conduct the Village's elections.

2.2 Village shall notify Supervisor in writing, and get Supervisor's consent thereto, at least one hundred twenty (120) days in advance of all election dates, and such notice shall include the qualifying periods applicable thereto.

2.3 Village shall conference with Supervisor at least one hundred twenty (120) days prior to the scheduled election and on, or before, that date, provide an up-to-date map clearly indicating official Village boundaries (ninety (90) days in the event of the death or removal of the Mayor or a Council member).

2.4 Village is responsible for legal advertising statutorily required of the Village and must provide for the publication medium as required by law.

2.5 Village shall reimburse Supervisor for all services, supplies, expenses and costs of whatever kind or nature incurred because of or in the conduct of the Village's special or stand-alone elections or referenda. It is not contemplated that elections held in conjunction with federal, state, or county elections would cause Village to reimburse Supervisor for expenses, except those for expenses solely related to Village's elections, including, but not limited to, candidate withdrawal notices to voters, translation, recount, and attorney's fees, which would not have otherwise been incurred by Supervisor.

2.6 The Village shall indemnify and hold Supervisor harmless from and against all claims, damages, injuries, litigation, actions or losses, including reasonable attorney's fees and costs, arising out of or resulting from the lawful, non-negligent acts of Supervisor and Supervisor's employees, volunteers or agents, in the performance of Supervisor's lawful duties and the responsibilities under this Agreement, excepting any act or omission committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property. The limits to the indemnification set forth above shall be limited to those immunity waiver limits set forth in Florida Statutes § 768.28.

2.7 To the extent its insurance provider will authorize, the Village shall name Supervisor as additional insured under the Village's property and casualty insurance policies, including but not limited to general liability, with respect to all activities of Supervisor relating to or arising out of the conduct of the Village's elections.

2.7.1 Subject to Supervisor's approval in any particular instance, which approval shall not be unreasonably withheld, the Village, or the Village's insurer, shall have authority to directly defend, negotiate and participate in any actions or claims for damages arising from the responsibilities of Supervisor under this agreement.

2.7.2 No settlement of such claims or actions shall be binding upon Village unless approved by the Village Council.

2.8 Village shall name Supervisor as additional insured under the Village's property and casualty insurance policies, including but not limited to general liability, with respect to all activities of Supervisor relating to or arising out of the conduct of the Village's elections.

2.8.1 Subject to Supervisor's approval in any particular instance, which approval shall not be unreasonably withheld, the Village Attorney, or designee, shall have authority to defend, negotiate and participate in any actions or claims for damages arising from the responsibilities of Supervisor under this agreement, or provide for defense of such actions or claims through its Risk Management Pool or other appropriate firm.

2.8.2 No settlement of such claims or actions shall be binding upon Village unless approved by the Village Council.

3. Expenses and Compensation: Upon completion of election services for any election, Supervisor shall provide an invoice to the Village detailing the costs incurred by Supervisor in conducting the election for Village. Reimbursement shall be made within thirty (30) days to Supervisor for such costs, including, but not limited to, the following: printing, labor, poll workers, rent, postage, transportation, forms, supplies, communication and use of tabulation equipment. Supervisor will provide such verification of expenses as is reasonably requested by Village.

4. This Agreement shall become effective on the Effective Date and shall continue in effect for one (1) year from such date. The Agreement shall be automatically extended from year to year unless either party provides written notice of its intent to terminate upon thirty (30) days' prior written notice to the other. This Agreement is not cancellable during the period 90 days prior to an election date through the post-election audit.

5. The Village consents to all non-sample Ballot mailing advertisement by the Supervisor without the need for prior approval.

6. Any Sample Ballot mailing for stand-alone, referenda, and/or special elections will only occur upon written request by Village to Supervisor.

7. Determinations regarding decisions on whether to conduct early voting must be included in the Village's official motion, resolution, or ordinance to conduct a stand-alone, referenda, and/or special elections. The Parties agree that failure to do so shall be construed as a decision not to provide early voting.

8. All costs for the enforcement of this Agreement, including reasonable attorney's fees, shall be paid by the losing party to the prevailing party.

9. This Agreement shall not be applicable to elections that are limited solely to freeholders. However, this Agreement shall be applicable to elections related municipal annexation.

10. In the event that any part of this Agreement is determined to be unlawful or unenforceable by a court of competent jurisdiction, said determination shall not invalidate the remaining parts of this Agreement.

11. 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 Party 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.

12. This Agreement contains the entire understanding of the Parties and supersedes all prior understandings or agreements, whether oral or written, implied or explicit, between the Parties relating to the subject matter herein.

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

14. Pursuant to Florida Statutes § 163.01(11), the Supervisor of Elections shall file a copy of this Agreement, and any subsequent amendments thereto, with the Clerk of the Circuit Court of Lee County.

VILLAGE OF ESTERO	SUPERVISOR OF ELECTIONS
_____	_____
Jon McLain, Mayor	Tommy Doyle, Supervisor of Elections

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
January 24, 2024

Agenda Item:

Estero on the River Phase 1 Construction Engineering Inspection Service Contract

Approve EC 2024-10 in the amount of $151,440 for CW3 Engineering, Inc. to provide construction engineering and inspection services for the Estero on the River Phase 1 Improvements.

Approve a $15,000 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, and to approve and execute and subsequent amendments which do not require an increase in the not to exceed budget (with contingency).

Background:

The Estero on the River property is generally located north of Corkscrew Road between US 41 and the Seminole Gulf Railway property. The Estero River runs through the center of the property. The Village of Estero purchased the property in 2019.

The Village recently completed removing exotic vegetation on the portion of the property located south of the Estero River.

A bald eagle nest was identified on the property in 2022. The bald eagle pair has returned to the site in 2023. Construction and facility operations around the eagle nest will need to comply with the site's bald easement management/monitoring report. This will limit construction and access around the nest October 1 – May 15 (when the eagles are nesting).

Estero on the River Phase 1 includes the following improvements.

- Pedestrian path
- Pedestrian bridge over The Estero River
- Parking area

- Restroom Facility
- Drainage
- Landscaping
- Irrigation

The Village's consultant has completed construction plans and is expected to obtain the required permits within the next 30-45 days.

The Village will be advertising the construction bid in February 2024.

Description:

In October 2023, the Village of Estero solicited qualifications for firms to provide construction engineering and inspection (CEI) services for Sandy Lane, Estero on the River, and River Ranch Road. Village Staff reached out to numerous firms that provide CEI to encourage them to submit their qualifications. Unfortunately, even with this additional encouragement the Village did not receive any responses to the solicitation. Several companies indicated they were currently too busy to take on additional work.

Over the past few months Village Staff has worked to identify firms that could provide these services.

Village Staff is proposing to hire CW3 Engineering to provide construction engineering and inspection services for the Estero on the River project. CW3 will act as the Village's representative during construction. They will be onsite monitoring and inspecting the contractor's progress to keep them on schedule and ensure the project is built according to the construction plans. Some of the tasks include the following.

- Construction Meeting – Schedule and lead construction meetings.
- Site Inspections – Inspect contractor's work.
- Testing – Perform testing to ensure the project meets design specifications.
- Schedule – Work with the contractor to ensure the project remains on schedule per the construction contract. Identify and resolve construction issues.
- Budget – Monitor the project budget.
- Payment approval – Review contract pay requests to ensure all items are complete prior to payment.

Action Requested:

Approve EC 2024-10 in the amount of $151,440 for CW3 Engineering, Inc. to provide construction engineering and inspection services for the Estero on the River Phase 1 Improvements.

Approve a $15,000 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:

CW3 will begin work on the project within 1 week of the contract being signed. This will include reviewing the project construction plans and providing value engineering and constructability recommendations. Their services will follow the project's construction schedule and end after construction is complete.

Financial Impact:

The financial impact of this contract is $164,440. This will be funded using the Fiscal Year 2023-2024 Budget for the Estero on the River Improvements which includes $2,250,000.

Prepared by: David Willems, P.E.

Attachments:

1. EC 2024-10
2. Location Map
3. Ownership Disclosure

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ___ day of January, 2024 (the "Effective Date") by and between the Village of Estero, a Florida municipal corporation, hereinafter referred to as "Village", 9401 Corkscrew Palms Circle, Estero, FL 33928, and CW3 Engineering, Inc., a Florida corporation, hereinafter referred to as "Contractor", with offices located at 5783 Bayshore Road, #113, North Fort Myers, FL 33917 (both parties jointly referred to herein as "the Parties").

WHEREAS, the Village is in the process of designing and implementing the Estero on the River Phase 1 Improvements Project (the Project); and

WHEREAS, to facilitate the Project, the Village requires Construction Engineering and Inspection services (CEI Services); and

WHEREAS, CEI Service providers manage the project; and

WHEREAS, CEI Service providers perform such activities as project administration, inspection, project documentation, submittal review, design support, and materials testing review; and

WHEREAS, to obtain CEI Services related to the Project, the Village issued RFP 2023-02; and

WHEREAS, the Village has identified Contractor as the entity which would be the most qualified to provide CEI Services (hereinafter "Services") to the Village for the Project; and

WHEREAS, the Village and Contractor 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 Contractor shall provide the services as outlined in **Attachment "A"**, hereinafter referred to as the "**Scope of Services**."

ARTICLE 2: COMPENSATION. The Contractor shall be compensated in the amounts and at the times set forth in **Attachment "B"**, hereinafter referred to as "**Compensation & Payments**."

ARTICLE 3: CONFLICTS OF INTEREST AND LIMITATION OF USE OF VILLAGE STAFF AND ASSETS. The Contractor shall not be permitted to utilize any Village personnel, equipment, electronic systems or other Village subcontractors to perform any work or project of any kind other than to assist in the performance of the services outlined in **Attachment "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 Contractor, 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 Contractor's duty to the Village set forth herein and the Contractor's duty to any other person or entity.

ARTICLE 4: TERM OF AGREEMENT. Notwithstanding the date of execution, this Agreement shall become effective at 12:01 a.m. on the Effective Date, and shall expire on the date on which the Village notifies Contractor of its acceptance of the Contractor's work and that the Contractor's work is no longer needed due to completion of the Project and Village's acceptance of all related work.

ARTICLE 5: TERMINATION. This Agreement may be terminated by either Party prior to Expiration for any or no reason by providing the other at least thirty (30) days written notice of intent to terminate.

ARTICLE 6: 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 Attn: Village Manager
If to Contractor:	CW3 Engineering, Inc. Attn: Clair Wright, PE

ARTICLE 7: GENERAL CONDITIONS.

A: PUBLIC RECORDS. 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 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 Contractor 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 Contractor or keep and maintain public records required by the Village to perform the service. If the Contractor transfers all public records to the Village 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, the Contractor 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 Contractor 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 Contractor fails to provide the public records to the Village within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

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

B: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable local, state and federal laws and regulations. Additionally, the Contractor 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.

C: LICENSES. The Contractor must, by the Effective Date of this Agreement, possess any licenses required to provide the Scope of Services, and shall maintain same in good standing during the full term of this Agreement.

D: RELATIONSHIP, LIABILITY AND INSURANCE. The relationship of the Contractor to Village shall be that of an independent contracting entity. Nothing herein contained shall be construed as vesting or delegating to the Contractor or its officers, employees, agents, or subcontractors, 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 Contractor in connection with the performance of this Agreement or for debts or claims accruing to such parties. The Contractor 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, Contractor 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 $2 million which could be used to satisfy said obligations or liabilities, naming the Village as an additional insured. Contractor shall provide proof of this insurance to the Village Clerk upon request. Due to the nature of the work to be provided, Contractor 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.

E: NON-ASSIGNABILITY. The Contractor 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 Contractor's staff to be assigned to perform the services. Therefore, Contractor 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 Contractor's experienced staff assigned to perform the work no longer work for Contractor, or Contractor ceases to assign such staff to perform the services required in this Agreement, the Village may terminate the Agreement immediately.

F: 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.

G: IMMIGRATION COMPLIANCE; E-VERIFY. Contractor 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 the Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Village. 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 the Village cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the Village that it has registered with and uses the E-Verify system. If Contractor enters a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and 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 Village 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) 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.

H: PUBLIC ENTITY CRIMES: Contractor acknowledges and agrees to the following:

A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a proposal on a contract to provide any 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 for leases of real property to a public entity, may not be awarded or perform work as a successful proposer, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes § 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List (Florida Statutes § 287.133).

I: SCRUTINIZED COMPANY LIST – STATE OF FLORIDA REQUIREMENT: Florida Statutes § 287.135 and § 215.473 prohibit Florida municipalities from contracting with companies, for goods or services over $1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Florida Statutes § 287.135 and Florida Statutes § 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Florida Statutes § 215.473. A copy of the current list of "Scrutinized Companies" can be found at the following link:

https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx

The Contractor's representative authorized to sign this Agreement on behalf of the Contractor hereby CERTIFIES that the Contractor is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria.

Authorized representative understands that pursuant to Florida Statutes § 287.135 and Florida Statutes § 215.473, the submission of a false certification may subject the Proposer company to civil penalties, attorney's fees, and/or costs.

Contractor understands and agrees that the Village may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

ARTICLE 8: INDEMNIFICATION AND PRESERVATION OF IMMUNITY. Each Party hereby agrees 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. In no event will the Contractor be liable for loss of profits or for any consequential, special, indirect, incidental, punitive or exemplary damages or expenses. Pursuant to Florida Statutes § 725.06(1) and Florida Statutes § 725.08(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 9: 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 10: ATTORNEYS' FEES. In any action brought between the Parties to enforce or construe the terms of this Agreement, each Party shall bear its own attorneys' fees and costs, including any incurred on appeal, regardless of the resolution of the case or related appeal(s).

ARTICLE 11: INCORPORATION BY REFERENCE; ORDER OF PRECEDENCE: The agreement between the Parties includes the following documents (collectively the "Contract Documents"): This Agreement, The Village's RFP (including any addenda thereto), the Contractor's responsive submission. 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 Contractor's submission. In the event of any irreconcilable conflict between the terms of the solicitation and the Contractor'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.

ARTICLE 12: AMENDMENTS. This Agreement may be modified, amended or extended only by written amendment executed by authorized representatives of both Parties.

ARTICLE 13: 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 14: 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 15: 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 16: 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.

HighSpans Engineering, Inc.	**Village of Estero**
By: _____	By: _____
Clair Wright, PE,	Steve Sarkozy, Village Manager

Attachment "A"
Scope of Services

CW3 Engineering, Inc.
"Engineering your future"
Clair E. Wright, III, P.E., President

EXHIBIT A

EC2022-46 MISCELLANEOUS PROFESSIONAL SERVICES

STA 01 - ESTERO ON THE RIVER CONSTRUCTION ADMINISTRATION

A. PROJECT OVERVIEW

CW3 Engineering, Inc. (Consultant) is to provide limited construction administration services to assist the Village of Estero (VOE) during construction of the Estero on the River project. The Consultant shall serve as the Village's representative for the project and will provide project management, project coordination and part-time construction observation of the proposed improvements (site grading, asphalt parking lot & driveway, paver parking, utilities, landscaping & pedestrian pathway improvements). Environmental support services will also be provided, including a gopher tortoise survey, FWC gopher tortoise permitting and bald eagle monitoring. The intent of this Scope of Services is to assist the VOE in assuring that the proposed improvements are constructed in conformance with the approved plans and specifications.

B. SCOPE OF SERVICES

The Consultant will provide the following services:

1. Project Management

   a. Provide project coordination of the project activities with the VOE, the Contractor, sub-contractors, Engineers of Records, design firms, utility companies and CW3's bridge and environmental sub-consultants, as required. This task includes administrative services including supervision, quality control, email correspondence, contract file maintenance, phone conversations, staff coordination, etc. Provide the VOE with copies of all documentation required to keep the VOE completely informed of the progress of the project.
   b. Conduct project status meetings and oversee project meetings as requested during the construction. Prepare and distribute meeting minutes to the appropriate parties. This task assumes:
      - Pre-construction meeting
      - Bridge pre-construction meeting
      - Progress meetings (assumes 8 monthly progress meetings)
      - Miscellaneous coordination meetings (assumes 6 meetings)
   c. Review and monitor the Contractor's monthly progress schedule and advise the VOE of any areas where the project appears to be behind schedule.
   d. Maintain a complete log of all submittals and shop drawings and coordinate reviews with the Contractor and EOR as required. This task assumes that the EOR's/design consultants will review and approve all submittals and shop drawings.
   e. Review Pay Applications and make recommendations to the VOE based on the Consultant's site observations and knowledge of project status.
   f. Coordinate clarifications and interpretations of the contract documents with the Contractor, VOE and EOR. Coordinate requests for additional information (RFI's)

plan revisions and change orders with the Contractor, VOE and/or EOR. Maintain a complete log of RFI's, change orders and plan revisions. This task assumes that RFI's, plan interpretation and plan revisions will be addressed and/or prepared by the EOR's and design consultants.

g. Maintain records of all quality control (QC) testing, material sampling and testing accomplished and review for acceptability of materials and completed work items. This task assumes that all QC testing will be the Contractor's responsibility as specified in the contract documents. No verification testing (VT) will be performed by the Consultant.

2. Site Observation

a. Perform part-time observation of the Contractor's work on the project to evaluate the progress and quality of work and to determine if the work is being constructed in general conformance with the approved plans, permits and specifications. Site visits will be scheduled to observe the critical components of work in coordination with the Contractor's schedule if possible. A minimum of 48 hours' notice shall be provided to the Consultant for scheduling any meeting and/or observation. Site observation reports, including photos, will be submitted to the VOE as part of this task. Inspections of the bathroom building (building, electrical, plumbing, etc.) are not included in this scope of services. We assume (64) 4-hour observations will be required.

b. Perform part-time observation of the pedestrian bridge construction as follows:
   - Perform an observation during the installation of the test piles. Perform an observation during the initial installation of the production piles. Coordinate with the Contractor's geotechnical engineer related to pile driving criteria and length of the production piles. All observations will be documented in a Project Construction Diary that includes a description of the activities performed during each observation supplemented with photographs.
   - Perform observations for the cast-in-place concrete elements including the footings, abutment piers, approach gravity wall abutments and concrete deck. We assume (22) 6-hour observations will be required. The observation tasks include:
     - Observe forms prior to placement of concrete.
     - Verify removal of forms in compliance with specifications.
     - Verify the mixing and delivery of concrete per specifications.
     - Observe rebar placement, size, fastening and clearances per plans and specifications.
     - Verify placement of concrete per specifications.
     - Observe for compliance to surface finish per specifications.
   - Perform an observation of the prefabricated steel truss upon delivery.
   - Perform an observation of the prefabricated steel truss during installation.
   - Perform observations during construction of the approach timber boardwalks. We assume (10) 6-hour observations will be required.

c. Participate in the lift station start-up with the VOE, Contractor, EOR and lift station manufacturers representative.

d. Participate in a substantial completion walk-thru of the project with the VOE, Contractor and EOR and prepare a written punch list of all incomplete, defective, or deficient items.
e. Participate in a final walkthru of the project to verify that all punch list items have been completed.

3. Final Certification & Project Closeout

   Prepare a final certification of completion to the VOE upon satisfactory completion of the project. Coordinate permit certifications with the Contractor, EOR and VOE as required. This task assumes that the EOR will perform all permit certifications.

4. Environmental Support Services

   a. FWC Gopher Tortoise 10 or Fewer Burrows Permit/On or Off-Site Relocation
   Conduct the 100% coverage gopher tortoise survey within 90 days of excavation and prepare the gopher tortoise survey map and exhibits, FWC online permitting application, and provide Authorized Agent tortoise burrow excavation oversight, marking and relocation services for the proposed project. Tortoises cannot be relocated until Local Government Approval is received for clearing and grading of the construction area.

   Provide a backhoe and qualified operator to assist with the excavation of tortoise burrows within the project area prior to construction. It is anticipated that 2 days of tortoise relocation will be required at $1,500 per 8-hour day.

   *Additional fees to be paid by client include the FWC application fee (estimated at $234 for 10 or Fewer Burrows Permit), and installation of buried silt screen around the construction area to preclude tortoises from re-entering the area during construction. If tortoises must be relocated off-site to an FWC approved recipient site, the additional fees are variable based on recipient site availability and estimated at $5,000 per tortoise relocated.

   b. Bald Eagle Monitoring
   Conduct bald eagle monitoring of the project area in accordance with the bald eagle management plan. Monitoring will be implemented in accordance with the monitoring protocol described in the FWS Bald Eagle Monitoring Guidelines (FWS Guidelines), dated September 2006. The monitoring events will be conducted in four (4) hour increments during days of active construction within the 660-foot management zone during nesting season (generally from Oct. 1 – May 15th or until eaglets have successfully fledged the nest).

   Please note that construction within the management zone was estimated to take place a total of 10 days for the project. Should construction within 660 feet of the nest continue for more than 10 days, a change order for additional services will be provided.

C. ITEMS OR SERVICES NOT INCLUDED

The following items or services are not included. These items or services will be provided by others, or by the Village of Estero (if required):

1. Full time CEI and/or full-time site observation
2. Building, electrical & plumbing inspections of the proposed restroom facility. It is assumed that the VOE Building Department will perform all required building inspections.
3. Resident compliance services (EEO, DBE, grant compliance, etc.)
4. Engineering or other design services, including EOR services, MOT design, etc.
5. Review & approval of all submittals & shop drawings for the project, including prefabricated steel truss shop drawings, prestressed concrete & timber piles, reinforcing steel, timber and cast-in-place concrete materials. It is assumed that the EOR's/design consultants will review and approve all contract submittals for CW3's use in verifying conformance in the field.
6. Geotechnical or materials sampling & testing (including QC testing of concrete, asphalt, base, subgrade, etc.)
7. Utility notification (Sunshine 811) & coordination with utility companies will be performed by the Contractor.
8. Surveying (construction layout or as-built surveying)
9. Subsurface Utility Engineering (SUE)
10. Public coordination or public involvement (PIO) services
11. Stormwater Pollution Prevention/FDEP SWPPP compliance, including required inspections and discharge monitoring.
12. Record drawings.
13. Permit certifications. It is assumed that the EOR's/design consultants will certify the project to regulatory agencies for all permits as required.
14. Permitting or modification of any permits
15. Payment of any fees

D. SCHEDULE

The anticipated construction schedule is 6 to 9 months.

E. COMPENSATION

The Consultant will provide services on an hourly as-needed basis. The Contract amount is not to exceed $151,440.00. This includes reimbursable expenses.

Attachment "B"
Compensation and Payments

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. Contractor 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 so as to allow the Village to adequately evaluate invoices for payment.

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.

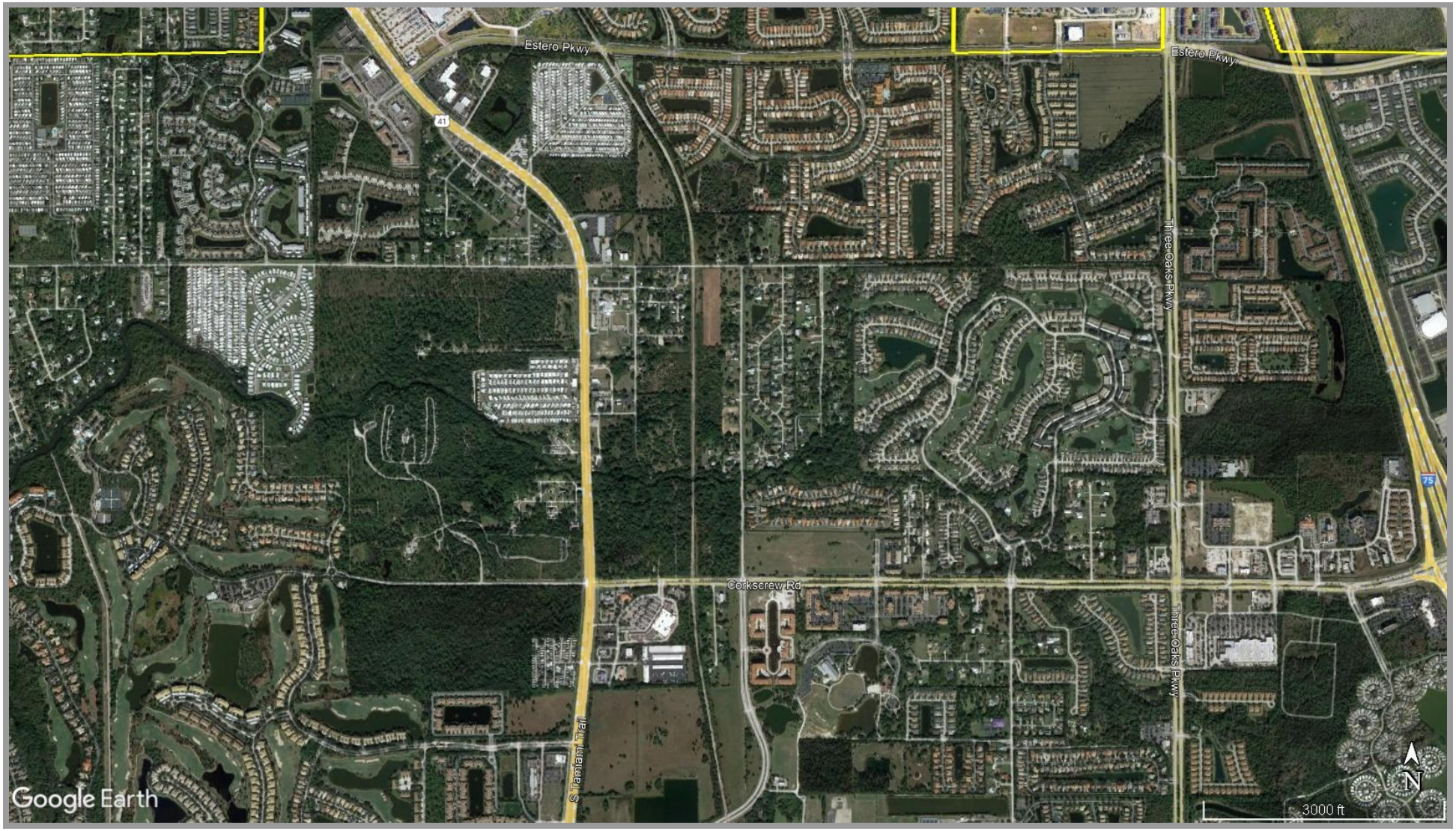
Village of Estero
Estero on the River Constuction Administration

CW3 Engineering, Inc.

Task No.	Task Title	Principal $230.00	Project Manager $190.00	CEI Sr. Proj. Engineer $180.00	CEI Project Administrator $140.00	CEI Field Inspector $95.00	CEI Senior Inspector $115.00	Design Engineer EI $140.00	CAD Designer $135.00	CADD Technician $115.00	Total (Hours)	Prime Consultant Fee	Sub Consultant Fee	Total Consultant Fee
Task 1.0	**PROJECT MANAGEMENT**													
	Project Coordination	12	0	60	46	0	0	0	0	0	118	$20,000.00		$20,000.00
	Meetings	0	0	64	0	0	0	0	0	0	64	$11,520.00	$800.00	$12,320.00
	Submittal Coordination	0	0	16	16	0	0	0	0	0	32	$5,120.00		$5,120.00
	Pay Application Review	0	0	20	34	0	0	0	0	0	54	$8,360.00		$8,360.00
	RFI & Change Order Review & Coordination	0	0	22	22	0	0	0	0	0	44	$7,040.00		$7,040.00
Task 2.0	**CONSTRUCTION OBSERVATION**													
	Construction Observation	0	0	20	124	112	0	0	0	0	256	$31,600.00	$37,310.00	$68,910.00
	Substantial Completion Site Observation	0	0	0	8	0	0	0	0	0	8	$1,120.00	$910.00	$2,030.00
	Final Completion Site Observation	0	0	0	8	0	0	0	0	0	8	$1,120.00	$910.00	$2,030.00
Task 3.0	**FINAL CERTIFICATION & PROJECT CLOSEOUT**													
	Final Certification & Project Closeout	0	0	24	0	0	0	0	0	0	24	$4,320.00	$3,280.00	$7,600.00
Task 4.0	**ENVIRONMENTAL SERVICES**													
	FWC Tortoise Survey, Permit and Relocation	2	0	14	0	0	0	0	0	0	16	$2,980.00	$5,750.00	$8,730.00
	Backhoe and skilled operator fee (billed at $1,500/8-hr day)	0	0	0	0	0	0	0	0	0	0	$0.00	$3,000.00	$3,000.00
	FWS Approved Monitoring (6 days)	0	0	0	0	0	0	0	0	0	0	$0.00	$6,300.00	$6,300.00
	TOTAL HOURS	**14**	**0**	**240**	**258**	**112**	**0**	**0**	**0**	**0**	**624**	**$93,180.00**	**$58,260.00**	**$151,440.00**

Village of Estero
Estero on the River Construction Administration
CW3 Staff Hour Estimation Proposal
Prepared by: CW3 Engineering, Inc.

		Unit	Qty.	Hours	Total	Comments
Task 1.0	**PROJECT MANAGEMENT**					
	Project Coordination	LS	1	118	118	
	Meetings	EA	16	4	64	Includes pre-construction meetings, monthly progress meetings & 6 misc. coordination meetings.
	Submittal Coordination	LS	1	32	32	Tracking & coordination only. EOR to review/approve Shop Drawings
	Pay Application Review	EA	9	6	54	Assumes 1 per month for 9 months
	RFI & Change Order Coordination	LS	1	44	44	Review & coordinate RFI's, clarifications, plan revisions & change orders
	PROJECT MANAGEMENT TOTAL				**312**	
Task 2.0	**CONSTRUCTION OBSERVATION**					
	Construction Observation	LS	1	256	256	Assumes 64 construction observations @ 4 hours = 256 Hours Total (Includes DWR's & documentation)
	Substantial Completion Site Observation	EA	1	8	8	Includes Report & Punchlist
	Final Completion Site Observation	EA	1	8	8	
	CONSTRUCTION OBSERVATION TOTAL				**272**	
Task 3.0	**FINAL CERTIFICATION & CLOSE OUT**					
	FINAL CERTIFICATION & CLOSE OUT TOTAL				**24**	
Task 3.0	**ENVIRONMENTAL SERVICES**					
	ENVIRONMENTAL SERVICES TOTAL				**16**	
	GRAND TOTAL				**624**	


Estero Pkwy
Estero Pkwy
41
Three Oaks Pkwy
75
Corkscrew Rd
Three Oaks Pkwy
S Tamiami Trail
Google Earth
N
3000 ft

CN No.: CN 2023-01

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.:_____

Project Name: Estero on the River Construction Administration Services

Please check as appropriate:

X — 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 Clair Wright, III

Company Name: CW3 Engineering, Inc.

Date: 01/16/24

CN No.: CN 2023-01

NAMES & ADDRESSES OF OWNERS

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

Clair Wright, III, 8500 Dosonte Lane, N. Fort Myers, FL 33917, 100% Ownership

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
January 24, 2024

Agenda Item:

Sandy Lane Construction Engineering Inspection Services Contract

Approve EC 2024-09 in the amount of $490,560.65 for HighSpans Engineering, Inc. to provide construction engineering and inspection services for the Sandy Lake Bike/Ped Improvements.

Approve a $49,000 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, and to approve and execute and subsequent amendments which do not require an increase in the not to exceed budget (with contingency).

Background:

The Sandy Lane Bike/Ped Improvements are located along Sandy Lane between Corkscrew Road and Broadway Ave East. The improvements include the following.

- 8-12 ft wide path along the east side of Sandy Lane
- Pedestrian bridge over the Estero River
- Street lighting
- Landscaping
- Irrigation

The Village's consultant is nearing completion of the project's design and permitting efforts. Village Staff expects to solicit construction bids within the next 30-45 days.

Description:

In October 2023, the Village of Estero solicited qualifications for firms to provide construction engineering and inspection (CEI) services for Sandy Lane, Estero on the River, and River Ranch Road. Village Staff reached out to numerous firms that provide CEI to encourage them to submit their qualifications. Unfortunately, even with this additional

encouragement the Village did not receive any responses to the solicitation. Several companies indicated they were currently too busy to take on additional work.

Over the past few months Village Staff has worked to identify firms that could provide these services.

HighSpans Engineering is a company with extensive experience providing CEI services for a variety of construction projects including roadway, sidewalk, and bridge projects. They are well qualified to provide these services for the Sandy Lane Bike/Ped Improvement Project.

HighSpans will act as the Village's representative during construction. They will be onsite monitoring and inspecting the contractor's progress to keep them on schedule and ensure the project is built correctly. Some of the tasks include the following.

- Construction Meeting – Schedule and lead construction meetings.
- Site Inspections – Inspect contractor's work.
- Testing – Perform testing to ensure the project meets design specifications.
- Schedule – Work with the contractor to ensure the project remains on schedule per the construction contract. Identify and resolve construction issues.
- Budget – Monitor the project budget.
- Public Involvement – Coordination with the public and those most affected by the project.
- Payment approval – Review contract pay requests to ensure all items are complete prior to payment.

Action Requested:

Approve EC 2024-09 in the amount of $490,560.65 for HighSpans Engineering, Inc. to provide construction engineering and inspection services for the Sandy Lake Bike/Ped Improvements.

Approve a $49,000 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:

HighSpans will begin work on the project within 1 week of the contract being signed. This will include reviewing the project construction plans and providing value engineering and constructability recommendations. Their services will follow the project's construction schedule and end after construction is complete.

Financial Impact:

The financial impact of this contract is $539,560.65. This will be funded using the Fiscal Year 2023-2024 Budget for the Sandy Lane Bike/Ped Improvements which include $2,013,790.

Prepared by: David Willems, P.E.

Attachments:

1. EC 2024-09
2. Location Map
3. Ownership Disclosure

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ___ day of January, 2024 (the "Effective Date") by and between the Village of Estero, a Florida municipal corporation, hereinafter referred to as "Village", 9401 Corkscrew Palms Circle, Estero, FL 33928, and HighSpans Engineering, Inc., a Florida corporation, hereinafter referred to as "Contractor", with offices located at 2121 McGregor Blvd. Ste. 200, Ft. Myers, FL 33901 (both parties jointly referred to herein as "the Parties").

WHEREAS, the Village is in the process of designing and implementing the Sandy Lane Pedestrian Improvements Project (the Project); and

WHEREAS, to facilitate the Project, the Village requires Construction Engineering and Inspection services (CEI Services); and

WHEREAS, CEI Service providers manage roadway construction including earthwork and grading operations, drainage and utility work, aggregate base, asphalt, and concrete pavements, installation of roadway signage, and striping; and

WHEREAS, CEI Service providers perform such activities as project administration, daily inspection, project documentation, submittal review, design support, constructability reviews, value engineering, critical path review, materials testing, cost estimating, and claims analysis, and these providers are normally responsible for monitoring installations, testing them, and recommending acceptance of as-built documentation prepared by the contractor for the complete traffic control signal and device installation through the life of the construction project; and

WHEREAS, to obtain CEI Services related to the Project, the Village issued RFP 2023-02; and

WHEREAS, the Village has identified Contractor as the entity which would be the most qualified to provide CEI Services (hereinafter "Services") to the Village for the Project; and

WHEREAS, the Village and Contractor 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 Contractor shall provide the services as outlined in **Attachment "A"**, hereinafter referred to as the "**Scope of Services**."

ARTICLE 2: COMPENSATION. The Contractor shall be compensated in the amounts and at the times set forth in **Attachment "B"**, hereinafter referred to as "**Compensation & Payments**."

ARTICLE 3: CONFLICTS OF INTEREST AND LIMITATION OF USE OF VILLAGE STAFF AND ASSETS. The Contractor shall not be permitted to utilize any Village personnel, equipment, electronic systems or other Village subcontractors to perform any work or project of any kind other than to assist in the performance of the services outlined in **Attachment "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 Contractor, 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 Contractor's duty to the Village set forth herein and the Contractor's duty to any other person or entity.

ARTICLE 4: TERM OF AGREEMENT. Notwithstanding the date of execution, this Agreement shall become effective at 12:01 a.m. on the Effective Date, and shall expire on the date on which the Village notifies Contractor of its acceptance of the Contractor's work and that the Contractor's work is no longer needed due to completion of the Project and Village's acceptance of all related work.

ARTICLE 5: TERMINATION. This Agreement may be terminated by either Party prior to Expiration for any or no reason by providing the other at least thirty (30) days written notice of intent to terminate.

ARTICLE 6: 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 Attn: Village Manager
If to Contractor:	HighSpans Engineering, Inc. Attn: Vince Zaliauskas, PE, President

ARTICLE 7: GENERAL CONDITIONS.

A: PUBLIC RECORDS. 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 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 Contractor 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 Contractor or keep and maintain public records required by the Village to perform the service. If the Contractor transfers all public records to the Village 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, the Contractor 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 Contractor 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 Contractor fails to provide the public records to the Village within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

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

B: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable local, state and federal laws and regulations. Additionally, the Contractor 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.

C: LICENSES. The Contractor must, by the Effective Date of this Agreement, possess any licenses required to provide the Scope of Services, and shall maintain same in good standing during the full term of this Agreement.

D: RELATIONSHIP, LIABILITY AND INSURANCE. The relationship of the Contractor to Village shall be that of an independent contracting entity. Nothing herein contained shall be construed as vesting or delegating to the Contractor or its officers, employees, agents, or subcontractors, 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 Contractor in connection with the performance of this Agreement or for debts or claims accruing to such parties. The Contractor 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, Contractor 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 $2 million which could be used to satisfy said obligations or liabilities, naming the Village as an additional insured. Contractor shall provide proof of this insurance to the Village Clerk upon request. Due to the nature of the work to be provided, Contractor 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.

E: NON-ASSIGNABILITY. The Contractor 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 Contractor's staff to be assigned to perform the services. Therefore, Contractor 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 Contractor's experienced staff assigned to perform the work no longer work for Contractor, or Contractor ceases to assign such staff to perform the services required in this Agreement, the Village may terminate the Agreement immediately.

F: 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.

G: IMMIGRATION COMPLIANCE; E-VERIFY. Contractor 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 the Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Village. 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 the Village cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the Village that it has registered with and uses the E-Verify system. If Contractor enters a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and 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 Village 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) 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.

H: PUBLIC ENTITY CRIMES: Contractor acknowledges and agrees to the following:

A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a proposal on a contract to provide any 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 for leases of real property to a public entity, may not be awarded or perform work as a successful proposer, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes § 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List (Florida Statutes § 287.133).

I: SCRUTINIZED COMPANY LIST – STATE OF FLORIDA REQUIREMENT: Florida Statutes § 287.135 and § 215.473 prohibit Florida municipalities from contracting with companies, for goods or services over $1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba

or Syria. Florida Statutes § 287.135 and Florida Statutes § 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Florida Statutes § 215.473. A copy of the current list of "Scrutinized Companies" can be found at the following link:

https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx

The Contractor's representative authorized to sign this Agreement on behalf of the Contractor hereby CERTIFIES that the Contractor is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria.

Authorized representative understands that pursuant to Florida Statutes § 287.135 and Florida Statutes § 215.473, the submission of a false certification may subject the Proposer company to civil penalties, attorney's fees, and/or costs.

Contractor understands and agrees that the Village may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

ARTICLE 8: INDEMNIFICATION AND PRESERVATION OF IMMUNITY. Each Party hereby agrees 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. In no event will the Contractor be liable for loss of profits or for any consequential, special, indirect, incidental, punitive or exemplary damages or expenses. Pursuant to Florida Statutes § 725.06(1) and Florida Statutes § 725.08(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 9: 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 10: ATTORNEYS' FEES. In any action brought between the Parties to enforce or construe the terms of this Agreement, each Party shall bear its own attorneys' fees and costs, including any incurred on appeal, regardless of the resolution of the case or related appeal(s).

ARTICLE 11: INCORPORATION BY REFERENCE; ORDER OF PRECEDENCE: The agreement between the Parties includes the following documents (collectively the "Contract Documents"): This Agreement, The Village's RFP (including any addenda thereto), the Contractor's responsive submission. 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 Contractor's submission. In the event of any irreconcilable conflict between the terms of the solicitation and the Contractor'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.

ARTICLE 12: AMENDMENTS. This Agreement may be modified, amended or extended only by written amendment executed by authorized representatives of both Parties.

ARTICLE 13: 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 14: 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 15: 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 16: 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.

HighSpans Engineering, Inc.

By: _____
Vincent Zaliauskas, PE, President and Principal Engineer

Village of Estero

By: _____
Steve Sarkozy, Village Manager

Attachment "A"
Scope of Services

12/12/2023

EXHIBIT "A"

CONSTRUCTION ENGINEERING AND INSPECTION

SCOPE OF SERVICES

FOR

Village Council

Project Description

Sandy Lane Pedestrian Improvements

Project ID(s): RFP 2023-02

Federal Project No.: N.A.

TABLE OF CONTENTS

1.0 PURPOSE: 1

2.0 SCOPE: 1

3.0 LENGTH OF SERVICE: 1

4.0 DEFINITIONS: 2

5.0 ITEMS TO BE FURNISHED BY THE VILLAGE TO THE CONSULTANT: 3

6.0 ITEMS FURNISHED BY THE CONSULTANT: 4

6.1 VILLAGE DOCUMENTS: 4
6.2 OFFICE AUTOMATION: 4
6.3 VEHICLES: 4
6.4 FIELD EQUIPMENT: 4
6.5 LICENSING FOR EQUIPMENT OPERATIONS: 5

7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT: 5

8.0 PERFORMANCE OF THE CONSULTANT: 5

9.0 REQUIREMENTS OF THE CONSULTANT: 6

9.1 GENERAL: 6
9.2 ON-SITE INSPECTION: 6
9.3 SAMPLING AND TESTING: 6
9.4 ENGINEERING SERVICES: 7
9.6 GEOTECHNICAL ENGINEERING: 9

10.0 PERSONNEL: 11

10.1 GENERAL REQUIREMENTS: 11
10.2 PERSONNEL QUALIFICATIONS: 11
10.3 STAFFING: 17

11.0 QUALITY ASSURANCE (QA) PROGRAM: 18

11.1 QUALITY ASSURANCE PLAN: 18
11.2 QUALITY ASSURANCE REVIEWS: 19
11.3 QUALITY RECORDS: 19

12.0 CERTIFICATION OF FINAL ESTIMATES: 19

12.1 FINAL ESTIMATE AND AS-BUILT PLANS SUBMITTAL: 19
12.2 CERTIFICATION: 19
12.3 OFFER OF FINAL PAYMENT: 19

13.0 AGREEMENT MANAGEMENT: 20

13.1 GENERAL: 20

14.0 OTHER SERVICES: 20

15.0 POST CONSTRUCTION CLAIMS REVIEW: 21

16.0 CONTRADICTIONS: 21

17.0 THIRD PARTY BENEFICIARY 21

18.0 VILLAGE AUTHORITY 21

RFP ID (s): 2023-02

SCOPE OF SERVICES
CONSTRUCTION ENGINEERING AND INSPECTION

1.0 PURPOSE:

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction projects listed below.

2.0 SCOPE:

Provide services as defined in this Scope of Services, the referenced Village manuals, and procedures.

The projects for which the services are required are:

Project IDs:	RFP 2023-02
Descriptions:	Sandy Lane Pedestrian Improvements
City:	Village
County:	Lee

Exercise independent professional judgment in performing obligations and responsibilities under this Agreement. Pursuant to Section 4.1.5 of the Construction Project Administration Manual (CPAM), the authority of the Consultant's lead person, such as the Senior Project Engineer, and the Consultant's Project Administrator shall be identical to the Village's Resident Engineer and Project Administrator respectively and shall be interpreted as such.

Services provided by the Consultant shall comply with Village manuals, procedures, and memorandums. Such Village manuals, procedures, and memorandums are found at the State Construction Office's website.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both the Village and the Contractor either directly or indirectly.

3.0 LENGTH OF SERVICE:

The services for each Construction Contract shall begin upon written notification to proceed by the Village.

Track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the Village has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, coordinate closely with the Village Public Works Village (the Village) and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

For estimating purposes, the Consultant will be allowed an accumulation of thirty (30) calendar days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed on the first project and thirty (30) calendar days to demobilize after final acceptance of the last Construction Contract.

RFP ID (s): 2023-02

The anticipated letting schedules and construction times for the projects are tabulated below:

Construction Contract Estimate			
Project ID	Letting Date (Mo/Day/Yr)	Start Date (Mo/Day/Yr)	Duration (Days)
RFP 2023-02	TBD	TBD	365

4.0 DEFINITIONS:

A. Agreement: The Professional Services Agreement between the Village and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.

B. Contractor: The individual, firm, or company contracting with the Village for performance of work or furnishing of materials.

C. Construction Contract: The written agreement between the Village and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.

D. Construction Project Manager: The Village employee assigned to manage the Construction Engineering and Inspection Contract and represent the Village during the performance of the services covered under this Agreement.

E. Construction Training/Qualification Program (CTQP): The Village program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at CTQP website.

F. Consultant: The Consulting firm under contract to the Village for administration of Construction Engineering and Inspection services.

G. CEI Project Administrator/Project Engineer: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.

H. CEI Resident Compliance Specialist: The employee assigned by the Consultant to oversee project specific compliance functions.

I. CEI Senior Project Engineer: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.

J. District Construction Engineer: The administrative head or director of the Village's Construction Offices.

K. District Contract Compliance Manager: The administrative head or director of the Village's Contract Compliance Office.

RFP ID (s): 2023-02

L. District Consultant CEI Manager: The Village employee assigned to administer the Consultant Construction Engineering and Inspection (CCEI) Program in the District.

M. District Director of Transportation Operations: The Director of Construction, Maintenance, Traffic Operations, Materials, and Safety.

N. District Final Estimates Manager: The administrative head of the of the Village Procurement Office.

O. District Professional Services Administrator: The Administrative Head of the Village Procurement Office.

P. Director: The Chief Executive Officer in each of the Village's eight (8) Districts.

Q. Districtwide Contract Compliance Specialist Consultant: The consultant hired under a separate agreement with the Village to ensure contractors on multiple contracts are in compliance with the requirements of the Federal Highway Administration and USDOL.

R. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.

S. Operations Engineer: The Engineer assigned by the Village to administer Construction and Maintenance Contracts for the Village.

T. Public Information Office: The Village's office assigned to manage the Public Information Program.

U. Resident Engineer: The Engineer assigned to Village to administer Construction Contracts for the Village.

5.0 ITEMS TO BE FURNISHED BY THE VILLAGE TO THE CONSULTANT:

A. The Village, on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.

1. Construction Plans,
2. Design calculations and reports,
3. Digital CAD files of all design documents,
4. All required and obtained permit documents,
5. Geotechnical Report,
6. Specification Package,
7. Copy of the Executed Construction Contract, and
8. Utility Agency's Approved Material List (if applicable).

RFP ID (s): 2023-02

6.0 ITEMS FURNISHED BY THE CONSULTANT:

6.1 Village Documents:

All applicable Village documents referenced herein shall be a condition of this Agreement. All Village documents, directives, procedures, and standard forms are available through the Village's Internet website. Most items can be purchased through the following address.

6.2 Office Automation:

Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement.

Provide each inspection staff with a laptop computer (or tablet) running for daily report completion connection using a mobile broadband connection at the jobsite.

All computer coding shall be input by Consultant personnel using equipment furnished by them.

All documents requiring a signature must be executed electronically by both parties in accordance with Chapter 668, Florida Statutes, and have the same force and effect as a written signature. The Village will provide a web-based collaboration site to facilitate the electronic document exchange. All persons requiring access to the collaboration site shall be identified during the preconstruction conference. All persons that normally sign paper documents, and will be using the site, must acquire digital signature certificates.

Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall remain at all times with the Consultant. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.

Current technical specifications for office automation can be viewed at:
http://www.fdot.gov/Construction/DesignBuild/ConsultantCEI/OfficeAutomation.shtm

6.3 Vehicles:

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.

6.4 Field Equipment:

Supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items.

Hard hats shall have the name of the consulting firm visibly displayed.

Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

Handling of nuclear density gauges shall be in compliance with their license.

Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

6.5 Licensing for Equipment Operations:

Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the Village, upon request.

Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Village of Health.

7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:

For the duration of the Agreement, keep the Village's Construction Project Manager in Responsible Charge informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement.

Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

Inform the designated Village project personnel of any design defects, reported by the contractor or observed by the consultant.

Submit all administrative items relating to Invoice Approval, Personnel Approval, Time Extensions, and Supplemental Amendments to the Construction Project Manager for review and approval.

8.0 PERFORMANCE OF THE CONSULTANT:

During the term of this Agreement and all Supplemental Amendments thereof, the Village will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. Cooperate and assist Village representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. Village recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.

B. Immediately replace personnel whose performance has been determined by the Consultant and/or the Village to be inadequate.

C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.

D. Increase the scope and frequency of training of the Consultant personnel.

9.0 REQUIREMENTS OF THE CONSULTANT:

9.1 General:

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the Village, and direct the Contractor to correct such observed discrepancies.

Pursuant to Section 337.11(9)(a), Florida Statutes, the Consultant is hereby designated by the Secretary of the Village to negotiate and approve Supplemental Agreements within the thresholds established in the CPAM. Seek input from the Construction Project Manager relating to all Supplemental Agreement requests. Supplemental Agreements must be determined to be in accordance with Florida law by the Village prior to approval by the Consultant. For any Supplemental Agreement which exceeds the thresholds, prepare the Supplemental Agreement as a recommendation to the Village, which the Village may accept, modify or reject upon review. Consult with the Construction Project Manager as necessary and direct all issues, which exceed delegated authority to the Construction Project Manager for Village action or direction.

Inform the designated Village project personnel of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

9.2 On-site Inspection:

Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. The Village will monitor off-site activities and fabrication unless otherwise stipulated by this Agreement.

Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the Village's procedures. Consultant employees performing such services shall be qualified in accordance with the Village's procedures.

9.3 Sampling and Testing:

Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the Village's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

RFP ID (s): 2023-02

The Village will perform inspection and sampling of materials and components at locations remote from the project site and the Village will perform testing of materials normally done in a laboratory remote from the project site.

Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

The Village will monitor the effectiveness of the Consultant's testing procedures through observation and independent assurance testing.

Sampling, testing and laboratory methods shall be as required by the Village's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.

Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done.

Transport samples to be tested in a HighSpans Engineering, Inc. (HEI) laboratory to the appropriate laboratory or appropriate local HEI facility.

9.4 Engineering Services:

Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the Village for failure of such parties to follow written direction issued by the Consultant.

Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:

(1) Attend a pre-service meeting for the Agreement in accordance with CPAM. Provide appropriate staff to attend and participate in the pre-service meeting.

(2) Schedule and attend a Final Estimate informational meeting with the Village Office. Provide appropriate staff to attend and participate in this meeting.

(3) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the Village's guidelines.

(4) Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns as detailed in CPAM.

(5) Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.

(6) Monitor, inspect and document utility relocation self-performed by the contractor for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Document utility construction progress to be performed by Utility Agencies. Facilitate coordination and communication between Utility Agency's representatives, Village's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including Village and Local Government owned facilities.

Identify, review, and track progress of Joint Project Agreements, and/or other Village and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.

(7) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the Village to make timely payment to the Contractor.

(8) Provide Community Outreach Services and be proactive in keeping the community aware of the status and traffic impacts of the referenced project. With approval from the Village's designee, prepare and disseminate information to the public, elected officials and the media of any upcoming events, which will affect traffic flow. Produce and distribute all publications (letters, flyers, brochures and news releases) necessary for this contract. Prior to release, the Village's designee will approve all responses, letters, news releases and the like. Provide timely, professional responses to project inquiries including emails, telephone calls, etc. Coordinate general public information meetings, open houses, community meetings as directed by the Village's representatives.

(9) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.

(10) Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.

These photographs will be filed and maintained on the Consultant's computer using a digital photo management system.

Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

Provide visual documentation of the Project through the periodic collection of a set of panoramic digital photographs at predetermined stations throughout the project. Photographic locations should be located at intervals such that the digital photographs collectively portray the majority of the visible surfaces on the Project. The digital photographs should be taken with a frequency designed to reveal changes in the progress of the Project, which can be compared to other project data including daily reports of construction and scheduling updates. Photographic data files comprising each digital photograph are to be supplied together with an HTML (web page) based access and display system for viewing the photographs. Original photographic data files are to be supplied for archival purposes and comprise photographic data identical in form and content to that produced by the digital camera used to capture the image. Working photographic data files are to be supplied for everyday reference purposes and comprise copies of each original photographic data file, which have been processed to a reduced pixel and color resolution (size and clarity) for distribution via CD ROM and the Internet. The access and display system should be comprised of a series of HTML files (web pages) which allow a user to view each photographic data file at random, and in a sequence which simulates the visual experience of a viewer moving through the actual Project from one photographic station to the next. The original photographic data files, working photographic data files and access and display system are to be distributed on CD ROM and portable hard disk media. The working photographic data files and the access and display system should also be maintained on a server accessible via the Internet.

9.6 <u>Geotechnical Engineering:</u>

The prime Consultant may engage the services of a geotechnical subconsultant to perform some of the services indicated in this section. However, the prime Consultant will be responsible to the Village for the satisfactory performance and timeliness of these services.

Become familiar with the existing site conditions and the contract documents. Observe and record the progress and quality of foundation work to determine that the foundations are constructed at the correct locations and elevations, identify discrepancies, and direct the Contractor to correct such observed discrepancies. Attend the Preconstruction Conference and/or special geotechnical meeting for the Construction Contract. All services under this section will be performed in accordance to FDOT Specification Section 455. Inspect and verify that the Contractor has performed the foundation work in accordance with applicable FDOT Specification Section 455 and other contract documents. Provide qualified Geotechnical Engineers and CTQP qualified inspectors in Drilled Shaft/Pile Driving/Auger Cast Pile inspection, relevant to the foundation type(s) required in the plans. Schedule meetings and facilitate communications between the Contractor and any Specialty Contractors, the CEI, and the DGE as needed. Observe and verify that all work

is performed in accordance with the contract documents. Assure that any specialty work is completed as necessary to accomplish its intent.

The following geotechnical engineering services shall be performed:

1) Piles:

- Process and review the Pile Installation Plan in accordance with CPAM.
- Perform preliminary Wave Equation Analyses to assess and provide comments regarding the suitability of hammer driving system(s) included in the Pile Installation Plan. Provide analyses results (estimated blow count ranges for the nominal bearing resistances, installation stresses etc.) to the DGE.
- Schedule a pre-pile installation meeting to review and discuss the pile installation procedures. Make sure the Contractor's field superintendent, CEI's pile inspectors, and the DGE are invited. Prepare and distribute meeting minutes to the attendees.
- Provide personnel proficient in operation of the PDA or EDC monitoring equipment required for the project, for data collection, interpretation and analysis. Utilize the most current version of equipment and software for dynamic testing and dynamic data analysis.
- Perform dynamic testing per the contract documents during initial driving and re-drives. Submit electronic Pile Driving Analyzer (PDA) and Embedded Data Collector (EDC) files upon completion of the test pile installation.
- Inspect and record the test pile driving process in accordance with CPAM.
- Perform signal matching analysis on test pile data for selected blows, using the latest software version. At a minimum, signal matching analysis shall be performed on initial drive data where required resistance is obtained below the minimum tip elevation and on set-check data (if any). If requested in special circumstances, the end of drive signal matching analysis will be performed in the field upon completion of the drive; otherwise it shall be completed within 24 hours of driving the instrumented pile.
- Analyze the test data and available soils data as required to establish production pile lengths and driving criteria. The analysis must include signal matching analysis and wave equation calibration analysis to determine a pile driving-soil system model that will predict accurately driving resistance with stroke (or pressure) and blows per foot while matching transferred energy and dynamic stresses with the ones measured in the field. Submit preliminary report(s) recommending production pile lengths and driving criteria to the DGE for approval. The preliminary report shall include printed & plotted Signal Matching and Wave Equation Analysis outputs, and electronic files (Windows compatible) of all raw data obtained by the PDA and EDC equipment and the signal matching and wave equation analyses.
- Furnish final written letters, signed and sealed, for production pile lengths and the driving criteria in accordance with CPAM. When applicable, include recommendations to determine "firm bearing material".
- Inspect the conditions of the piles prior to installation, including any pile splices.
- Observe and verify that concrete piles were properly supported during storage and handled with appropriate pick-up details per contract documents.
- Inspect and record the pile driving installation. Provide a pile inspection device that displays and stores electronically for every hammer blow along with a timestamp: stroke for open-ended diesel hammers and blows per foot and blows

per minute for all hammers. The device must auto-generate the Village's Pile Driving Record form and export the non-editable electronic data in a format compatible with the Pile Driving Record form. Use this device during the inspection of test piles and production piles.

- Observe the performance of any static or statnamic load tests and review the details are implemented as planned.
- Evaluate problems encountered during construction and coordinate with the DGE and the Contractor to resolve such problems, including possible additional testing and withdrawing the Pile Installation Plan.

10.0 PERSONNEL:

10.1 General Requirements:

Provide prequalified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. Method of compensation for personnel assigned to this project is outlined in Exhibit "B."

Unless otherwise agreed to by the Village, the Village will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator/Project Engineer, Contract Support Specialist and Assistant or Associate to any of these positions.

10.2 Personnel Qualifications:

Provide competent personnel qualified by experience and education. Submit to the Construction Project Manager the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: salary, education, and experience. The Consultant Action Request form for personnel approval shall be submitted to the Construction Project Manager at least two weeks prior to the date an individual is to report to work.

Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the Village. Staff that has been removed shall be replaced by the Consultant within one week of Village notification.

Before the project begins, all project staff shall have a working knowledge of the current CPAM and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the Village and should occur as workload permits. Visit the training page on the State Construction Office website for training dates.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided all other requirements for such positions are met and the Consultant submits a training plan detailing when such qualifications/certifications and

other training relative to the Village's procedures, Specifications and Standard Plans will be obtained. The District Construction Engineer or designee will have the final approval authority on such exceptions.

CEI SENIOR PROJECT ENGINEER - A Civil Engineering degree and registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience [(two (2) years of which are in major road or bridge construction)] or [(five (5) of which are in major bridge construction) - for Complex Bridge Projects with the exception of PTS projects which require two (2) years of major bridge construction], or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with Village standards. Also must have the following:

QUALIFICATIONS:
Attend the CTQP Quality Control Manager course and pass the examination.

CERTIFICATIONS:
FDOT Advanced MOT

OTHER:
Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects)

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

CEI PROJECT ADMINISTRATOR/PROJECT ENGINEER - A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

For CC2 bridge structures, a Civil Engineering degree and registered in the State of Florida as a professional engineer (or if registered in another state, have the ability to obtain registration in Florida within six (6) months) plus five (5) years general bridge construction experience, two (2) years of which must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope **or** for non-degreed and/or non-registered personnel eight (8) years of general bridge construction experience, (4) years of which must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. Additionally, a minimum of one (1) year of experience as the Project Administrator in primary control of the type of CC2 construction project for which CEI services are being provided by this scope. As an exception, only one (1) year of PTS bridge experience will be required for registered project administrators and two (2) years of PTS bridge experience for non-registered project administrators. Post-tensioning experience is not required for precast prestressed concrete flat slab superstructures but successful completion of an FDOT accredited

grouting and post-tensioning course is required. To be in primary control, a Project Administrator must have supervised two or more inspectors as well as two or more support staff (Office Manager, Resident Compliance Specialist, and Secretary) and must have been directly responsible for all CEI services assigned.

CPTS years of experience must have included a minimum of twelve (12) months experience in each of the following areas: (1) casting yard operations and related surveying; (2) segment erection and related surveying, post-tensioning (PT) of tendons and grouting of prestressing steel.
CPTCB years of experience must include monitoring of the following: girder erection, safe use of girder erection cranes, stabilization of girders after erection, false work for temporary girder support, and PT and grouting operations.
PTS years of experience must include monitoring of the following: installation of PT ducts and related hardware and post-tensioning and grouting of strands or be the level of experience that meets the criteria for CPTS or CPTCB bridges.
MB years of experience must have been in MB mechanical and/or electrical construction.

Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

QUALIFICATIONS:
CTQP Final Estimates Level II

CERTIFICATIONS:
FDOT Advanced MOT

OTHER:
Attend CTQP Quality Control Manager Course and pass the examination.
Attend a FDOT accredited post-tensioning training course and pass the examination (for post-tensioned CC2 projects)
Attend a FDOT accredited grouting training course and pass the examination (for post-tensioned CC2 projects)
Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects)

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

CEI CONTRACT SUPPORT SPECIALIST - A High School diploma or equivalent and four (4) years of road & bridge construction engineering inspection (CEI) experience having performed/assisted in project related duties (i.e., Materials Acceptance and Certification (MAC) System, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering Degree. Should exercise independent judgment in planning work details and making technical decisions related to the office aspects of the project. Should be familiar with the Village's Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties. Shall become proficient in Trimble Business Center -

RFP ID (s): 2023-02

Heavy Construction Edition (HCE) or approved surface to surface comparison softwareand Engineering Menu.

QUALIFICATIONS:
CTQP Final Estimates Level II

CEI ASSOCIATE CONTRACT SUPPORT SPECIALIST - High school graduate or equivalent plus three (3) years of secretarial and/or clerical experience including two (2) years experience in construction office management having performed project related duties (i.e., Materials Acceptance and Certification (MAC) System, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.). Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Assists the Project Administrator in office related duties (i.e., CQR, progress, and final estimates, EEO compliance, Processing Construction Contract changes, etc.). Project specific work under the general supervision of the Senior Project Engineer and staff.

QUALIFICATIONS:
CTQP Final Estimates Level I

CEI SENIOR INSPECTOR/SENIOR ENGINEER INTERN – High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection with the exception of Complex Category 2 (CC2) bridge structures or a Civil Engineering degree and one (1) year of road & bridge CEI experience with the ability to earn additional required qualifications within one year. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.)

For CC2 bridge structures, be a high school graduate or equivalent and have five (5) years of general bridge construction experience of which two (2) years must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. As an exception, only one (1) year of PTS bridge experience will be required. Additionally, a minimum of twelve (12) months of experience as the Senior Inspector in primary control of the type CC2 construction project for which CEI services are being provided by this scope. To be in primary control, a Senior Inspector must have supervised two or more inspectors and must have been directly responsible for all inspection requirements related to the construction operations assigned.

CPTS years of experience must have included a minimum of twelve (12) months of inspection experience in one or both of the following depending on which area the inspector is being approved for: (1) casting yard inspection; (2) erection inspection. In addition, two (2) years of geometry-control surveying experience is required for inspectors that perform or monitor geometry control surveying in a casting yard.
CPTCB years of experience must include monitoring and inspection of the following: girder erection, safe use of girder erection cranes, girder stabilization after erection, false work for temporary girder support, and PT and grouting operations.
PTS years of experience must include monitoring of the following: installation of PT ducts and related hardware and post-tensioning and grouting of strands or be the level of experience that meets the criteria for CPTS or CPTCB bridges.

RFP ID (s): 2023-02

MB years of experience must have included the inspection of MB mechanical components for machinery inspectors and MB electrical components/systems for electrical inspectors.

Must have the following as required by the scope of work for the project:

QUALIFICATIONS:
CTQP Concrete Field Technician Level I
CTQP Concrete Field Inspector Level II (Bridges)
CTQP Asphalt Roadway Level I
CTQP Asphalt Roadway Level II
CTQP Earthwork Construction Inspection Level I
CTQP Earthwork Construction Inspection Level II
CTQP Pile Driving Inspection
CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)
CTQP Grouting Technician Level I
CTQP Post-Tensioning Technician Level I
IMSA Traffic Signal Inspector Level I
CTQP Final Estimates Level I

CERTIFICATIONS:
FDOT Intermediate MOT
Nuclear Radiation Safety
IMSA Traffic Signal Inspector Level I

OTHER:
Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects)

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

CEI INSPECTOR/ENGINEER INTERN - High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, or an Engineer Intern with a Civil Engineering degree (requires certificate) having the ability to earn the required qualifications and certifications within one year, plus demonstrated knowledge in the following:

Must have the following as required by the scope of work of the project:

QUALIFICATIONS:
CTQP Concrete Field Inspector Level I
CTQP Asphalt Roadway Level I
CTQP Earthwork Construction Inspection Level I
CTQP Pile Driving Inspection

RFP ID (s): 2023-02

CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)
IMSA Traffic Signal Inspector Level I
CTQP Final Estimates Level I

CERTIFICATIONS:
FDOT Intermediate MOT
Nuclear Radiation Safety
IMSA Traffic Signal Inspector Level I
Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

OTHER:
Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress.

CEI INSPECTORS AIDE - High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors. Must obtain FDOT Intermediate MOT within the first six months of the assignment.

CEI ASPHALT PLANT INSPECTOR- High School Graduate or equivalent plus one (1) years' experience in the surveillance and inspection of hot mix asphalt plant operations or 80 hours working under an approved and qualified asphalt plant inspector at the asphalt plant and have the following:

QUALIFICATIONS:
CTQP Asphalt Plant Level I
CTQP Asphalt Plant Level II

CEI GEOTECHNICAL ENGINEER for Category I Bridge Pile Foundations- Registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) plus four (4) years of experience as a Geotechnical Engineer in responsible charge of geotechnical work, including at least two Category I bridges with pile foundations. Experience performing. Analyzing and interpreting the results of: non-destructive testing of pile foundations, dynamic and static load testing, the Pile Driving Analyzer (PDA), CAPWAP and WEAP as appropriate.

CEI GEOTECHNICAL TECHNICIAN for Pile Foundations- Qualified CTQP Pile Driving Inspector, knowledgeable in pile installation in conjunction with dynamic load tests with a minimum of three (3) years of experience on at least two (2) Village bridge projects: for projects with Embedded Data Collectors (EDCs), certified EDC monitoring equipment operator.

CEI SENIOR LANDSCAPE INSPECTOR- High School Graduate or equivalent plus eight (8) years of roadway or commercial landscape construction experience, or a Bachelor degree in Horticulture, Urban Forestry, Landscape Architecture plus three (3) years of roadway or commercial landscape construction experience. The individual must be skilled at plant identification, classification, and grades and standards for nursery plants as established by the manual "Grades and Standards for Nursery Plants" by the Florida Village of Agriculture and Consumer Services. The individual must be knowledgeable of current Florida Village of Transportation methods for landscape and irrigation installation. The individual must have the ability to read and interpret contract documents. For standalone landscape projects, required certification and training includes FDOT Intermediate MOT, FDEP Stormwater Erosion and Sedimentation Control Inspector, and Florida Licensed Landscape Architect or Florida Nursery Growers and Landscape Association (FNGLA) Certified Landscape Contractor. Desired certification and training includes, International Society of Arboriculture (ISA) Certified Arborist, University of Florida Landscape Palm Management Training, and International Society of Arboriculture Advanced Pruning.

CEI LANDSCAPE INSPECTOR- High School Graduate or equivalent plus three (3) years of roadway or commercial landscape construction and/or maintenance experience, or Florida Nursery Growers and Landscape Association (FNGLA) Landscape Technician Certification; plus one (1) year of roadway or commercial landscape construction and/or maintenance experience, or a degree in a related field; plus one (1) year of roadway landscape construction and/or maintenance experience. The individual must be skilled at plant identification, classification, and grades and standards for nursery plants as established by the manual "Grades and Standards for Nursery Plants" by the Florida Village of Agriculture and Consumer Services. The individual must be knowledgeable of current Florida Village of Transportation methods for landscape and irrigation installation. The individual must have the ability to read and interpret contract documents. The individual will receive general supervision from the Senior Landscape Inspector who reviews work while in progress. For standalone landscape projects, required certification and training includes FDOT Intermediate MOT, and FDEP Stormwater Erosion and Sedimentation Control Inspector.

CEI COMMUNITY OUTREACH SPECIALIST- High School Graduate or equivalent and be knowledgeable in community outreach and/or advertising involving mass circulation or distribution of literature, mass advertising or other similar activities and performed such work for at least three (3) years.

CEI UTILITY COORDINATOR- High School Graduate or equivalent and be knowledgeable of Village's Standards, policies, procedures, and agreements and shall have a minimum of four (4) years of experience performing utility coordination in accordance with Village's Standards, policies, procedures and agreements.

10.3 Staffing:

Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the Village has received a regular acceptance letter.

Construction engineering and inspection forces will be required of the Consultant while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately.

In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

11.0 QUALITY ASSURANCE (QA) PROGRAM:

11.1 Quality Assurance Plan:

Within thirty (30) days after receiving award of an Agreement, furnish a QA Plan to the Construction Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the Village approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

A. Organization:

A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

B. Quality Assurance Reviews:

Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

C. Quality Assurance Records:

Outline the types of records which will be generated and maintained during the execution of the QA program.

D. Control of Subconsultants and Vendors:

Detail the methods used to control subconsultant and vendor quality.

E. Quality Assurance Certification:

An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, and Village procedures.

11.2 Quality Assurance Reviews:

Conduct semi-annual Quality Assurance Reviews to ensure compliance with the requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the Construction Project Manager in written form no later than one (1) month after the review.

On short duration CCEI projects (nine (9) months or less), the CCEI shall perform an initial QA review within the first two (2) months of the start of construction.

On asphalt projects, the CCEI shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CCEI staff.

11.3 Quality Records:

Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to the Village, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

12.0 CERTIFICATION OF FINAL ESTIMATES:

12.1 Final Estimate and As-Built Plans Submittal:

Prepare documentation and records in compliance with the Agreement, Statewide Quality Control (QC) Plan, or Consultant's approved QC Plan and the Village's Procedures as required by CPAM.

Submit the Final Estimate(s) and one (1) set of final "as-built plans" documenting the Contractor's work in accordance with CPAM.

Revisions to the Certified Final Estimate will be made at no additional cost to the Village.

12.2 Certification:

Consultant personnel preparing the Certified Final Estimate Package shall be CTQP Final Estimates Level II.

Duly authorized representative of the Consultant firm will provide a notarized certification on a form pursuant to Village's procedures.

12.3 Offer of Final Payment:

Prepare the Offer of Final Payment package as outlined in CPAM. The package shall accompany the Certified Final Estimates Package submitted to the District Final Estimates Office for review. The Consultant shall be responsible for forwarding the Offer of Final Payment Package to the Contractor.

13.0 AGREEMENT MANAGEMENT:

13.1 General:

(1) With each monthly invoice submittal, the Consultant will provide a Status Report for the Agreement. This report will provide an accounting of the additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant. The Consultant will provide a printout from the Equal Opportunity Reporting System showing the previous month's payments made to subconsultants. Invoices not including this required information may be rejected.

(2) When the Consultant identifies a condition that will require an amendment to the Agreement, the Consultant will communicate this need to the Construction Project Manager for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the Construction Project Manager for approval and further processing. The AR is to be submitted at such time to allow the Village 12 weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the Village.

(3) The Consultant is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to the Village.

14.0 OTHER SERVICES:

Upon written authorization by the District Construction Engineer or designee, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the Village to supplement the Consultant services under this Agreement.

A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.

B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.

C. Provide inspection services in addition to those provided for in this Agreement.

D. Provide services determined necessary for the successful completion and closure of the Construction Contract.

RFP ID (s): 2023-02

15.0 POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

16.0 CONTRADICTIONS:

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

17.0 THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

18.0 VILLAGE AUTHORITY

The Village shall be the final authority in considering modifications to the Construction Contract for time, money or any other consideration except matters agreed to by the Contractor through contract changes negotiated by the Consultant, as authorized in Section 9.1 herein.

HighSpans Estimated Staff Hours for CEI Services

Financial Project ID / FPN:	RFP 2023-02	Letting Date	
Description:	CEI Services for Sandy Lane Pedestrian Improvements	CEI Start Date	5/1/2024
		CEI End Date	3/1/2025
County:	Village of Estero	Construction Duration (days)	274
Project Type/Description:	Ped Bridge	Total Duration (days)	334
Date Submitted:	1/8/2024	Calendar Months	11

HighSpans ENGINEERING, INC.

												TOTAL			
CEI Preliminary Services (30)															
Construction															
CEI De-Mobilization (30)															
	1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**				
	2024								**2025**						
	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	**Staff Mos.**	**Staff Hours**	**Loaded Wage**	**Professional Fees**
Personnel Classifications	30	30	31	31	30	31	30	31	31	29	30				
CEI SPE	0.10	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.10	2.0	346	$251.18	$ 86,908.28
CEI PA/UTILITY COORDINATOR	0.3	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.3		4.5	779	$198.00	$ 154,143.00
CEI CSS	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.15		2.4	415	$127.87	$ 53,091.62
CEI Senior Inspector		1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	0.5		8.5	1,618	$97.29	$ 157,371.44
SUB - PIO Services	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12			1.1	187	$96.22	$ 17,977.21
SUB - Landscape Architect						0.13	0.13	0.13				0.4	67	$112.99	$ 7,623.10
Total	**0.7**	**2.1**	**2.1**	**2.1**	**2.1**	**2.2**	**2.2**	**2.2**	**2.1**	**1.1**	**1.4**	**20.2**	**3,412**		**$ 477,114.65**

HighSpans Engineering, Inc. Lab/Materials Testing Fees/Rates		
Item	**Unit**	**Rate**
101-Aggregate Carbonates & Organic Matter FM 5-514	Test	$156.82
103-Aggregate Shell Content of Coarse Aggregate FM 5-555	Test	$136.08
104-Aggregate Sieve Analysis of Fine & Coarse AASHTO T27	Test	$93.60
105-Aggregate Soundness AASHTO T104	Test	$393.12
106-Aggregate Specific Gravity/Absorption Coarse AASHTO T85	Test	$114.91
107-Aggregate Total Moisture Content by Drying AASHTO T255	Test	$53.23
108-Aggregate Unit Mass & Voids AASHTO T19	Test	$67.58
109-Aggregate Specific Gravity/Absorption Fine AASHTO T84	Test	$133.18
200-Asphalt Bulk Specific Gravity FM 1-T166	Test	$72.20
201-Asphalt Content FM 5-563	Test	$171.46
203-Asphalt Gradation & Content FM 1-T030 & FM 5- 563	Test	$257.04
204-Asphalt Gradation FM 1-T030	Test	$128.52
206-Asphalt Los Angeles (LA) Abrasion Coarse Agg FM 3-C535	Test	$420.24
207-Asphalt Los Angeles (LA) Abrasion Small Agg FM 1-T096	Test	$423.36
208-Asphalt Max Specific Gravity FM 1-T209	Test	$196.56
209-Asphalt Pavement Coring – 4in dia with Base Depth Check	Each	$212.74
210-Asphalt Pvmt. Coring – 4in dia without Base Depth Check	Each	$173.88
211-Asphalt Pavement Coring – 6in dia with Base Depth Check	Each	$233.35
212-Asphalt Pvmnt Coring – 6in dia without Base Depth Check	Each	$196.56
213-Asphalt Structural Panel (See Long Description)	Test	$680.40
300-Concrete Beam Flexural Testing ASTM C78	Test	$68.04
301-Concrete Compressive Strength of Grout\Mortar ASTM C109	Test	$42.34
302-Concrete Cylinder Curing, Capping & Breaking ASTM C39	Test	$43.96
303-Concrete Drilled Cores & Sawed Beams ASTM C42	Test	$71.82
304-Concrete Masonry Unit Sampling & Testing ASTM C140	Test	$161.39
305-Concrete Pavement Coring - 4in Dia	Each	$257.04
306-Concrete Pavement Coring - 6in Dia	Each	$302.40
307-Concrete Resistivity FM 5-578	Test	$211.68
421-Geo Dynamic Pile Testing/Pile Driving Analyzer*	Day	$1600.00
451-Geo Pile Integrity Testing*	Day	$231.60
523-Geo Vibration & Noise Monitoring	Day	$120.00
524-Geo Vibration Monitoring	Day	$120.00
602-Mobilization - Vibration Monitoring Equipment	Each	$302.40
603-Mobilization Asphalt Coring Equipment	Each	$453.60
606-Mobilization Concrete Coring	Each	$453.60
800-Soils Chloride Soil or Water FM 5-552	Test	$90.07
805-Soils Corrosion Series FM 5-550 through 5-553	Test	$280.55
810-Soils Limerock Bearing Ratio (LBR) FM 5-515	Test	$517.10
811-Soils Liquid Limit AASHTO T89	Test	$84.96
812-Soils Materials Finer than 200 Sieve FM 1-T011	Test	$63.36
813-Soils Maximum Density ASTM D4254	Test	$257.04
815-Soils Minimum Density ASTM D4253	Test	$257.04
817-Soils Moisture Content Laboratory AASHTO T265	Test	$22.68
818-Soils Moisture Content Microwave AASHTO D4643	Test	$25.70
819-Soils Organic Content Ignition FM 1 T-267	Test	$58.97

HighSpans Engineering, Inc. Lab/Materials Testing Fees/Rates		
Item	**Unit**	**Rate**
820-Soils Organic Content Wet Combustion AASHTO T194	Test	$90.72
821-Soils Particle Size Anlys AASHTO T88 (Incl. Hydrometer)	Test	$226.80
822-Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	Test	$93.74
823-Soils Permeability Constant Head AASHTO T215	Test	$405.17
824-Soils Permeability Falling Head FM 5-513	Test	$385.56
825-Soils pH Soil or Water FM 5-550	Test	$60.48
826-Soils Plastic Limit & Plasticity Index AASHTO T90	Test	$87.84
827-Soils Proctor Modified FM 1-T180	Test	$181.44
828-Soils Proctor Standard AASHTO T99	Test	$173.88
829-Soils Resistivity Soil or Water FM 5-551	Test	$71.06
830-Soils Shrinkage Factor AASHTO T92	Test	$119.92
831-Soils Specific Gravity AASHTO T100	Test	$108.86
832-Soils Split Tensile Strgth of Rock Cores ASTM D3967	Test	$166.32
833-Soils Sulfate Soil or Water FM 5-553	Test	$75.60
834-Soils Swell Potential ASTM D4546	Test	$217.12
835-Soils Triaxl Consl-Drain (CD) Per Point\Cell ASTM D7181	Test	$585.61
836-Soils Tri Cnsl-Undrn (CU) Pt\Cell AASHTO T297/ASTM D4767	Test	$578.48
837-Soil Tri Uncsl-Undrn (UU) Pt\Cell AASHTO T296/ASTM	Test	$485.12
838-Soils Unconfined Compression - Rock ASTM D7012, Method C	Test	$181.44
839-Soils Unconfined Compress - Soil AASHTO T208/ASTM D2166	Test	$214.10
MAT Asphalt Plant Inspector	Hour	$91.60
MAT CADD/Computer Technician	Hour	$117.78
MAT Chief Engineer	Hour	$294.44
MAT Engineer Intern	Hour	$107.96
MAT Engineering Technician	Hour	$85.06
MAT Inspector	Hour	$91.60
MAT Project Manager	Hour	$202.83
MAT Pre-Stress Inspector	Hour	$125.95
MAT Secretary/Clerical	Hour	$71.97
MAT Senior Asphalt Plant Inspector	Hour	$114.50
MAT Senior Engineer	Hour	$176.30
MAT Senior Engineering Technician	Hour	$124.32
MAT Senior Inspector	Hour	$109.60
MAT Technical Secretary	Hour	$142.31
MAT Technician Aid	Hour	$85.06
Office Manager/EEO/RCS	Hour	$71.97

OUT - OF POCKET EXPENSES (REIMBURSABLE)

CELLA MOLNAR & ASSOCIATES, INC.

Description of Project: Village of Estero Sandy Lane Pedestrian Improvements Project

Community Awareness Program

	Qty				
Newsletter(1)					
Kick-off Newsletter printing for property owners & site address - 11"x17" (color) double-sided	75	x	$2.25 each	=	$168.75
Postage for mailing newsletter/flyer to property owners and tenants	75	x	$0.63 each	=	$47.25
Construction materials					
Notices	150	x	$0.20 each	=	$30.00
Golf signs	4	x	$65.00 each	=	$260.00
Project contact cards (12"x18" double-sided color) (12 per page)	40	x	$2.25 each	=	$90.00
Allowable - Miscellaneous Expenses				=	$250.00
Total Expenses					$846.00

Attachment "B"
Compensation and Payments

PAYMENTS TO CONTRACTOR SHALL BE AS FOLLOWS:

CEI PROFESSIONAL SERVICES..... $477,114.65
GEOTECH TESTING (PDA @ $1,600/DAY – 5 DAYS)..... $9,600.00
MATERIALS TESTING (LAB) FEES..... $3,000.00
REIMBURSABLE EXPENSES..... $846.00

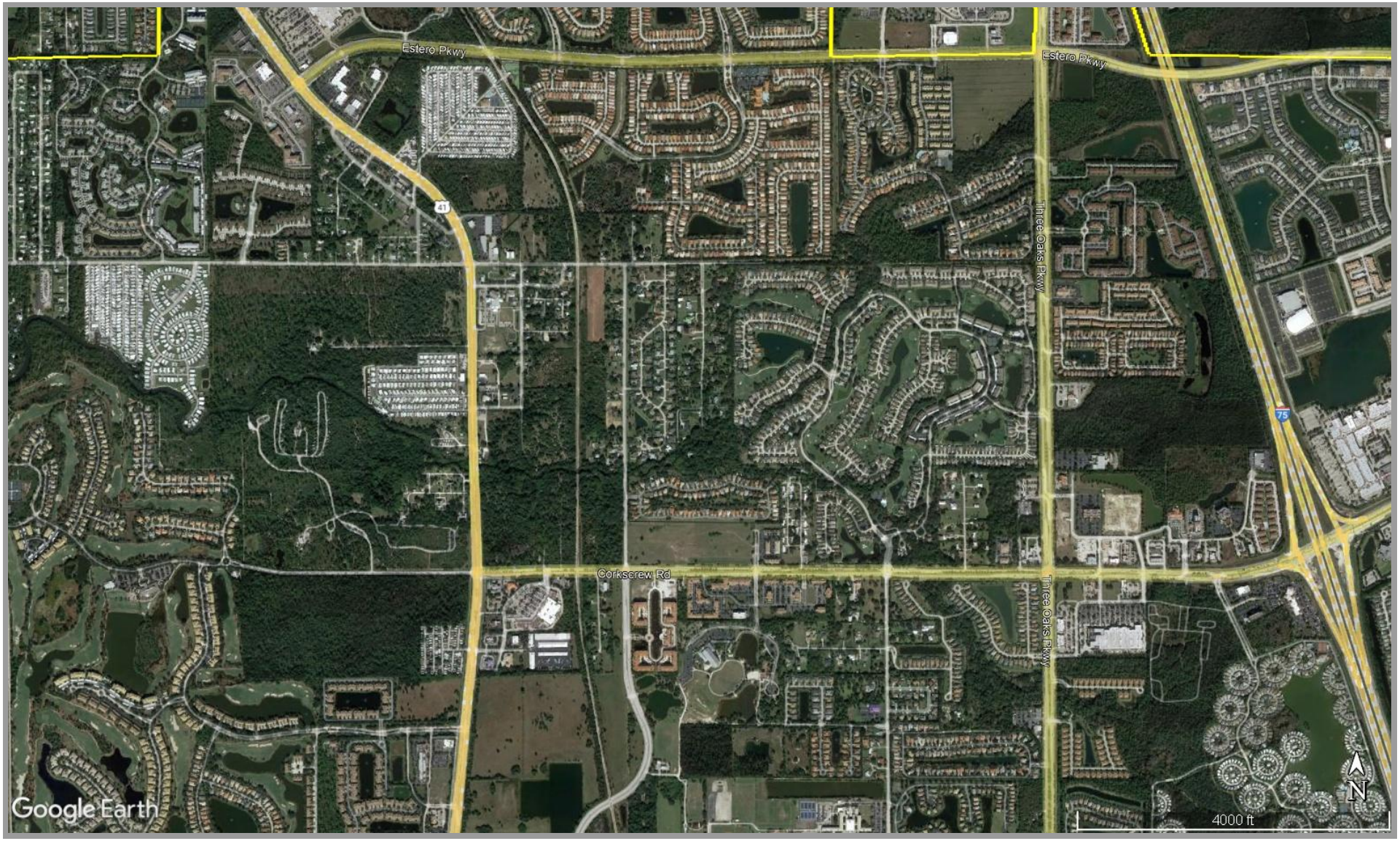
TOTAL FEE (NOT TO EXCEED)..... $490,560.65

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. Contractor 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 so as to allow the Village to adequately evaluate invoices for payment.

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.


Estero Pkwy
Estero Pkwy
41
Three Oaks Pkwy
75
Corkscrew Rd
Three Oaks Pkwy
Google Earth
4000 ft
N

CN No.: CN 2023-01

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.:_____

Project Name: CEI Services for Sandy Lane Bicycle & Pedestrian Improvements

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 Michelle L. Buchholz, SVP & CFO

Company Name: HighSpans Engineering, Inc.

Date: January 16, 2024

CN No.: CN 2023-01

NAMES & ADDRESSES OF OWNERS

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

Vincent A. Zaliauskas, 2121 McGregor Blvd., Suite 200, Fort Myers, FL 33901

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
January 24, 2024

Agenda Item:

Resolution No. 2024-02 Reimbursement Resolution

Motion to Adopt Resolution No. 2024-02

Background:

The Village has engaged Public Advisory Group, Inc. (PRAG) to serve as the Village's independent registered municipal advisor to assist the Village in developing and implementing a financing plan for the Village's immediate and future capital projects. These projects will be funded through a variety of sources. In conjunction with Village staff, PRAG is still in the process of developing the financing plan.

A common option for local governments to fund capital projects is to issue tax-exempt bonds. A bond is a debt security issued by a government to support spending. Local governments receive direct and indirect tax benefits under the Internal Revenue Code. One of these benefits is the ability to issue tax-exempt bonds where the interest earned by the bondholder is exempt from federal income taxation. Because interest paid to bondholders is not includable in their gross income for federal tax purposes, bondholders are willing to accept a lower interest rate.

To preserve the Village's ability to issue debt on upcoming projects which may be initially funded with cash, the Internal Revenue Service requires a government to take affirmative action to indicate its intention to fund specified projects with tax-exempt debt. The Village must pass a Reimbursement Resolution to signify its intent. This action does not require or commit the Village to issue any debt. It simply preserves the Village's ability to reimburse the Village from proceeds of any subsequently issued debt for any of its own funds it uses for the project prior to the debt issuance. The Village council would be required to approve any subsequent debt issuance.

To assist with drafting the Reimbursement Resolution and for future legal advice regarding debt issuance, the Village has engaged Nabors, Giblin & Nickerson, P.A. to act as bond counsel.

Description:

The Reimbursement Resolution under consideration covers a variety of capital improvements in the Village's capital improvement plan, as noted in Exhibit A to the resolution. The resolution would allow the Village to issue up to $80 million in debt even if the projects were previously funded with cash. As noted above, there is no requirement nor commitment to issue this debt by adoption of this resolution.

The Reimbursement Resolution would also allow the Village to fund capital projects with cash as costs are incurred and then potentially issue larger, more cost-efficient debt instruments rather than several smaller financings.

Action Requested:

Motion to Adopt Resolution No. 2024-02

Process and Timeline:

After adoption, the Village has three years from when funds are spent to issue debt.

Financial Impact:

This resolution only preserves the ability to issue debt. There is no commitment nor requirement.

Prepared by: Kevin Greenville, CPA

Attachments:

1. Resolution No. 2024-02
2. Memorandum from PRAG

RESOLUTION NO. 2024 -02

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA REGARDING REIMBURSEMENT OF CERTAIN COSTS RELATING TO THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN STORMWATER UTILITY IMPROVEMENTS, PARK AND REDEVELOPMENT IMPROVEMENTS, SEWER UTILITY SYSTEM IMPROVEMENTS AND/OR TRANSPORTATION RELATED IMPROVEMENTS WITHIN THE VILLAGE; MAKING RELATED FINDINGS; PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Estero, Florida has incurred and/or will incur various costs in relation to the acquisition, construction and equipping of certain stormwater utility capital improvements, park and redevelopment capital improvements, sewer utility system capital improvements and/or transportation-related capital improvements within the Village, as generally described in **Exhibit A** hereto and as more particularly described in the plans and specifications on file with the Village (the "Improvements"); and

WHEREAS, the Village has determined it is in its best interest to reimburse such costs from proceeds of tax-exempt debt; and

WHEREAS, the United States Department of Treasury has issued various regulations in regard to reimbursement of governmental costs through the issuance of tax-exempt debt; and

WHEREAS, it is the intent of the Village that the purpose of this Resolution is to meet the requirements of United States Treasury Regulations Section 1.150-2 and to be a declaration of official intent under such Section; and

WHEREAS, the Village Council of the Village of Estero finds that it is in the best interest of the Village to adopt this Resolution.

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

Section 1. It is the intent of the Village to reimburse various costs and expenditures relating to the acquisition, construction and equipping of the Improvements. The Village has paid for, and/or reasonably anticipates that it will pay for, such costs and expenditures from moneys on deposit in the Village's General Fund, Building Fee Fund and/or Driving Range Fund. It is reasonably expected that reimbursement of such costs and expenditures shall come from the issuance of tax-exempt debt which is not expected to exceed $80,000,000 aggregate principal amount. It is currently the intention of the Village to principally secure such tax-exempt debt from a covenant of the Village to budget and appropriate sufficient legally available non-ad valorem revenues of the Village and/or by a pledge of and lien upon one or more legally available non-ad valorem revenues of the Village and/or by a pledge of and lien on the revenues of the specific enterprise fund(s) for which certain of the Improvements are being made. The expenditures to be

reimbursed shall be consistent with the Village's budgetary and financial policy as being the type of expenditures which shall be paid on a long-term basis.

Section 2. The Village shall comply with all applicable law in regard to the public availability of records of official acts by public entities such as the Village, including making this Resolution available for public inspection.

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

DULY ADOPTED with a quorum present and voting this 24th day of January, 2024.

_____
Jon McLain, Mayor

Attest:

_____
Carol Sacco, Village Clerk

EXHIBIT A

GENERAL DESCRIPTION OF IMPROVEMENTS

- Acquisition of approximately 72 acres of real property for stormwater and/or park and redevelopment purposes
- Utility expansion projects for the sewer utility system that are within the Village's current capital improvement plan
- Various transportation capital improvements that are within the Village's current capital improvement plan, including but not limited to, road widening, pedestrian and biking paths, landscaping and signage

PRAG

150 SECOND AVENUE NORTH, SUITE 400
ST. PETERSBURG, FLORIDA 33701
TEL: (727) 822-3339 | FAX: (727) 822-3502

PUBLIC RESOURCES ADVISORY GROUP

MEMORANDUM TO: Steven Sarkozy, Village Manager, Village of Estero

FROM: Public Resources Advisory Group, Inc.

SUBJECT: Reimbursement Resolution

DATE: January 17, 2024

Background

The Village has engaged Public Resources Advisory Group, Inc. ("PRAG") to serve as the Village's independent registered municipal advisor to assist the Village in developing and implementing a financing plan for the Village's Capital Improvement Plan ("CIP").

Capital Improvement Plan

The Village expects to fund its CIP with a combination of grants, residential assessments, ARPA funds, cash on hand and debt. As the feasibility, costs, and timing of the various components of the CIP are unknown at this point, we are still in the process of developing the final financing plan. In addition to the project needs, the financing plan for the CIP will also need to incorporate the appropriate level of cash reserves for the Village. PRAG is currently reviewing the Village's financial position to estimate the likely credit rating of the Village under a variety of reserve levels.

Reimbursement Resolution

Generally, local governments can borrow for governmental capital projects on a tax-exempt basis. Conversely, local governments generally cannot borrow for operations or to build reserves. If, however, a governmental entity takes affirmative action to indicate its intention to fund specified projects with tax-exempt debt it can pay for the project with cash and later issue debt within a specified timeframe to reimburse itself with debt proceeds.

Under current tax law, the Village must pass a "Reimbursement Resolution" to signify its intent. The Reimbursement Resolution under consideration covers all of the types of improvements in the CIP and would allow the Village to issue up to $80 million in debt to fund the capital projects even if the Village had previously funded any of the projects with cash. Under current tax law the Village would have up to three years from when funds are spent to issue debt to reimburse itself.

Recommendation

We recommend that the Village approve the Reimbursement Resolution to preserve its ability to reimburse itself for cash used any item on its CIP for future flexibility. There is no requirement that the Village actually issue debt in the future. The Reimbursement Resolution would also allow the Village to fund capital projects with cash as costs are incurred and then potentially issue larger, more cost-efficient debt instruments rather than several smaller financings.

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
January 24, 2024

Agenda Item:

Approval of agreement between the Village and the School Board of Lee County for the acquisition of a parcel of land along Three Oaks Parkway in Estero.

Motion to approve Agreement of Purchase and Sale Agreement for the purchase of 20897 Three Oaks Parkway.

Background:

As is more fully described below, the Village's desire to acquire this parcel is to provide for long-term stormwater management improvements in the Village through the use of the parcel as a regional stormwater retention area, relieving surrounding areas of the flooding conditions they currently experience.

The Village of Estero is situated in Lee County, Florida, within the Estero River North Branch, Estero River South Branch, and Halfway Creek watersheds. One of the Villages' primary areas of concern for flood mitigation projects is an area affected by both the Estero River North Branch and South Branch, located along Corkscrew Road and Three Oaks Parkway. This area frequently experiences prolonged flooding, impacting residential neighborhoods and major roadways for periods ranging from several days to over a week.

In August and September of 2017, the Village of Estero encountered approximately 20 inches of rainfall over a 20-day span, primarily due to two major weather events, Invest 92L and Hurricane Irma. Following Invest 92L, local residential and major roads in Estero remained underwater for several days. The same situation occurred again after Hurricane Irma. These flood conditions made it difficult for residents to leave their communities, obstructed access to local businesses, and forced commuters to seek alternative routes. While there are no documented cases of floodwaters entering habitable structures, many residents were deeply concerned because water levels came within inches of their garages and doorways.

Improvement Focus Areas and Storm Analysis

The Estero River and its north and south branches are primarily natural waterways, with only a few sections that have been altered or channelized. The four (4) major roads within the VOE are US-41, Corkscrew Road, Estero Parkway and Three Oaks Parkway. There is also an I-75 interchange at Corkscrew Road. I-75 and Estero Parkway have a bridge crossing over the Estero River North Branch. The Estero River North Branch crosses under Three Oaks Parkway through a set of concrete box culverts and traverses in a southwesterly direction through several residential communities before reaching a junction with the south and main branches of the River.

Three Oaks Parkway Area

The 1.25-mile-long section of Three Oaks Parkway between Corkscrew Road and Estero Parkway
experiences occasional, prolonged flooding that lasts several days to a week and longer. The Three Oaks Parkway drainage system is a combination of a closed-drainage and open-drainage system. Curb inlets collect runoff from the road and convey it to open roadside ditches. The headwater of the Estero River North Branch is located east of Three Oaks Parkway. Stormwater accumulates along the east (upstream) side of Three Oaks Parkway, causing the upstream floodwaters to enter the roadway until the headwaters recede. Under typical conditions, the northern portion of this section of Three Oaks Parkway drains to the Estero River North Branch, and the southern portion ultimately drains to the Estero River South Branch, via a roadside ditch along the north side of Corkscrew Road.

Residential Communities Impacted

Several residential communities, including the Villages at Country Creek, Rookery Pointe, Villagio, and Copper Oaks are located along the Estero River North Branch in the vicinity of Three Oaks Parkway. These communities also experience occasional flooding due to heavy rainfall events. Similar to the flooding of Three Oaks Parkway, the flooding lasts several days or longer within these communities. The Villages at Country Creek is located downstream of Three Oaks Parkway. During and after large storm events, the conveyance capacity of the Estero River North Branch within the community is exceeded, causing their stormwater management system to experience high water stages and their roads to be inundated. Reducing the flow amounts reaching Three Oaks Parkway along with controlling the timing of flows would reduce the risk of prolonged flooding within the roadway and adjacent residential communities.

Corkscrew Road

Corkscrew Road, a significant road in Lee County and the Village of Estero, faces daily traffic congestion. Starting from its interchange with I-75, the north side of Corkscrew

Road features a major drainage ditch/culvert system that carries water from the east side of I-75 to the west until it meets the South Branch of the Estero River. On the east side of I-75, this ditch system runs north along the interstate ramp, passing under it through two 10' x 7' box culverts to reach the west side of the interstate. There, it heads south and joins the north side of Corkscrew Road. This northern Corkscrew Road ditch, being an "open" system, occupies about 40-50 feet of right-of-way space. Reducing the flow into this northern ditch would free up space and potentially enhance the roadway's capacity for additional travel lanes.

Flood Mitigation Improvements- Regional Pond Parcel

The observed flooding in the Estero River North Branch area is the result of several factors. The river's capacity is higher than downstream, causing stormwater to accumulate between Three Oaks Parkway and I-75. Although box culverts limit the river's capacity at Three Oaks Parkway, the downstream portion still receives excessive stormwater, impacting residents. As part of the focused analysis to mitigate the flooding occurrences, a proposed “regional pond” site was evaluated to determine benefits and impacts to the area.

Regional Pond Site & Control Structures

The parcel evaluated for a regional pond is located at 20897 Three Oaks Parkway (Folio ID# 10272614), which is approximately 1,550 feet northeast from the intersection of Three Oaks Parkway and Corkscrew Road. The parcel is approximately 69 acres in size and is currently vacant, unimproved land. The proposed enhancements involve establishing two (2) ponds within the parcel. Each pond will serve as mitigation for distinct areas and hydrologic conditions within the North Branch watershed. By implementing this dual pond approach, the Village can effectively address flooding concerns in specific areas without causing adverse effects on neighboring properties.

There would be other ancillary infrastructure to be developed related to this project, including development of a weir, box culverts and intake structures. However, acquisition of the parcel is the first step toward developing more detailed plans and funding options.

Project Benefits

The proposed improvements discussed above were simulated using industry standard engineering software and the results were compared against the Existing Conditions model scenario. The proposed improvements associated with the Regional Pond site provide the following benefits:

- Decrease the peak flood stages within the residential communities adjacent to the Regional Pond parcel and Three Oaks Parkway;
- Decrease the peak flood stages within Three Oaks Parkway corridor;
- Substantially reducing the duration of hazardous road flooding;
- Increase the community's resiliency to better withstand and safely recover quicker from future storm events such as the back-to-back Invest 92L-Hurricane Irma events that occurred in August and September of 2017;
- Increased opportunity for water quality treatment of flows within the regional pond prior to reaching Estero River and Estero Bay; and
- Provide reduced flow-carrying demand for the Corkscrew Road ditch system, providing opportunities for addressing roadway capacity and safety for motorists and pedestrians.

In conclusion, the parcel to be acquired for the future development of a regional pond site is well-suited in terms of size and location to deliver substantial advantages to the Village and its residents and businesses. These benefits include enhanced flood mitigation, increased water quality treatment, and opportunities for improving a key roadway that serves the area. The comprehensive hydrologic and hydraulic analysis of a past storm events by the Village's Engineer demonstrated tangible reductions in peak flood levels and durations when the proposed enhancements contemplated above were put into practice.

Action Requested:

Motion to approve Agreement of Purchase and Sale Agreement for the purchase of 20897 Three Oaks Parkway.

Process and Timeline:

Once approved by the Parties' respective governing boards, the Parties would close on the transaction shortly thereafter.

Financial Impact:

The purchase price is $15 million.

Prepared by: Robert Eschenfelder, Village Attorney

Attachments:

1. Agreement of Purchase and Sale

2. PRAG Memo

AGREEMENT OF PURCHASE AND SALE

THE SCHOOL BOARD OF LEE COUNTY, FLORIDA

SELLER

AND

PURCHASER

VILLAGE OF ESTERO

AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property (the "**Contract**") is made and entered into as of the "**Effective Date**" (as such term is hereafter defined), by and between THE SCHOOL BOARD OF LEE COUNTY, FLORIDA ("**Seller**") and the VILLAGE OF ESTERO, a Florida municipal corporation ("**Purchaser**").

In consideration of the mutual agreements herein set forth, the parties hereto agree as follows:

1. Definitions. The following terms when used in this Contract shall have the following meanings:

1.1 Acceptance Date. If this offer is not accepted by all Parties, excluding Escrow Agent, on or before _____, 2023 this offer shall be deemed null and void.

1.2 Business Day. Any day that national banks in Lee County, Florida are open for business, excluding Saturdays and Sundays.

1.3 Cash to Close. The Purchase Price, plus all of Purchaser's closing costs and the adjustments set forth herein, less the Deposit.

1.4 Closing. The delivery of the Deed to Purchaser concurrently with the delivery of the Purchase Price to Seller.

1.5 Closing Date. The date of the Closing shall be on or before January 31, 2024.

1.6 Initial Deposit. The Deposit shall be Twenty-Five Thousand Dollars ($25,000.00), which Purchaser shall deposit with the Escrow Agent within five (5) business days of the mutual execution of the Contract.

1.7 Second Deposit. Intentionally omitted.

1.8 Effective Date. Shall be the date the last of Purchaser and Seller executes the Contract (exclusive of Seller's ratification of the Contract as provided in Paragraph 21).

1.9 Escrow Agent. The Escrow Agent is Pavese Law Firm, 1833 Hendry Street, Fort Myers, Florida 33901; Attention: Michael P. Lehnert (michaellehnert@paveselawfirm.com; 239-336-6280).

1.10 Due Diligence Period. None.

1.11 Property. That certain real property located in Lee County, Florida located at 20897 Three Oaks Parkway, Estero, Florida 33928, known as Strap Number: 26-46-25-E4-U2186.2435 and as described on Exhibit "A" attached hereto and depicted on Exhibit "B" attached hereto. The Property shall include, without limitation, all of the following to the extent owned or possessed by Seller and transferable by Seller to Purchaser at no cost to Seller: tenements, hereditaments, rights, privileges, interests, easements, water and water rights, wells, well rights and permits, mineral rights, rights of way, roadways, and appurtenances now or hereafter belonging or in any way pertaining to such real estate.

1.12 Property Records. Originals or copies of the following documents relating to the Property (if in existence and in the possession of Seller): existing title insurance policy; site plans; environmental reports and studies (including, but not limited to a Phase I); geotechnical

reports; engineering reports; surveys; and other documents or information the Seller has in its possession in order to assist Purchaser with its review of the Property.

1.13 Sellers's Address.

Office of Superintendent
Attn: Superintendent of Schools
2855 Colonial Boulevard
Fort Myers, FL 33966
With Copy to:
Office of Legal Services
Attn: School Board Attorney
and General Counsel
2855 Colonial Boulevard
Fort Myers, FL 33966
Email: KathyD@LeeSchools.net
Telephone (239) 335-8512

1.14 Seller's Attorney.

Michael P. Lehnert, Esq.
Paves Law Firm
1833 Hendry Street.
Fort Myers, FL 33902
Email: Michaellehnert@paveselaw.com
Telephone (239) 336-6280

1.15 Purchase Price. The sum of Fifteen Million and no/100 Dollars ($15,000,000.00).

1.16 Purchaser's Address.

The Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928
Attn: Village Manager
Email: sarkozy@estero-fl.gov
Telephone (239) 221-5035

1.17 Purchaser's Attorney.

Estero Village Attorney
9401 Corkscrew Palms Circle
Estero, FL 33928
Attn: Robert Eschenfelder, Esq.
Email: rob@cityattorneys.legal
Telephone (239) 221-5035

1.18 Title Commitment. An ALTA Title Insurance Commitment issued by the Title Company agreeing to issue the Title Policy to Purchaser upon satisfaction of the Purchaser's obligations pursuant to this Contract and the Title Commitment.

1.19 Title Company. Title Company will be Pavese Law Firm, 1833 Hendry Street, Fort Myers, Florida 33901; Attention: Michael P. Lehnert (michaellehnert@paveselawfirm.com; 239-336-6280).

1.20 Title Policy. An ALTA Owner's Title Insurance Policy in the amount of the Purchase Price, issued by the Title Company, insuring Purchaser's title to the Property subject only to the Permitted Exceptions as defined in Section 5.3.

2. Purchase and Sale. Seller agrees to sell and convey the Property to Purchaser and Purchaser agrees to purchase and acquire the Property from Seller on the terms and conditions hereinafter, set forth.

3. Purchase Price. The Purchase Price shall be paid as follows:

3.1 Deposits. The Initial Deposit and Second Deposit, as defined in Section 1 above, if any, may be collectively referred to herein as the "**Deposits**". The Deposits shall be made to Escrow Agent in accordance with Section 1 above.

3.2 Cash to Close. At Closing, Purchaser shall pay the Cash to Close and Escrow Agent shall disburse the Deposits in accordance with the closing procedure hereinafter set forth.

4. Delivery of Seller's Property Records. Seller shall deliver a copy of all Property Records to Purchaser within five (5) business days from the Effective Date.

5. Evidence of Title.

5.1 Marketable Title. Seller shall convey to Purchaser fee simple title to the Property, subject only to the title exceptions listed in the Title Commitment. For purposes of this Contract, the "**Permitted Exceptions**" shall mean all matters disclosed in the Title Commitment but excluding all mortgages, deeds of trust, deeds to secure debt, mechanics' or materialmen's liens, judgment liens, or similar monetary liens encumbering the Property arising from the actions of Seller.

5.2 Delivery of Title Commitment. Within ten (10) business days following the Effective Date, the Title Company shall deliver to Seller and to Purchaser or Purchaser's Attorney the Title Commitment, together with a copy of each instrument shown as an exception.

6. Procurement of a Survey. Purchaser may procure a new survey of the Property prepared by a land surveyor registered and licensed in the State of Florida (the "**Survey**") and meeting the minimum technical standards as required by the American Land Title Association and the Florida Administrative Code and certified to Seller, Purchaser, Purchaser's lender and the Title Company.

7. Seller's Representations and Warranties. To induce Purchaser to enter this Contract and to purchase the Property, Seller makes the following representations and warranties, each of which is material and is being relied upon by Purchaser, and all of which are made only to the extent of Seller's actual knowledge, without investigation or inquiry:

(a) To Seller's knowledge, there is no pending or threatened litigation, administrative action or claim relating to the Property, or to the ownership, use or operation thereof.

(b) To Seller's knowledge, Seller is not (and neither the execution, delivery, nor performance of this Contract or of the documents, instruments and agreements provided for herein will result) in breach of or default under any document, instrument, order, or agreement to which Seller is a party or by which the Seller or the Property is bound.

(c) All amounts due and owing for the furnishing of labor, equipment and/or materials to or for Seller have been, or prior to Closing will be, fully paid.

(d) No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other similar proceedings are pending Seller, nor are any of such proceedings contemplated by Seller.

(e) Subject to Seller's ratification of the Contract as provided in Paragraph 21 hereof, Seller has the right, power, capability and authority to execute, deliver, and perform this Contract without obtaining any consents or approvals from, or the taking of any other actions with respect to, any third-parties, and this Contract, when executed and delivered by Seller and Purchaser, will constitute a legal, valid and binding agreement of Seller.

8. Purchaser's Representations and Warranties. The execution and delivery of this Contract by Purchaser and the consummation by Purchaser of the transaction hereby contemplated are within Purchaser's capacity and all requisite action has been or will have been taken to make this Contract valid and binding on Purchaser in accordance with its terms.

9. Closing. Subject to all the provisions of this Contract, Purchaser and Seller shall close this transaction on the Closing Date. The Closing shall take place through escrow with the Title Company acting as escrow agent and in a manner mutually agreed to by Seller and Purchaser. Physical attendance at Closing is not required.

10. Seller's Closing Documents. At Closing, Seller shall execute and deliver certain documents (the "**Seller's Closing Documents**"), at Seller's expense, as follows:

(a) A Special Warranty Deed, conveying to Purchaser title in fee simple to the Property subject to (i) general real estate taxes for the year of Closing and subsequent years not yet due and payable, (ii) all governmental laws, ordinances, rules and regulations, and (iii) the Permitted Exceptions. If requested by Purchaser, Seller shall deliver to Purchaser a quitclaim (non-warranty) deed for the Property in form and substance reasonably satisfactory to Purchaser for any legal descriptions shown on the Survey.

(b) Such documents as reasonably required by the Title Company in order for the Title Company to deliver the Title Policy to Purchaser, in the amount of the Purchase Price, dated as of the Closing Date, showing fee simple title to the Property vested in Purchaser subject to the matters stated above.

(c) A closing affidavit from Seller in form customary in Lee County, Florida, reasonably sufficient to enable the Title Company to delete the standard exceptions from the Title Policy (understanding a new survey is necessary for deletion of the standard survey exception), attesting, without limitation, that to Seller's knowledge (i) no individual or entity has any claim against the Property under the applicable construction lien law; (ii) except for Seller, no individual or entity is either in possession of the Property or has a possessory interest or claim in the Property; and (iii) no improvements to the Property have been made by Seller for which payment has not been made within the immediately preceding ninety (90) days. The affidavit shall include language sufficient to enable the Title Company to insure the "gap", i.e., delete as an exception to the Title Commitment any matters appearing between the effective date of the Title Commitment and the effective date of the Title Policy. The affidavit shall also include the certification of non-foreign status required under Section 1445 of the Internal Revenue Code to avoid the withholding of income tax by the Purchaser.

(d) A Closing Statement setting forth the Purchase Price, Deposits and all credits, adjustments and prorations between Purchaser and Seller, and the net Cash to Close due Seller.

(e) Such documents the Title Company may reasonably request evidencing Seller's power and authority of Seller to enter and execute this Contract and to consummate the transaction herein contemplated, and to allow the Title Company to issue the Title Policy.

11. Purchaser's Closing Documents. At Closing, Purchaser shall execute and deliver certain documents (the "**Purchaser's Closing Documents**"), at Purchaser's expense, as follows:

(a) A Closing Statement setting forth the Purchase Price, Deposits and all credits, adjustments and prorations between Purchaser and Seller, and the net Cash to Close due Seller.

(b) Such documents the Title Company may reasonably request evidencing Purchaser's power and authority to enter into and execute this Contract and to consummate the transaction herein contemplated, and to allow the Title Company to issue the Title Policy.

(c) Any other documentation reasonably required by the Title Company to consummate the transaction described herein and to cause the Title Policy to be issued and delivered to the Purchaser.

12. Closing Procedure. The Closing shall proceed in the following manner:

12.1 Pre-Closing Delivery of Documents. Title Company shall deliver to Seller and Purchaser copies of the proposed Purchaser's Closing Documents and Seller's Closing Documents not less than five (5) Business Days prior to the Closing Date.

12.2 Transfer of Funds. Purchaser shall pay the Cash to Close to the Escrow Agent by wire transfer to Escrow Agent's trust account.

12.3 Delivery of Documents. Purchaser shall deliver to the Escrow Agent the Purchaser's Closing Documents and Seller shall deliver to the Escrow Agent the Seller's Closing Documents.

12.4 Disbursement of Funds and Documents. Once the Title Company has "insured the gap", i.e., endorsed the Title Commitment to delete the exception for matters appearing between the effective date of the Title Commitment and the effective date of the Title Policy, then, and provided all other obligations to close have been performed and each of Purchaser and Seller issue written authorization (which may be by email) to Escrow Agent to proceed to Closing, Escrow Agent shall deliver the Deposits, the Cash to Close and the Purchaser's Closing Documents to Seller and the Seller's Closing Documents to Purchaser.

12.5 Post-Closing Cooperation. In the event any regulatory permit or license transferred as part of the Property cannot be transferred solely by Purchaser's demonstration of ownership, Seller agrees to reasonably work cooperatively with Purchaser and any regulatory agency to ensure such permits or licenses are successfully transferred to Purchaser subsequent to Closing.

13. Prorations and Closing Costs.

13.1 Prorations. Except as otherwise provided herein, certain items shall be prorated and adjusted between Seller and Purchaser as of the midnight preceding the Closing as set forth herein.

13.2 Taxes. Seller is exempt from the payment of ad valorem real estate taxes, so only non-ad valorem assessments will be prorated as of the Closing. Prorations will be made based on the tax bill for the current year. If the current year's tax bill is not available, prorations shall be based on the amount for the preceding year, with the full discount taken.

13.3 Pending and Certified Liens. Certified liens levied by any governmental authority shall be paid by the Seller at Closing, and Seller or Purchaser may use all or any portion of the Cash to Close to pay off or satisfy such liens concurrently with Closing.

13.4 Seller's Closing Costs. Seller shall pay for certain items prior to or at the time of Closing (the "**Seller's Closing Costs**") as follows:

(a) Recording of any corrective title instruments and/or title clearing instruments;
(b) Title search;
(c) Title Policy Premium based upon the minimum promulgated rate as determined by the Florida Department of Insurance;
(d) All of Title Company fees, costs, and charges;
(e) Recording of the Deed;
(f) Documentary Stamps to be affixed to Deed;
(g) Brokerage Commission to TCG as set forth in Paragraph 17 hereof; and
(h) Seller's Attorney's and consultants' fees and costs.

13.5 Purchaser's Closing Costs. Purchaser shall pay for certain items prior to or at the time of Closing (the "**Purchaser's Closing Costs**"), as follows:

(a) All property inspections obtained by Purchaser;
(b) All of Purchaser's costs and expenses related to financing, if any; and
(c) Purchaser's Attorney's and consultants' fees and costs.

14. [Reserved.]

15. [Reserved.]

16. Default.

16.1 Purchaser's Default. In the event that this transaction fails to close due to a default on the part of Purchaser, as Seller's sole remedy, the Deposits shall be paid to Seller as agreed upon liquidated damages and thereafter, except as otherwise specifically set forth in this Contract, neither Purchaser nor Seller shall have any further rights or obligations under this Contract. Purchaser and Seller acknowledge that if Purchaser defaults, Seller will suffer damages in an amount which cannot be ascertained with reasonable certainty on the Effective Date, and that the Deposits to be paid to Seller most closely approximates the amount necessary to compensate Seller in the event of such default. Purchaser and Seller agree that this is a bona fide liquidated damages provision and not a penalty or forfeiture provision. In the alternative, Seller may elect to pursue specific performance. In the event Seller desires to seek specific performance, within ninety (90) days of Purchaser's default, Seller must file an action for specific performance in a court with competent jurisdiction. Seller's failure to file such a lawsuit within the foregoing ninety (90) day period shall be deemed a waiver of Seller's right to pursue specific performance and Seller's election to retain the liquidated damages.

16.2 Seller's Default. In the event that this transaction fails to close due to a default on the part of Seller, Purchaser shall, as its sole remedy, have the right to either (i) terminate the Contract and receive back the Deposit(s), or (ii) seek specific performance of Seller's obligations hereunder, with the Deposit(s) remaining in escrow pending the outcome of such proceedings. In the event Purchaser desires to seek specific performance, within ninety (90) days of Seller's default, Purchaser must file an action for specific performance in a court with competent jurisdiction. Purchaser's failure to file such a lawsuit within the foregoing ninety (90) day period shall be deemed a waiver of Purchaser's right to pursue specific performance and Purchaser's election to receive a return of the Deposit(s).

16.3 Notice and Cure Period. In the event of a default, or a breach of warranty or other representation contained in this Contract (other than a failure by Seller or Purchaser to close this transaction timely) and prior to the exercise of the rights provided in this Contract to either party, the defaulting party shall be entitled to written notice of the specific default or breach and to ten (10) days after the receipt of that written notice in which to cure said default or breach. If such default or breach is not corrected within that period, then an event of default shall have occurred and the parties shall be entitled to the rights and remedies set forth in Paragraphs 16.1 or 16.2, as applicable.

17. Brokerage Commission. Purchaser and Seller each represent and warrant to the other that no broker or finder has been engaged by Purchaser or Seller with respect to this transaction, except for Dan O'Berski of Trinity Commercial Group, Inc. (TCG). At Closing, Seller shall be solely responsible for paying a commission on this transaction to Dan O'Berski of Trinity Commercial Group, Inc. (TCG), in an amount equal to four percent (4%) of the Purchase Price (the "**Brokerage Commission**"). Except for the preceding item, Seller (to the extent allowable pursuant to Florida Statutes Section 768.28) and Purchaser (to the extent allowable pursuant to Florida Statutes Section 768.28) agree to indemnify and hold each other harmless from any and all claims for any other brokerage fees or similar commissions asserted by brokers or finders claiming by, through or under the indemnifying party with respect to the transactions contemplated by this Contract. Notwithstanding anything to the contrary set forth in this Contract, the provisions of this Paragraph 17 shall survive the Closing or earlier termination of this Contract as expressly provided herein.

18. Notices. Any notice, request, demand, instruction or other communication to be given to either party hereunder, except where required to be delivered at the Closing, shall be in writing and shall either be (i) hand-delivered; (ii) sent by Federal Express or a comparable overnight mail service; or (iii) sent by email transmission, provided that an original copy of the transmission shall be sent the following business day by Federal Express or a comparable overnight mail service; or (iv) sent by certified mail, return receipt requested, to Purchaser, Seller, Purchaser's Attorney and Seller's Attorney, at their respective addresses set forth in Paragraph 1 of this Contract. Notice shall be deemed to have been given upon receipt or refusal of delivery of said notice by either Purchaser or Purchaser's Attorney on behalf of Purchaser and Seller or Seller's Attorney on behalf of Seller. The addressees and addresses for the purpose of this paragraph may be changed by giving notice. Unless and until such written notice is received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

19. Escrow Agent.

19.1 Duties and Authorization. The payment of the Deposits, Cash to Close and all other funds provided hereunder to the Escrow Agent is for the accommodation of the parties to this Contract. The duties of the Escrow Agent shall be determined solely by the express provisions of this Contract. In the event Escrow Agent receives a written demand from either Seller or Purchaser for the Deposit(s) (which demand shall include an explanation setting forth the factual basis for such party's request for the Deposit(s)), Escrow Agent shall give written notice to the other party of such demand and of Escrow Agent's intention to remit the Deposit(s) to the party making the demand on the stated date. If Escrow Agent does not receive a written objection within ten (10) days after such notice, Escrow Agent is hereby authorized to so remit the Deposit(s). If, however, Escrow Agent receives written objection from the other party within ten (10) days after such notice, Escrow Agent shall continue to hold the Deposit(s) until otherwise directed by joint written instructions from Seller and Purchaser or until a final judgment of an appropriate court is issued. Purchaser and Seller authorize the Escrow Agent, without creating any obligation on the part of Escrow Agent, in the event this Contract or the Deposit(s) become involved in litigation, to deposit the Deposit(s) with the Clerk of the Court in which the litigation is pending and thereupon the Escrow Agent shall be fully relieved and discharged of any further responsibility under this Contract. Purchaser and Seller also authorize the Escrow Agent, if it is threatened with litigation, to interplead all interested parties in any court of competent

jurisdiction and to deposit the Deposit(s) with the Clerk of the Court and thereupon the Escrow Agent shall be fully relieved and discharged of any further responsibility hereunder.

19.2 Liability. The Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its own willful misconduct or gross negligence. The Escrow Agent shall be entitled to rely on any instrument or signature believed by it to be genuine and may assume that any person purporting to give any writing, notice or instruction in connection with this Contract is duly authorized to do so by the party on whose behalf such writing, notice or instruction is given.

19.3 Hold Harmless. Seller (up to $50,000) and Purchaser (up to $50,000) will, and hereby agree to, jointly and severally, indemnify the Escrow Agent from and hold it harmless against any loss, liability or expense, including attorneys' fees incurred on the part of the Escrow Agent arising out of or in connection with the acceptance of, or the performance of, its duties under this Contract as Escrow Agent, as well as the costs and expenses of defending against any claim or liability arising under this Contract, as Escrow Agent. This provision shall survive the Closing or earlier termination of this Contract.

19.4 Seller's Attorney. Purchaser acknowledges that the Escrow Agent is also Seller's Attorney in this transaction, and Purchaser hereby consents to the Escrow Agent's representation of Seller and simultaneously acting as Escrow Agent.

20. Assignment. This Contract may not be assigned by Seller, without the written consent of Purchaser. This Contract may not be assigned by Purchaser, without the written consent of Seller.

21. Ratification. Seller's obligations under this Contract are contingent upon the ratification of this Contract by The School Board of Lee County, Florida on or before January 12, 2024. If this Contract has not been ratified by The School Board of Lee County, Florida by said date, then the parties hereto may mutually extend the time for ratification by The School Board of Lee County, Florida, or Seller or Purchaser may terminate this Contract by providing written notice of termination to the other party whereupon the Deposits shall be promptly refunded to the Purchaser and the parties hereto shall be relieved of all further obligations hereunder.

22. Miscellaneous.

22.1 Amendment. No modification or amendment of this Contract shall be of any force or effect unless in writing executed by both Seller and Purchaser.

22.2 Attorneys' Fees. Each of the parties hereto shall bear its own costs and attorneys' fees in connection with the execution of this Contract and the consummation of the transaction contemplated hereby. In the event of any dispute hereunder, the prevailing party shall be entitled to recover all costs and expenses incurred by it in connection with the enforcement of this Contract, including all attorneys' fees and costs in connection therewith. This provision shall survive the closing of this transaction or the termination of this Contract according to its terms.

22.3 Computation of Time. Any reference herein to time periods of less than five (5) days shall exclude Saturdays, Sundays and legal holidays in the computation thereof. Any time period provided for in this Contract which ends on a Saturday, Sunday or legal holiday shall extend to 6:00 p.m. Eastern time on the next Business Day.

22.4 Construction of Agreement. Should any provision of this Contract require interpretation in any judicial, administrative or other proceeding or circumstance, it is agreed that the court, administrative body or other entity interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party by

reason of the rule of construction that a document is to be construed more strictly against the party who prepared the same, it being further agreed that both parties hereto have fully participated in the preparation of this Contract.

22.5 Counterparts. This Contract may be executed in any number of counterparts, any one and all of which shall constitute the contract of the parties and each of which shall be deemed an original.

22.6 No Third Party Beneficiaries. Except as expressly set forth herein, this Contract is for the benefit of the parties and their respective successors and permitted assigns, and it is not the intent of the parties to enter this Contract for any other person's or entity's benefit, and no person or entity not a party to this Contract is intended to have standing to file any court action seeking the enforcement or interpretation thereof.

22.7 Entire Agreement. This Contract sets forth the entire agreement between Seller and Purchaser relating to the Property, all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties and there are no agreements, understandings, warranties or representations among the parties except as otherwise indicated herein.

22.8 Gender. As used in this Contract, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require.

22.9 Governing Law. This Contract shall be interpreted in accordance with the internal laws of the State of Florida and will be deemed for such purposes to have been made, executed and performed in the State of Florida; provided, however, Seller and Purchaser do not waive any defenses, rights, remedies, privileges or other matters available to it under federal law or otherwise. Venue shall be Lee County, Florida.

22.10 Section and Paragraph Headings. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Contract.

22.11 Severability. If any clause or provision of this Contract is determined to be illegal, invalid or unenforceable under any present or future law by final judgment of a court of competent jurisdiction, the remainder of this Contract will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof, a provision that is as similar in terms to such provision as is possible to be legal, valid and enforceable.

22.12 Successors and Assigns. This Contract shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.

22.13 Time of the Essence. Time is of the essence in the performance of all obligations by Purchaser and Seller under this Contract.

22.14 WAIVER OF TRIAL BY JURY. SELLER AND PURCHASER HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS CONTRACT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS CONTRACT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY

PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR SELLER AND PURCHASER ENTERING INTO THE SUBJECT TRANSACTION.

22.15 Radon Gas. Purchaser acknowledges the following Radon Gas disclosure by Seller as set forth in Section 404.056 (5), Florida Statutes:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

22.16 Property Tax Disclosure Summary.

PURCHASER SHOULD NOT RELY ON SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT PURCHASER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

22.17 AS-IS SALE. PURCHASER ACKNOWLEDGES THAT, EXCEPT FOR SELLER'S EXPRESS COVENANTS, REPRESENTATIONS, AND WARRANTIES SET FORTH IN THIS CONTRACT, PURCHASER IS FULLY RELYING ON PURCHASER'S (OR PURCHASER'S REPRESENTATIVES') INSPECTIONS, EXAMINATIONS, AND EVALUATIONS OF THE PROPERTY AND NOT UPON ANY STATEMENTS (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY SELLER OR ANY OF ITS REPRESENTATIVES, AGENTS, OR ATTORNEYS. WITHOUT LIMITING THE EFFECTIVENESS OF SELLER'S EXPRESS COVENANTS, REPRESENTATIONS, AND WARRANTIES SET FORTH IN THIS CONTRACT, PURCHASER ACKNOWLEDGES THAT PURCHASER HAS (OR PURCHASER'S REPRESENTATIVES HAVE), OR PRIOR TO THE CLOSING DATE WILL HAVE, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY PURCHASER IN ORDER TO ENABLE PURCHASER TO EVALUATE THE CONDITION OF THE PROPERTY AND ALL OTHER ASPECTS OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE PROPERTY), AND PURCHASER ACKNOWLEDGES THAT, EXCEPT FOR SELLER'S EXPRESS COVENANTS, REPRESENTATIONS, AND WARRANTIES SET FORTH IN THIS CONTRACT, PURCHASER IS RELYING SOLELY UPON ITS OWN (OR ITS REPRESENTATIVES) INSPECTION, EXAMINATION, AND EVALUATION OF THE PROPERTY AND IS QUALIFIED TO MAKE SUCH INSPECTION, EXAMINATION, AND EVALUATION. AS A MATERIAL PART OF THE CONSIDERATION OF THIS CONTRACT AND THE PURCHASE OF THE PROPERTY, PURCHASER HEREBY AGREES TO ACCEPT THE PROPERTY ON THE CLOSING DATE IN ITS "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS CONTRACT, WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW.

<Remainder of page intentionally left blank. Signatures follow.>

WHEREFORE, Seller and Purchaser have executed this Contract as of the date below indicated.

SELLER:
THE SCHOOL BOARD OF LEE COUNTY, FLORIDA

By: _____
Christopher S. Bernier, Ed.D., Superintendent of Schools

Date: 12/13/2023

PURCHASER:
VILLAGE OF ESTERO, a Florida municipal corporation

By: _____
Name: Steve Sarkozy
Its: Village Manager

Date: 12/15/2023

RATIFIED AND APPROVED:

By: _____
Samuel Fisher, Chair

Date: _____

APPROVED AS TO FORM:

By: Kathy Dupuy-Bruno
Kathy Dupuy-Bruno, Esq.
School Board Attorney and General Counsel

Date: 12/13/2023

ESCROW AGENT:

Pavese Law Firm

By: _____

Name: Richard Elliott

Title: Partner

Date: 12/18/23

EXHIBIT "A"

(Legal Description of the Property)

[To be verified by Title Commitment and/or Survey]

A tract or parcel of land situated in the State of Florida, County of Lee, being a part of Section 26, Township 46 South, Range 25 East and further bounded and described as follows:

Starting at a concrete monument marking the Southwest corner of said Section 26; thence N89°40'25"E along the South line of said Section 26 for 80.01 feet to an intersection with the Easterly right-of-way line of Corlico Road (80.00 feet wide) as described in Official Records Book 1739 at Page 778 and the point of beginning of the herein described parcel; thence continue N89°40'25"E along said South line for 1502.04 feet; thence N01°18'15"W for 288.57 feet; thence N89°40'25"E parallel with said South line for 1356.53 feet to an intersection with the Westerly right-of-way line of Interstate 75; thence N12°26'53"W along said right-of-way line for 131.19 feet; thence N13°47'53"W along said right-of-way line for 499.25 feet; thence N18°17'53"W along said right-of-way line for 1587.24 feet; thence West for 545.58 feet; thence S23°29'06"E for 677.63 feet; thence South for 621.50 feet; thence West for 1957.82 feet to an intersection with the aforesaid Easterly right-of-way line of Corlico Road; thence S01°18'46"E along said right-of-way line for 1182.03 feet to the Point of Beginning.

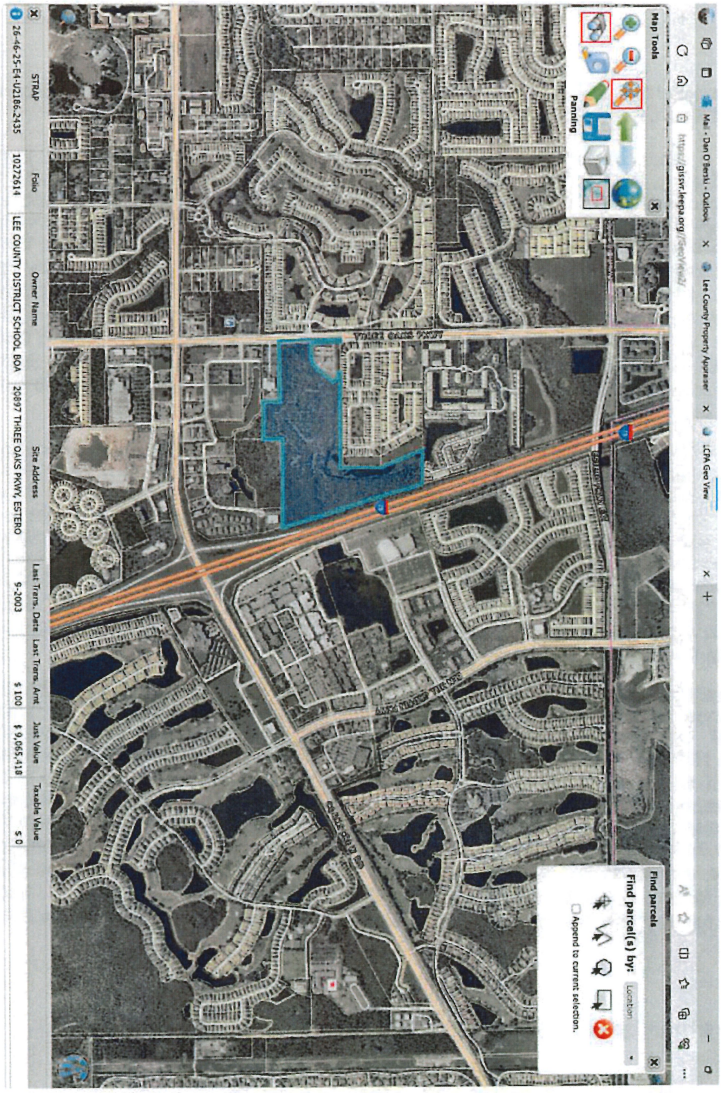
LESS AND EXCEPT: A parcel of land located in the Southwest quarter of Section 26, Township 46 South, Range 25 East, Lee County, Florida, for road right-of-way purposes, being more particularly described as follows: Commence at a concrete monument marking the Southwest corner of the said Section 26; thence N89°40'25"E along the South line of said Section 26 for 80.01 feet to an intersection with the Easterly right-of-way line of Corlico Parkway (80.00 feet wide) as described in Official Records Book 1739 at Page 777 and also the Point of Beginning of the herein described parcel; thence N01°18'46"W along said right-of-way line for 1182.03 feet; thence East for 20.02 feet; thence S01°18'46"E for 572.50 feet; thence S03°17'52"E for 593.14 feet; thence S01°17'52"E for 30.39 feet to a point on the South line of said Section 26; thence West for 40.65 feet back to the Point of Beginning.

LESS AND EXCEPT: A parcel of land located in the Southwest quarter of Section 26, Township 46 South, Range 25 East, Lee County, Florida, being more particularly described as follows: PARCEL #1: Commence at a concrete monument marking the Southwest corner of said Section 26; thence run N89°40'55"E along the South line of said Section 26 for 160.67 feet to the point of beginning of the herein described parcel; thence run N01°17'52"W along the Easterly line of a 40 foot road easement parallel to the Easterly right-of-way line of Corlico Parkway right-of-way as shown on map (sheet 2 of 4) adopted by Lee County Board of County Commissioners Project 84-026, for 31.67 feet; thence run N03°17'52"W along said East line of a 40 foot road easement for 218.63 feet; thence run N89°40'55"E parallel with and 250 feet North of the South line of said Section 26 for 868.92 feet; thence run S00°19'05"E for 250.0 feet to the South line of said Section 26; thence run S89°40'55"W along said South line of said Section 26 for 857.02 feet to the Point of Beginning.

Lee County STRAP: 26-46-25-E4-U2186.2435

EXHIBIT "B"

(Depiction of the Property)



PRAG

150 SECOND AVENUE NORTH, SUITE 400
ST. PETERSBURG, FLORIDA 33701
TEL: (727) 822-3339 | FAX: (727) 822-3502

PUBLIC RESOURCES ADVISORY GROUP

MEMORANDUM TO: Steven Sarkozy, Village Manager, Village of Estero

FROM: Public Resources Advisory Group, Inc.

SUBJECT: Funding for purchase of Three Oaks property

DATE: January 17, 2024

Background

The Village has engaged Public Resources Advisory Group, Inc. ("PRAG") to serve as the Village's independent registered municipal advisor to assist the Village in developing and implementing a financing plan for the Village's Capital Improvement Plan ("CIP"). As contemplated in its CIP and upon approval by the Village Council, the Village will purchase property located at 20897 Three Oaks Parkway from The School Board of Lee County for $15 million. The Village expects to purchase the property with cash on hand. You have asked PRAG to review the impact of using cash to purchase the property on the overall financing plan for the CIP.

Capital Improvement Plan

The Village expects to fund its CIP with a combination of grants, residential assessments, ARPA funds, cash on hand and debt. As the feasibility, costs, and timing of the various components of the CIP are unknown at this point, we are still in the process of developing the final financing plan. In addition to the project needs, the financing plan for the CIP will also need to incorporate the appropriate level of cash reserves for the Village to maintain. PRAG is currently reviewing the Village's financial position to estimate the likely credit rating of the Village under a variety of reserve levels.

Property Purchase

Given the typically tight timeline between final agreement, closing and funding for real estate purchases, local governments often use cash to fund real estate purchases and then issue debt to fund the purchase by replacing the cash used for the purchase. While we are not in a position to say whether the Village should issue debt in the future to replace the cash, as that decision needs to be made in the context of the entire CIP financing plan, we believe having the option to do so could be beneficial to the Village.

Recommendation

Although a $15 million purchase represents a significant cash outlay for the Village, the Village has sufficient cash on hand and the Reimbursement Resolution will allow the Village to replace the cash within the next few years if additional cash is required for operations, reserves, or other capital needs. Therefore, we do not see any negative impact to the City to utilize cash for the purchase.

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
January 24, 2024

Agenda Item:

Approval of agreement between the Village and the School Board of Lee County for the lease of a portion of Estero High School land to develop a joint use park and recreation facility.

Motion to approve Recreation Lease Agreement with the Lee County School Board.

Background:

The School Board owns several separate parcels of land which, together, make up the current campus of Estero High School. The Village and School Board staff have worked together to develop a plan whereby the Village will invest, over time, significant resources into improving and enhancing not only the existing fields and track on the leased premises, but also to develop additional active and passive recreational facilities including a trail and connectivity with neighboring Village recreational facilities. Through a separate, but related Joint Use Agreement, the Village and School Board would make joint use of the facilities, with the athletic needs of Estero High School's students always taking priority.

This project will result in a first class recreational and sporting venue which will enhance the quality of life for Village residents, and the interscholastic athletic experiences of Estero High School's students.

Action Requested:

Motion to approve Recreation Lease Agreement with the Lee County School Board.

Process and Timeline:

The lease would take effect upon Council's approval, with the Village's rights to operate taking effect after the required field investment.

Financial Impact:

The lease payment is a nominal fee for a 99-year lease period. The Agreement provides for the Village to eventually invest at least $10 million over a five-year period.

Prepared by: Robert Eschenfelder, Village Attorney

Attachments:

1. Recreation Lease Agreement

Note to reviewer – This Recreation Lease Agreement is intended to be read in tandem with the Shared Use Agreement of even date herewith.

THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:
Megan R. Hamisevicz, Esq.
TRASK DAIGNEAULT, L.L.P.
1001 S. Fort Harrison Avenue, Suite 201
Clearwater, Florida 33756

RECREATION LEASE AGREEMENT

THIS RECREATION LEASE AGREEMENT is made and entered into as of the _____ day of January, 2024 ("**Effective Date**"), by and between **THE SCHOOL BOARD OF LEE COUNTY, FLORIDA, a body corporate**, whose post office address is 2855 Colonial Boulevard, Fort Myers, Florida 33966 ("**Lessor**"), and **VILLAGE OF ESTERO, a Florida municipal corporation**, whose post office address is 9401 Corkscrew Palms Circle, Estero, Florida 33928 ("**Lessee**"). Lessor and Lessee may each be referred to herein as a "**Party**" or collectively as the "**Parties**".

RECITALS :

WHEREAS, Lessor and Lessee mutually intend this Lease, including, without limitation, all schedules and exhibits attached hereto and/or incorporated herein (this "**Lease**"), to facilitate the provision of the highest quality sports, park, and recreational facilities for the Parties' mutual benefit;

WHEREAS, the Parties acknowledge and agree that this Lease is intended to maximize the benefits available to the surrounding community but without diminishing Lessor's athletic programs;

WHEREAS, Lessee desires to enter into this Lease in order to gain the ability to use the Property as a Village park in in exchange for Lessee's agreement to share the use of certain facilities on the Property with Lessor, and Lessee's assumption of the obligation to manage, maintain, repair, replace and upgrade such shared facilities;

WHEREAS, the Parties acknowledge and agree that the shared use agreement attached hereto is intended to be a living document that will require the ongoing, reasonable cooperation of the Parties to ensure the Parties' needs and desires are reasonably accommodated;

WHEREAS, the Parties acknowledge and agree that well-being, education, and development of Lessor's students is of the utmost priority, and Lessee shall undertake performance of its obligations with respect to caring for and upgrading the shared facilities to ensure the quality of all such facilities meet or exceed those of the best, similar facilities under Lessor's control; and

WHEREAS, in consideration of the Lease and Lease Term, Lessee will be making substantial financial investments to improve the sports, park, and recreational facilities and amenities to serve the long-term needs of both Lessee's residents and Lessor's students.

W I T N E S S E T H :

THAT the above recitals are hereby incorporated into this Lease as if restated in full.

THAT in consideration of and subject to the covenants, conditions, and agreements hereinafter mentioned and to be performed by the respective Parties and the payment of the rental hereinafter designated to be paid by Lessee in accordance with the provisions of this Lease, Lessor will lease, rent, let, and demise unto Lessee a leasehold interest in and to the real property situate, lying and being in Lee County, Florida, being more particularly described on **EXHIBIT A**, attached hereto and made a part hereof (the "**Property**").

TO HAVE AND TO HOLD, subject to the terms of this Lease, the Property, and such additional lands as may be made subject hereto by express written agreement between the Parties, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise incident or appertaining, together with the rents, issues, and profits thereof (save and except the rents and other amounts due Lessor herein) unto said Lessee for the Term (as defined below), unless extended or terminated in accordance with the terms and conditions hereof.

Notwithstanding anything in this Lease to the contrary, the Parties acknowledge that although the Lease becomes effective on the Effective Date, Lessee's rights, interests, and obligations related to the management and use of the Property will become effective when Lessee has completed the football field turf installation project on the Property, including all permitting, design, materials acquisition and installation, as required by this Lease and the Shared Use Agreement (referred to herein as the **Qualifying Investment**), and provided satisfactory evidence of such investment is delivered to Lessor. From and after the date Lessee makes the substantiated Qualifying Investment, Lessee shall have the right to possess the Property, as well as the obligation to maintain, repair, manage and use all of the various recreational facilities on the Property, subject those priority uses set forth in the Shared Use Agreement (the "**Shared Facilities**"), as well as the obligation to manage, maintain, refurbish, replace, develop and construct recreational facilities thereon, and further subject to the terms of this Lease, including, in particular and without limitation, the Lessor Uses (as defined below).

The Parties acknowledge that Section 6 of the Shared Use Agreement imposes certain deadlines for Lessee to complete enhancements to certain aspects of the Property. In the event Lessee fails to meet those deadlines, time being of the essence, Lessee shall be in default of this Lease.

Those periods of time when all or a portion of the Property is being used by or is under the control of the Lessor for Estero High School-related purposes, including games, practices, District events, school events, third-party events permitted by Lessor, or upgrades or

maintenance performed by the Lessor may be collectively referred to herein as the "**Lessor Uses**". The extent, nature, timing, and characteristics of those uses and how they integrate with Lessee's rights and obligations with respect to the Property are contemplated by this Lease and that certain Shared Use Agreement adopted by the Parties contemporaneously with this Lease, a true correct, and complete copy of which is attached hereto as Schedule 1 (the "**Shared Use Agreement**"), including as the Shared Use Agreement may be amended from time to time, and is incorporated herein by reference.

1. **TERM AND RENEWAL.** The term of this Lease ("**Term**") shall begin on the Effective Date, and shall run for a period of ninety-nine years, ending on the 99th annual anniversary of the Effective Date (99-year term) ("**Expiration Date**"), unless extended or terminated prior to said date in accordance with the terms and conditions hereof. Unless this Lease is otherwise terminated as provided for herein, this Lease shall automatically renew for successive ninety-nine-year periods, subject to the Lessee's making at the beginning of each successive renewal period the following payments to Lessor: (a) the rental payment required in Paragraph 3 of this Lease, and (b) an additional payment in the amount of TEN AND 00/100 DOLLARS ($10.00) as consideration therefor.

2. **AUTHORITY.** Lessor and Lessee covenant, respectively, that each of them is lawfully entitled to enter into this Lease.

3. **RENTAL.** LESSEE covenants and agrees to pay to Lessor the total sum of TEN AND 00/100 DOLLARS ($10.00) ("**Base Rent**"). The Base Rent shall be and constitute net rent to Lessor and is in addition to the payment of real estate taxes, assessments, insurance premiums for which Lessee is liable in accordance with this Lease and is in addition to other expenses to which Lessee may be obligated pursuant to this Lease (collectively, "**Additional Rent**"). Base Rent and Additional Rent may be collectively referred to in this Lease as "**Rent**" or "**rent**". No deductions or offsets shall be made from the rent due Lessor.

The Parties further agree that in addition to the Rent set forth above, within five (5) years from the Effective Date, Lessee commits to investing at least TEN MILLION and 00/100 DOLLARS ($10,000.000.00) on recreational enhancements to the Property, in the manner as will ensure Lessor's ability to continue engaging in all Lessor's Uses in accordance with the terms of this Lease.

4. **INSURANCE RESPONSIBILITIES.** Lessee shall, to the extent any of the following occur or arise during the entire term hereof, save and keep Lessor harmless from any and all damages and liability occasioned by all events other than those arising directly from Lessor's use of the Property and shall indemnify, defend (with counsel acceptable to Lessor) and keep harmless Lessor from and against any loss, cost, damage and expense arising out of and in connection with any building, facilities, fields, or other improvements on the Property, including the approaches, driveways, accessways, sidewalks and other appurtenances of the Property and out of any accident causing injury to any person or property whomsoever and whatsoever and due to events other than those arising directly from Lessor Uses of the Property. Further, Lessee covenants and agrees to provide, at Lessee's expense, policies of insurance insuring Lessee and Lessor against all claims, damages, injuries, losses and other liabilities contemplated by this

Section, with coverage amounts of not less than $1,000,000.00 to cover claim or damage from any single or specific clause to any one (1) person and to the extent of not less than $2,000,000.00 to cover claim or damage in connection with any one (1) particular accident or occurrence. Such polices shall name Lessor as additional insured on a primary basis. Lessee shall also provide Lessor with proof of worker's compensation insurance as required by applicable law and commercial automobile insurance providing a minimum of One Million Dollars ($1,000,000.00) in liability coverage and shall include "non owned and hired coverage", if applicable. Lessee shall further provide Lessor with a waiver of subrogation for the aforementioned coverages; each policy shall contain a waiver of subrogation. Such insurance policies shall (i) be provided to Lessor promptly upon demand, and (ii) provide that the applicable policies shall not be cancelled without thirty (30) days' advance written notice to Lessor. This paragraph shall survive the termination or earlier expiration of this Lease. The Parties agree that the indemnification provided for in this paragraph does not cover or apply to those periods of time when the Property is being used for the Lessor Uses.

As to all Lessor Uses, Lessor shall, during the entire term hereof, save and keep Lessee harmless from any and all damages and liability occasioned directly by the Lessor Uses of the Property and shall indemnify and keep harmless Lessee from and against any loss, cost, damage and expense arising out of and in connection with any building, or other improvements thereon, and out of any accident causing injury to any person or property whomsoever and whatsoever and due directly to the Lessor Uses of said Property, and Lessor covenants and agrees to provide, at Lessor's expense, policies of insurance insuring Lessor and Lessee against all claims and damages made by any person or persons whomsoever, for injuries received in connection with the Lessor Uses upon the Property, including the approaches, sidewalks and appurtenances thereto and thereof, to the extent of not less than $500,000.00 to cover claim or damage from any single or specific clause to any one (1) person and to the extent of not less than $500,000.00 to cover claim or damage in connection with any one (1) particular accident or occurrence.

Notwithstanding the foregoing insurance requirements regarding indemnification of the Parties by each other, neither Party waives its respective limitations on liability as to all other third parties provided for in Florida Statutes § 768.28.

5. **PERSONAL LIABILITY.** Lessee shall be exclusively responsible and liable to any third parties by reason of any damage or personal injury of any kind sustained by them upon a Shared Facility or occasioned by any acts of Lessee or by any breach or default of Lessee, excepting losses or damages occurring during or directly as a result of Lessor Uses.

6. **DAMAGE OR DESTRUCTION OF BUILDINGS OR FACILITIES.** The Parties agree and covenant that damage to or destruction of the buildings or recreation facilities or any portion thereof or of the Property at any time by fire, hurricane, or act of God, shall not work a termination of this Lease or authorize Lessee or those claiming by, through or under Lessee, to quit or surrender possession of the Property, or any part thereof, and shall not release Lessee in any way from Lessee's liability to pay to Lessor the rent provided for herein or from any of the agreements, covenants, and conditions of this Lease. In the event of loss, destruction or damage to a building, structure, or other improvement now or hereafter located upon the Property, Lessee agrees and covenants to promptly rebuild or restore a like or better building,

facility, and/or improvement of equal or greater value and quality to the ones destroyed, injured or damaged as often as such destruction or damage may occur; it being understood that Lessor must approve the plans and specifications of all such improvements prior to the commencement of any such rebuilding or restoration, which approval may not be unreasonably withheld, conditioned, or delayed.

7. **TAXES.** Lessee covenants and agrees with Lessor that Lessee will cause to have promptly paid, in addition to the rent, and as a further part of the consideration to be furnished by Lessee, all taxes levied or assessed at any or all times during the term hereof by any and all taxing authorities, including all taxes (including, without limitation, documentary stamp taxes), charges, assessments, and in general, all taxes, tax liens in the nature of taxes which may be assessed against the Property and against the building, fixtures, and improvements thereon, or which may hereafter be placed thereon, including all taxes which are or may be assessed by any governmental authority, including but not limited to the city, state, county, national, special drainage, school or other taxing districts, or other charges which may accrue thereon; provided, however, that in the event that any of the said taxes or assessments are payable according to the terms of their imposition in installments, then Lessee shall have the right to pay the same as such installments fall due. Florida State Sales Tax and/or County surtax on rentals, if applicable to this Lease, shall be paid by Lessee. The terms of this Section shall survive the expiration or earlier termination of this Lease.

8. **UTILITY CHARGES.** Except as may otherwise be provided in the Shared Use Agreement, Lessee agrees and covenants to pay all charges for utilities supplied to the Property, whether they are supplied by a public or private firm, and to pay them monthly, or as they become due. It is contemplated that this will include all charges for water, gas, electricity, telephone, sewer, if any, and any other type of utility or any other type of service charge. Inasmuch as certain utility uses, including lighting and irrigation, may be necessary to Lessor, as an operator of a public school, to facilitate school-related security or maintenance standards, the Parties shall work together with relevant utilities to secure separate metering where possible such that neither Party is obliged to pay for a utility service predominantly needed or required by the other Party.

9. **COMPLIANCE WITH REGULATIONS OF PUBLIC BODIES.** Lessee covenants and agrees that Lessee will, at Lessee's own expense, make such improvements on the Property and perform such acts and do such things as shall be lawfully required by any public body and/or authority having jurisdiction over same in order to comply with sanitary, fire, hazard, zoning, setback and other similar requirements designed to protect the public. The foregoing shall include any improvements, acts or things required by the Florida High School Athletic Association, Florida Department of Education or other similar governing body.

10. **LAWFUL USE OF PROPERTY.** Lessee covenants and agrees that during the term hereof, LESSEE will, and will cause all persons and entities on the Property by, through or under the rights of Lessee to, conform to and observe all ordinances, rules, laws and regulations of all authorities with jurisdiction over the Property, or improvements upon the same, or use thereof, and will not, during such time, permit the same to be used for any illegal or immoral purpose, business or occupation or any purpose other than that expressly contemplated by this

Lease.

11. **INSPECTION OF PROPERTY.** Lessee agrees and covenants that Lessor, or its agent, at all reasonable times and during all reasonable hours, shall have free access to the Property and to any buildings or structures that may at any time be thereon, or any part thereof, for the purpose of examining or inspecting the condition of the same or of exercising any right or power reserved to Lessor under the terms and provisions of this Lease. Lessor shall have no obligation to repair, maintain, rebuild, restore, or otherwise improve the Property during the term of this Lease, except to the extent of damage caused directly by Lessor Uses of the Property during the term of this Lease.

12. **LIENS CREATED BY LESSEE.** Lessee covenants and agrees that Lessee has no power give or grant a security interest in or a right to a lien of any kind or character upon the right, title and interest of Lessor in and to the Property or Lessee's leasehold interest in this Lease, and that no person shall ever be entitled to any lien directly or indirectly derived through or under Lessee, or Lessee's agents, or on account of any act or omission of Lessee. All persons contracting with Lessee for furnishing materials or labor to Lessee or Lessee's agents, as well as all persons whomsoever, shall be bounded by this provision of this Lease. Should any such lien be filed, within ten (10) days of such filing, Lessee shall discharge the same by paying it or by filing a bond or otherwise as permitted by law.

Lessor and Lessee acknowledge and agree Lessor may execute and record a Notice of Lien Prohibition pursuant to Section 713.10 (as amended from time to time) containing confirmation the interest of Lessor shall not be subject to liens for improvements made by Lessee to the Property. In accordance with Florida Statute Section 713.10, Lessor and Lessor's interest in the Property shall not be subject to liens for improvements or alterations to the Property made by the Lessee or anyone acting on behalf of the Lessee. Nothing contained in this Lease shall be construed as a consent on the part of the Lessor to subject the Lessor or the Lessor's ownership interest in the Property to liability under the Construction Lien Law of the State of Florida. Lessee shall promptly notify each contractor and potential lienor who undertakes to make improvements to the Property of these provisions exculpating the Lessor's liability for any such liens. Lessee agrees Lessor may record a notice in the Public Records to notify third parties of the terms of this paragraph.

13. **INDEMNIFICATION AGAINST CLAIMS.** Lessee shall indemnify and save harmless Lessor from and against any and all claims, suits, actions, damages, and/or causes of action arising during the term of this Lease for any personal injury, loss of life and/or damage to property sustained in or about the Property or the appurtenances thereof and from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claims, investigations thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgements, or decrees which may be entered in respect thereto, except resulting directly from any Lessor Uses. Lessee is expressly not required to indemnify or defend Lessor for any claims or losses resulting directly from any Lessor Uses, unless such claim or loss is a result of Lessee's negligence or intentional act.

Notwithstanding the indemnification of the Parties by each other, neither Party waives its respective limitations on liability as to all other third parties provided for in Florida Statutes § 768.28.

14. **ACCEPTANCE OF PROPERTY.** Lessee covenants and agrees that Lessee, in acquiring this Lease, has done so as a result of a personal inspection of the Property and that no warranties or representations of any kind or nature whatsoever have been made by Lessor, except as expressly set forth in this Lease. Lessee agrees to take the Property in its physical condition, "AS IS, WHERE IS, WITH ALL FAULTS" as of the Effective Date, subject to the terms of this Lease.

15. **WAIVER.** It is covenanted and agreed that no waiver of a breach of any of the covenants, terms or conditions of this Lease shall be considered to be a waiver of succeeding breach of the same covenant. It is further agreed that any waiver must be in writing to be a valid waiver.

16. **TRANSFER OF LESSOR'S INTEREST; RIGHT OF FIRST REFUSAL.** Lessor shall have the right to sell the Property and to assign its rights and obligations under this Lease to others. During the term of this Lease, provided this Lease has not been earlier terminated or expired and that Lessee is not at such time in default of the terms of this Lease, Lessee shall have a right of first refusal to purchase the Property on the same terms and conditions as those offered by a third party and accepted by Lessor subject to this right of first refusal. Lessor shall notify Lessee in writing of any such third-party offer and the terms thereof, and Lessee may exercise its right of first refusal by providing Lessor with written notice of its exercise of such right, which notice of exercise must be received by Lessor within thirty (30) days of the date Lessee receives notice of the third-party offer from Lessor; otherwise, Lessee shall be deemed to have waived its right of first refusal as to such third-party's offer. Terms of the purchase will be full payment in cash within one hundred twenty (120) days after Lessee delivers such exercise notice, with no due diligence period or conditions precedent to Lessee's obligation to close, other than Lessor's ability to deliver marketable title. However, if Lessee has declined to exercise (or is deemed to have declined to exercise) its right of first refusal to purchase the Property and the Property is sold by Lessor to a third party, Lessee's right of first refusal as to the Property is extinguished and cannot again be exercised.

17. **INTEREST.** All sums of money required to be paid by Lessee to Lessor shall bear interest from the due date at the rate of TEN PERCENT AND 00/100 (10%) per annum until paid, which interest shall be due and payable to Lessor upon Lessor's written demand.

18. **EVENTS OF DEFAULT.** Should Lessee at any time during the term of this Lease be adjudged bankrupt or directly or indirectly suffer or permit an involuntary or voluntary petition in bankruptcy to be filed against Lessee and remain pending for a period of seventy-five (75) days, or should a Receiver or Trustee be appointed for any of Lessee's property and not be discharged within seventy-five (75) days, or should any order of any court of competent jurisdiction be entered and remain in effect for a period of seventy-five (75) days continuing Lessee in possession of the Property, or should Lessee's leasehold interest be levied upon and said levy be not discharged within forty-five (45) days thereafter, or should Lessee fail to promptly make the necessary return and reports required by state and federal law, or should Lessee fail to promptly pay when due all taxes of whatsoever kind required to be paid to the

State or Federal governments or any subdivision thereof, if this Lease specifically requires such payment by Lessee hereunder, or if Lessee fails to comply with the terms, covenants, and conditions of this Lease, then and upon the happening of any of the aforesaid events, Lessee shall be deemed to be in default under this Lease. In the event of Lessee default, Lessor shall have the right at its election to consider the same a material default on the part of Lessee. In the event of an event of default, Lessor shall have the option of (1) declaring this Lease terminated and the interest of Lessee forfeited, (2) bring the Property into compliance with the terms of this Lease and charge Lessee the costs incurred by Lessor to do so, plus an administrative fee of 20% on the aggregate amount of such costs, or (3) Lessor may exercise any other option available to it at law or in equity. All revenues derived or accruing from the Property subsequent to the date of the termination of the Lease shall constitute the property of Lessor, and the same is hereby declared to be a trust fund and shall not constitute any asset of Lessee or any trustee or receiver appointed for Lessee's property.

19. **DEFAULT.** If any of the sums of money herein required to be paid by Lessee to Lessor shall remain unpaid for a period of fifteen (15) days from the date it becomes due, or if Lessee shall otherwise be in default under this Lease (and/or the Shared Use Agreement) Lessor shall have the option and privilege as follows:

(A) To recover from Lessee in action at law (distress for rent or otherwise) for each installment of rent as the same matures or for the whole unpaid balance when it matures.

(B) To utilize such statutory remedy as may be afforded landlords under the laws of the State of Florida.

(C) To terminate this Lease and retain all improvements to the Property as Lessor's sole property; Lessee hereby waiving and relinquishing all right, title, and interest it may have to such improvements or the Property in the event of such a termination of this Lease.

(D) To file suit for specific performance and enforcement, including, without limitation, the imposition of a restraining order or injunction.

20. **NOTICES.** All notices required by law and this Lease to be given by one party to the other shall be in writing and the same may be served as follows:

(A) Upon Lessor, by personal delivery or by certified mail addressed to Lessor at the address first delineated above, or at such other address as Lessor may, by notice in writing, designate to Lessee.

(B) Upon Lessee, by personal delivery or by certified mail addressed to Lessee at the address first delineated above, or at such other address as Lessee may, by notice in writing, designate to Lessor.

21. **CONDEMNATION PROVISION.** It is understood and agreed that:

(A) If at any time during the continuance of this Lease the legal title to the Property, or the improvements or building located thereon, or any portions thereof, be taxed or appropriated or condemned by reason of eminent domain, there shall be such division of the proceeds and awards in such condemnation proceeds and such abatement of rent and other adjustments made as shall be just and equitable under the circumstances. If Lessor and Lessee are unable to agree upon what division or other adjustments are just and equitable within thirty (30) days after such award has been made, then the matters in dispute shall by appropriate proceedings be submitted to a court having jurisdiction of the subject matter of such controversy in Lee County, Florida, for its decision and determination of the matters in dispute. If the legal title to the entire Property be wholly taken by condemnation, the Lease shall be cancelled.

(B) For the purpose of condemnation, the deprivation of Lessee and Lessor of the use of such buildings and improvements shall be an item of damage in determining the portion of the condemnation award to which Lessee is entitled. In general, it is the intent of this Paragraph that upon condemnation, the parties herein shall equitably share their awards to the extent that their interests respectively are depreciated, damaged or destroyed by the exercise of the right of eminent domain.

(C) Notwithstanding the above and foregoing provisions, in the event of condemnation or taking of the whole of the Property, the amount of the condemnation award due to Lessor shall, between Lessor and Lessee, in no event be less than the amount of the entire condemnation award (including the amount awarded to Lessor and Lessee).

22. **USE.** Except for and subject to the Lessor Uses, the Property, any improvements now or hereafter situate thereon, shall be used for recreation purposes only by Lessee and those parties Lessee authorizes to make use of such recreation facilities.

23. **POTENTIAL FUTURE EXPANSION**. The Parties recognize that in the future, Estero High School may require expansion of its current classroom, office, and/or common area spaces to accommodate growth in student population. In light of the foregoing, the Parties share a goal of preservation of current open lands so as to preserve the portions of the Estero High School campus which are currently open to sports and recreation uses. Lessee also has an interest in assisting Lessor in the design and construction of a future expansion to ensure the exterior architectural elements are in harmony with the distinct architectural style prevalent in the Village of Estero. Lessee, therefore, desires to have the ability to enhance the design and financially contribute to any future Estero High School expansion project to further these recreation land preservation and architectural harmony goals.

In the event Lessor delivers written notice to Lessee of the need to expand Estero High School (an "**Expansion Certification**") on or after January 1st 2028, Lessee shall have the right

to require the Lessor to incorporate certain architectural enhancements reasonably desired by Lessee and the right to contribute up to two million dollars ($2,000,000.00) toward these enhancements. Such right may be exercised by Lessee only by Lessee delivering written notice to Lessor of Lessee's election to participate in the architectural enhancement process, which notice (an "**ARC Election Notice**") must be delivered within forty-five (45) days of Lessor's delivery of the Expansion Certification to Lessee. The complete cost, including, without limitation, design and construction, of any architectural enhancements requested by Lessee, will be at Lessee's expense and paid by Lessee to Lessor within thirty (30) days of Lessor's written demand. If Lessor fails to timely receive funds from Lessee to cover the cost of said enhancements, Lessor will have the right to refuse to install such enhancements and/or remove the unfunded features; however, in either such event, Lessee shall remain liable to Lessor for costs incurred by Lessor with respect to Lessee's enhancements prior to the date Lessor notifies Lessee of Lessor's election to either refuse to install and/or remove the unfunded improvements (a "**Revocation Notice**"). In the event Lessee timely delivers an ARC Election Notice to Lessor, then Lessor shall allow Lessee to participate in the planning and design of the architectural enhancement features of the expansion improvements such that Lessee's financial contribution would ensure Lessee's aesthetic and recreation open space priorities are reflected in the final plans, specifications and construction, subject to Lessor's rights to deliver a Revocation Notice as provided above.

Notwithstanding the foregoing, the Parties understand and agree that Lessee's right to require Lessor to incorporate architectural enhancements into the expansion project shall be with respect to aesthetic elements only, and Lessee shall have no rights with respect to structural elements or any elements under the purview of the State Requirements for Educational Facilities or regulatory bodies with oversight over public schools.

Notwithstanding the limitations on the monetary and design involvement of Lessee recited above, if and when an Expansion Certification and an ARC Election Notice are timely delivered, the Parties are free to make separate agreements with respect to the level and nature of the Lessee's participation in the planning and design of the expansion improvements and the timing of the payment of Lessee's contribution related thereto.

In the event the future expansion contemplated above requires the use of a portion of the Property, this Lease shall be deemed automatically amended, without the need for further signature, approval or consent of either Party, to remove from the definition of the "Property" the area of land upon which the expansion is built, which amendment will go into effect on the date a development order, or similar development approval document, is issued in connection with the expansion project.

25. **EXISTING USE AGREEMENT WITH LEE COUNTY**. The Parties acknowledge that there is an existing interlocal agreement between Lessor and Lee County ("**County**") that allows County to lease the baseball and softball fields to Perfect Game ("**Perfect Game ILA**"). Lessor hereby assigns its rights and obligations under the ILA to Lessee.

26. **OTHER USE AGREEMENTS**. Lessor shall not grant to any other third party the right to use or possess the Property during the Initial Term or Renewal Term of this Lease

absent the prior written approval of the Lessee.

27. **COVENANTS TO BIND SUCCESSORS AND ASSIGNS.** The covenants and agreements contained in this Lease shall be binding upon and shall inure to the benefit of Lessor and its successors and assigns, and Lessee and Lessee's successors and assigns, and all persons claiming by, through and under Lessor and Lessee, and the same shall be construed as covenants running with the land during the term of this Lease. Notwithstanding the foregoing, in no event may Lessee assign, convey, or otherwise transfer all or any portion of its right, title, or interest under this Lease; it being stipulated by both parties that any such assignment, conveyance, or transfer by Lessee without Lessor's prior written consent, which may be withheld in Lessor's sole discretion, shall be an immediate event of default, not subject to any grace or cure period, and, at Lessor's sole option, shall result in an immediate termination of this Lease. All terms of this Lease which are intended to survive the termination or earlier expiration of this Lease shall survive, whether or not such survival is expressly provided herein as to such particular term.

28. **KNOWLEDGE OF CONTENTS.** BOTH OF THE PARTIES TO THIS LEASE BY THE SIGNING AND EXECUTION HEREOF, ADMIT AND ACKNOWLEDGE THAT THEY HAVE READ THIS INSTRUMENT, INCLUDING EVERY PARAGRAPH. THEY FURTHER ADMIT AND ACKNOWLEDGE THAT THE FACT THAT THIS RECREATION LEASE IS A LONG INSTRUMENT OF MANY WORDS, PHRASES AND PARAGRAPHS, HAS NOT PREVENTED THEM FROM READING THIS LEASE AND HAVING EXPRESS AND EXPLICIT KNOWLEDGE OF EVERY MATTER AND THING SET FORTH IN THIS LEASE. FURTHERMORE, EACH PARTY HERETO ADMITS THAT DESPITE THE SMALL TYPE USED IN THE PRINTED BODY OF THIS LEASE, THEY HAVE BEEN ABLE TO READ AND HAVE READ EACH AND EVERY PARAGRAPH HEREOF.

29. **RECORDATION.** This Lease shall not be filed for public record.

30. **[Reserved.]**

31. **COMPLETE AGREEMENT**. This Lease merges all prior negotiations and understandings between the parties and constitutes their complete agreement which is binding upon Lessor and the heirs, executors, administrators, successors and assigns of Lessor when executed by Lessor, and is binding upon binding upon Lessee and the heirs, executors, administrators, successors and assigns of Lessee when executed by Lessee. This Lease may only be amended by written agreement signed by Lessor and Lessee.

32. **RADON GAS**. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE OR MAY HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

33. **NO JOINT VENTURE**. For tax, accounting, and other similar legal purposes, Lessee acknowledges and agrees that Lessor is not a venture, co-venturer, insurer, guarantor or partner of Lessee in Lessee's development of or construction upon the Property. The provisions of

this Section shall survive Closing.

34. **NO THIRD PARTY BENEFICIARY**. The provisions of this Lease are and will be for the benefit of Lessor and Lessee only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Lease.

35. **SEVERABILITY**. If any provision of this Lease is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Lease shall remain in full force and effect.

36. **REMEDIES GENERALLY**. Mention in this Lease of any particular remedy of either party does not preclude such party from any other remedy, whether available at law or in equity or by statute or expressly provided for in this Lease. No remedy will be exclusive or dependent upon any other remedy, and the remedies are cumulative and not alternative.

37. **LICENSED CONTRACTORS.** Lessee shall use only appropriately licensed and insured contractors in the making and/or installation of any repairs, alterations or improvements.

38. **CROSS-DEFAULT & CROSS TERMINATION.** Notwithstanding anything in this Lease to the contrary and without intention to modify the term "Lease" as used herein, (1) a default by Lessee under this Lease shall constitute a default under the Shared Use Agreement, and a default by Lessee under the Shared Use Agreement shall constitute a default under this Lease; and (2) a termination of this Lease shall constitute a termination of the Shared Use Agreement, and a termination of the Shared Use Agreement shall constitute a termination of this Lease.

39. **PUBLIC RECORDS.** Both Parties are subject to Florida's Public Records Act, Chapter 119, Florida Statutes. Each party shall keep and maintain public records in connection with this agreement and shall ensure that public records that are exempt or confidential shall not be disclosed except as authorized by law. Upon request from the respective party's custodian of records, the other party shall provide the requested records or allow for inspection within a reasonable time as provided by law.

For the Village:

IF THE SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SCHOOL BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-221-5035, records@estero-fl.gov or by mail Village of Estero – Village Clerk, 9401 Corkscrew Palms Circle, Estero, FL 33928

For the Board:

IF VILLAGE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VILLAGE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-461-8420, PublicRecords@leeschools.net **OR BY MAIL: Lee County School Board – Public Information Coordinator, 2855 Colonial Blvd., Fort Myers, FL 33966.**

40. **COUNTERPART EXECUTION.** This Lease may be signed in counterparts with the same force and effect as if all required signatures were contained in a single, original instrument. Any counterpart delivered by electronic transmission shall be deemed to have been properly executed and delivered for all purposes; and a signed counterpart delivered by electronic transmission shall be deemed to have the same legal effect as an original "hard copy" signed counterpart.

[*SIGNATURE PAGES TO FOLLOW*]

IN WITNESS WHEREOF, Lessor has hereunto set Lessee's hand and seal as of the day and year first above written.

Signed, sealed and delivered in our presence.

THE SCHOOL BOARD OF LEE COUNTY, FLORIDA

_____

By: _____

Witness Name: _____
Witness Address:_____

Printed Name: Samuel Fisher
Title: School Board Chair

_____

Witness Name: _____
Witness Address:_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this _____ day of _____, 2024, by _____, as _____ of THE SCHOOL BOARD OF LEE COUNTY, FLORIDA, a body corporate. He/she [ ] is personally known to me or [ ] has produced a _____ as identification.

_____
NOTARY PUBLIC

Signed, sealed and delivered in our presence.

THE SCHOOL BOARD OF LEE

COUNTY, FLORIDA

_____ By: _____

Witness Name: _____ Printed Name: Christopher S. Bernier, Ed.D.
Witness Address:_____ Title: Superintendent of Schools

_____

Witness Name: _____
Witness Address:_____

Approved as to Form and Legal Sufficiency
As to The School Board of Lee County, Florida, Only:

By: _____
Printed Name: Kathy Dupuy-Bruno, Esq.
Title: School Board Attorney and General Counsel
Date:_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this _____ day of _____, 2024, by _____, as _____ of THE SCHOOL BOARD OF LEE COUNTY, FLORIDA, a body corporate. He/she [ ] is personally known to me or [ ] has produced a _____ as identification.

_____
NOTARY PUBLIC

IN WITNESS WHEREOF, Lessee has hereunto set Lessee's hand and seal as of the day and year first above written.

Signed, sealed and delivered in our presence.

VILLAGE OF ESTERO,
a Florida municipal corporation

_____

By: _____
Steven R. Sarkozy, Village Manager

Witness Name: _____
Witness Address:_____

_____

Witness Name: _____
Witness Address:_____

ATTEST:

_____
Village Clerk

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this _____ day of _____, 2024, by Steven R. Sarkozy, Village Manager of VILLAGE OF ESTERO, a Florida municipal corporation. He [X] is personally known to me or [ ] has produced a _____ as identification.

_____
NOTARY PUBLIC

EXHIBIT A
LEGAL DESCRIPTION

The Property made subject to this Lease is described as follows:

PARCEL I:

The South one-half (S 1/2) of Lots 21 and 22, Block C, FLORIDA GULF LAND COMPANY'S SUBDIVISION, according to the plat thereof, as recorded in Plat Book 1, Page 59, of the Public Records of Lee County, Florida.

Property Address: 9350 Block Lane, Estero, FL 33928

STRAP: 34-46-25-E4-0100C.0210 / Folio ID: 10275765

PARCEL II:

The South 1/2 of Lot 23, Block C, FLORIDA GULF LAND COMPANY'S SUBDIVISION, according to the plat thereof, as recorded in Plat Book 1, Page 59, of the Public Records of Lee County, Florida.

Together with an easement over the following described properties:

Parcel 1:
The North 33 feet of the South 1/2 of Lot C 17 to and including Lot C 28; the South 33 feet of the North 1/2 of Lot C 17 to and including lot C 28; the North 33 feet of Lot C 30, all being in the Florida Gulf Land Co.'s Subdivision of Section 34, Township 46 South, Range 25 East, as recorded in Plat Book 1, Page 59, of the Public Records of Lee County, Florida.

Parcel 2:
Commencing 33 feet South of the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 35, Township 46 South, Range 25 East, Lee County, Florida, the Point of Beginning, thence run Easterly to a point 33 feet South of the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of said Section, thence North 66 feet to a point 33 feet North of the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of said Section, thence Westerly to a point 33 feet North of the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of said Section, thence South 66 feet to a point 33 feet South of the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of said Section and the Point of Beginning.

Parcel 3:
The West 33 feet of Lots No. C 6 and C 27 and the East 33 feet of Lots C 31 and

C 7, Less that part of Lots C 26, C-27 and C-31 previously dedicated in the Florida Gulf Land Co.'s Subdivision as platted and filed in Plat Book 1, Page 59, of the Public Records of Lee County, Florida.

Parcel 4:
Commencing at a point 33 feet East and 33 feet North of the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 34, Township 46 South, Range 25 East, Lee County, Florida, being the Point of Beginning, thence North to a point on the North boundary of the Southwest 1/4 of the Northeast 1/4 of said Section 34, thence West on the North boundary of the Southwest 1/4 of the Northeast 1/4 of said Section 34 for 66 feet, thence South to the North line of Lot C 31 of the Florida Gulf Land Co.'s Subdivision as platted and filed in Plat Book 1, Page 59, of the Public Records of Lee County, Florida, thence East 33 feet to the Northeast corner of the aforesaid Lot C 31, thence South along the East boundary of Lot C 31 to a point on the South boundary of Lot C 31, thence East 33 feet to the Point of Beginning.

Property Address: 9400 Block Lane, Estero, FL 33928

STRAP: 34-46-25-E4-0100C.0230 / Folio ID: 10275778

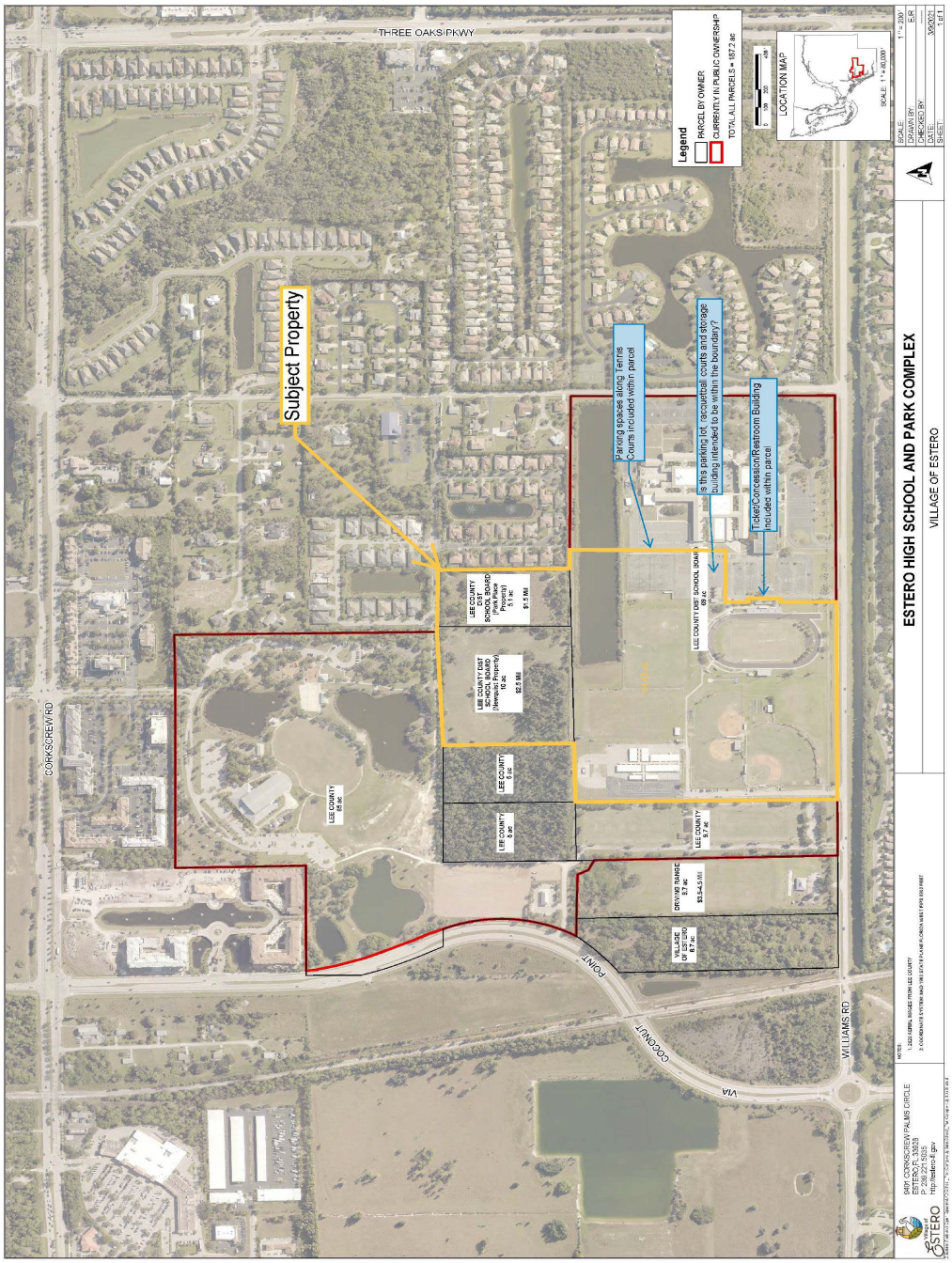
PARCEL III:

THAT PORTION OF THE FOLLOWING LAND, AS SHOWN ON THE MAP OF AREA OF ESTERO HS LEASED PROPERTY ATTACHED HERETO AND MADE A PART HEREOF:

Lots 7, 8, 9, 10, 11, 12 and 13, Block C, FLORIDA GULF LAND COMPANY'S SUBDIVISION, according to the plat thereof, as recorded in Plat Book 1, Page 59, of the Public Records of Lee County, Florida.

Property Address: 21900 River Ranch Road, Estero, FL 33928

STRAP: 34-46-25-E4-0100C.0070 / Folio ID: 10275770


THREE OAKS PKWY
CORKSCREW RD
WILLIAMS RD
POINT
COCONUT
VIA
Subject Property
Parking spaces along Tennis Courts included within parcel
Is this parking lot, racquetball courts and storage building intended to be within the boundary?
Ticket/Concession/Restroom Building includes within parcel
Legend
PARCEL BY OWNER
CURRENTLY IN PUBLIC OWNERSHIP
TOTAL ALL PARCELS = 187.2 ac
LOCATION MAP
SCALE: 1" = 40,000'
ESTERO HIGH SCHOOL AND PARK COMPLEX
VILLAGE OF ESTERO
LEE COUNTY DIST SCHOOL BOARD (Park Phase A Property) 5.1 ac
$1.1 Mil
LEE COUNTY DIST SCHOOL BOARD (Newcastle Property) 16 ac
$2.5 Mil
LEE COUNTY 6 ac
LEE COUNTY 6 ac
LEE COUNTY 68 ac
LEE COUNTY DIST SCHOOL BOARD 69 ac
LEE COUNTY 9.7 ac
DRIVING RANGE 23 ac
$13-4.5 Mil
VILLAGE OF ESTERO 8.7 ac
9401 CORKSCREW PALMS CIRCLE
ESTERO, FL 33928
P: 239.221.5005
http://estero-fl.gov

Schedule 1
Shared Use Agreement
[See attached]

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
January 24, 2024

Agenda Item:

Approval of Joint Use Agreement between the Village and the School Board of Lee County for the joint use of recreational facilities to be developed by the Village on leased property on the campus of Estero High School.

Motion to approve Joint Use Agreement of Estero High School recreational facilities, and to authorize the Village Manager to administratively approve any amendments to the Agreement or related Lease Agreement which may be required to satisfy School Board requirements or to make necessary clarifications, so long as any such amendments do not increase the financial commitments of the Village beyond those set forth in those respective documents.

Background:

The School Board owns several separate parcels of land which, together, make up the current campus of Estero High School. The Village and School Board staff have worked together to develop a plan whereby the Village will invest, over time, significant resources into improving and enhancing not only the existing fields and track on the leased premises, but also to develop additional active and passive recreational facilities including a trail and connectivity with neighboring Village recreational facilities.

Through a separate, but related Lease Agreement, the Village has been granted a 99-year lease of a portion of the Estero High campus for a nominal payment. In exchange, the Village has committed to making substantial financial investments in the new joint use facility, to the benefit of both Estero High School athletes and Village residents.

The Joint Use Agreement provides the framework for how the Parties will move forward with the Village assuming operational and maintenance control over the facilities, while also ensuring the High School's athletic programming will not be negatively impacted. The Parties anticipate that the Joint Use Agreement will be an evolving arrangement as the Parties refine the operational and logistical issues they encounter as they begin to perform under the Agreement. But the Parties are committed to a long-term partnership which has clear recreational advantages both for the District's students, and the Village's residents.

Action Requested:

Motion to approve Joint Use Agreement of Estero High School recreational facilities, and to authorize the Village Manager to administratively approve any amendments to the Agreement or related Lease Agreement which may be required to satisfy School Board requirements or to make necessary clarifications, so long as any such amendments do not increase the financial commitments of the Village beyond those set forth in those respective documents.

Process and Timeline:

The Joint Use Agreement would take effect upon approval of the Parties' respective governing boards, with the Village's rights to operate and maintain the joint use facilities taking effect after the required field investment is made.

Financial Impact:

The lease payment is a nominal fee for a 99-year lease period. The Agreement provides for the Village to eventually invest at least $10 million over a five-year period.

Prepared by: Robert Eschenfelder, Village Attorney

Attachments:

1. Joint Recreation Use Agreement

Note to reviewer – This Shared Use Agreement is intended to be read in tandem with the Recreation Lease Agreement of even date herewith.

SHARED USE AGREEMENT
BETWEEN
THE SCHOOL BOARD OF LEE COUNTY, FLORIDA
AND
THE VILLAGE OF ESTERO

THIS AGREEMENT (hereinafter **"Agreement"**) is made by and between The School Board of Lee County, Florida, a body corporate (hereinafter **"Board"**), 2855 Colonial Boulevard, Fort Myers, FL 33966, and the Village of Estero, a Florida municipal corporation (hereinafter **"Village"**), 9401 Corkscrew Palms Circle, Estero, Florida, 33928, which collectively are referred to herein as the Parties, as follows:

WHEREAS, Florida Statutes § 1001.42(4)(j) authorizes the Board to provide for cooperation with other agencies in joint projects; and

WHEREAS, Florida Statutes § 1013.101(1) provides that it is the policy of the state of Florida that district school boards allow for the shared use of their recreation facilities by members of the public to provide greater access to recreation and sports, by way of shared use agreements; and

WHEREAS, Florida Statutes § 1001.43(4) authorizes the Board to adopt policies providing for management of the physical campus and its environs, including, but not limited to, building and ground maintenance; fencing, landscaping, and other property improvements; site acquisition; new construction and renovation; and development of facilities management planning and priorities; and

WHEREAS, Florida Statutes § 163.01(4) and (5) authorize public agencies such as school boards and municipalities, through interlocal agreements, to jointly exercise powers or privileges which each may exercise separately, including the ownership, custody, operation or maintenance of real property; and

WHEREAS, Florida Statutes § 163.01(6) provides that an interlocal agreement between public agencies such as school board and municipalities may provide for one or more parties to the agreement to provide the services set forth in the agreement; and

WHEREAS, the Village is developing a recreation and entertainment hub on Village land proximate to the Estero High School campus which will, among other offerings, provide for pickleball courts for public use; and

WHEREAS, the Village has proposed to the Board that it would pay the lease compensation, and perform the improvements, management, and maintenance of a portion of the Estero High School campus delineated in the "Map of the Property" attached hereto as Exhibit "A" and incorporated herein by reference (the "**Recreational Complex Parcel**"); and

WHEREAS, the Village will, over several years, develop or re-develop and improve fields and courts on the Recreational Complex Parcel to provide, at a minimum, the number and type of fields and courts required by the Board to provide for the interscholastic athletic programs at Estero High School, as well as to provide enhanced recreational offerings to Village residents; and

WHEREAS, the Village will maintain and operate the facilities on the Recreational Complex Parcel and afford Estero High School interscholastic athletic programs priority of use, while in turn, the Board will allow residents to make use of the recreational amenities on the Recreational Complex Parcel when they are not being used for school athletic events, so long as the Village has a made Qualifying Investment on the portion of the Recreational Complex Parcel intended to be used by Village residents; and

WHEREAS, the Village's management and maintenance of the Recreational Complex Parcel would be at no cost to the Board, and the Village would pay all costs for maintenance, repair and replacement of the fields, courts, and all related infrastructure on the Recreational Complex Parcel; and

WHEREAS, this Agreement allows for shared use of the recreation facilities by members of the public to provide greater access to recreation opportunities, while also reducing the costs to the Board to provide interscholastic athletic programs at Estero High School; and

WHEREAS, to strengthen the collaboration between the Village and the Board, to create recreational opportunities for Village residents, and to create greater sporting and educational opportunities for students attending Estero High School; the Village and Board have agreed to enter into this Agreement; and

WHEREAS, both the Board and the Village's staff preliminarily find that it is in the best interests of the Board, Estero High School, and the residents, visitors and businesses of the Village, to enter into this Agreement.

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

SECTION I: PURPOSE AND TERMS

1. Term: The Parties agree that this Agreement, including all of its terms, covenants, conditions, and restrictions, shall continue in force and effect for a term congruent with the term of that certain Recreation Lease Agreement between the Village and the Board ("**Lease**").

2. Definitions: For clarity, capitalized terms not defined in this Agreement shall be attributed their definitions provided in the Lease. "**Facilities**" as used herein shall mean and be equivalent to "Shared Facilities" as such term in defined in the Lease.

SECTION II: OPERATION AND USE OF THE FACILITIES

1. Shared Use. The Village and the Board shall share the use of the Facilities located on the Recreational Complex Parcel (referred to as the "Property" in the Lease) subject to such terms, limitations and conditions set forth in this Agreement and the Lease, as applicable.

    a. Until the Village completes the Qualifying Investment (as defined in the Lease) and delivers satisfactory evidence of such investment to the Board, the Board shall

have exclusive use of Recreational Complex Parcel and the facilities located thereon. After the Village completes the Qualifying Investment, the Village shall have the right to use the Facilities, which right is subject to the terms of this Agreement. Notwithstanding anything in this Agreement or the Lease to the contrary, Estero High School sports teams will be provided first priority use of the Facilities during their respective Florida High School Athletic Association (FHSAA) seasons. This includes both practices and games (Scheduled Activities). The District shall provide The Village practice and game schedules as early as possible but not later than sixty (60) days prior to the start of their first practice.

b. In the event the District desires to hold an event requiring use of the Facilities outside the scheduled activities, The District agrees to notify the Village of the intended date and time of such special event as early as possible but no later than sixty (60) days prior to the date of the event, and the Village agrees to not unreasonably withhold, delay or condition their approval. In the event the Village is unable to accommodate the special event, The Village will notify the District within thirty (30) days of the request.

c. It is the overarching intent of the parties to always use their respective best efforts to accommodate the other party's needs, and both parties agree to not unreasonably limit the other party's use of the Facilities.

2. Hours of Operation; Opening and Closing of Facilities. Each Party shall be responsible for opening and closing the Facilities during the periods of their respective control of the applicable Facilities, so that the Facilities remain secured at all times. As security requirements change or are mandated by State or Federal requirements, the safety and security obligations of the Parties will change in order to comply and be in alignment with such updated safety and security requirements and mandates.

3. Final Site Plan. Facilities shall be of equal or better quality than the existing facilities.

4. Construction Plan and Obligations. The Village shall, at Village's sole cost and expense and to the Board's or Board's staff's reasonable satisfaction, which satisfaction may not be unreasonably withheld, conditioned, or delayed, complete the following (collectively, the "**Village Improvement Obligations**"):

   a. Over the first five (5) years of this agreement the Village will invest not less than TEN MILLION AND 00/100 DOLLARS ($10,000,00.00) into facility improvements to include but not limited to installing artificial turf on the stadium field, renovating the tennis courts and renovating at least two of the basketball courts.

   b. The Village will provide updates to the Board as necessary to garner the Board's approval of all facilities intended to meet the Minimum Facilities described below;

   c. District will have access to at least the following facilities for Estero High School Sports during FHSAA seasons ("**Minimum Facilities**"). Construction activities will be phased in order to maintain field access during FHSAA seasons.

i. 1 Long Field (football, soccer, lacrosse)
ii. 1 Practice field (football, soccer, lacrosse)
iii. 1 Baseball Field
iv. 1 Softball Field
v. 6 Tennis Courts
vi. 2 Outdoor Basketball Courts

d. Water Management to be completed as needed to accommodate each phase of facility improvements.

5. In addition to the above improvement obligations with respect to the Recreational Complex Parcel, the Village shall have the right to construct, either directly or through partnering with one or more third parties, additional recreational amenities which the Village, in its judgment determines are desirable to provide a broad array of recreational opportunities for Village residents. The Board will not be required to expend any of its resources for the construction of any such additional recreational amenities.

6. The parties acknowledge and agree that the below represent some of the parties' mutual aspirations and goals with respect the Village Improvement Obligations:

   a. The football field stadium and practice field will be upgraded to an artificial turf;

   b. Space will be provided for field events outside the stadium field;

   c. The spectator stands and/or seating for the soccer fields, and tennis courts, will be enhanced;

   d. The tennis courts will be resurfaced and restriped;

   e. The basketball courts may be reconstructed and/or relocated (with at least two remaining)

   f. The baseball and softball fields will be upgraded;

   g. Space will be provided for the JROTC facilities; and

   h. Walking paths will be provided. The paths will be designed to accommodate cross country events.

7. In addition, the parties acknowledge and agree that the following are required with respect to any work performed on any facilities on the Recreational Complex Parcel:

   a. The layouts and characteristics of the courts and fields must comply with the standards required by the Florida High School Athletic Association and all applicable laws, ordinances, regulations, and rules, including, without limitation, the Americans With Disabilities Act, the State Requirements for Educational

Facilities, and the Board policies and rules with respect to access and security, as such policies and rules may change from time to time.

b. The Village will coordinate with the District on the planning, design, and construction efforts related to facility improvements. The Village will update and revise plans as needed to comply with the District's sports and security needs.

8. Prior to commencing any construction or development on the Recreational Complex Parcel, Village must ensure a secure fence is in place to ensure the safety of the school and its occupants, and the Village agrees, on behalf of itself, its agents, employees, vendors, and contractors, not to commit or omit any action that would jeopardize the safety of the school, its occupants or the Recreational Complex Parcel or Board. Once the fence is installed by the Village, the Village shall maintain, repair, and replace the fence as necessary.

9. Further, Village agrees to provide the Board with a minimum of thirty (30) days' advance written notice prior to undertaking any work that may adversely affect the ability of school students or faculty to access the Recreational Complex Parcel.

10. The Village agrees to perform all construction and development work in a diligent manner, consistent with construction and development practices in Lee County, Florida, consistent with the Village Code of Ordinances (and, if and where applicable, State Requirements for Educational Facilities ("SREF"), the Village of Estero Land Development Code, Florida Building Code, and all other authorities having jurisdiction), and free of liens.

11. In the event the Village fails to timely and satisfactorily complete the Village Improvement Obligations, the Board may, upon written notice to the Village, undertake to perform the Village Improvement Obligations and bill the Village for all costs incurred by the Board in the performance of such work. The Village will reimburse the foregoing costs to the Board within thirty (30) days of the Board providing an invoice to the Village for such services, and Village agrees to pay TEN PERCENT AND 00/100 (10%) simple interest per annum on all untimely paid invoices, which interest will accrue from the due date until the invoice is paid. The terms of this Section 10 shall survive the expiration or earlier termination of this Agreement.

SECTION III: MAINTENANCE, REPAIR, IMPROVEMENT AND OPERATION

1. The Village shall, at its sole cost and expense, manage, maintain, repair, and replace, as necessary, the Facilities (including, without limitation, all related infrastructure, landscaping, and parking areas) in a clean and safe condition, in compliance with all applicable laws and governmental regulations applicable to the Facilities, and in accordance with this Agreement. The parties contemplate that obligations of the Village with respect to a Facility shall include, without limitation:

    a. Enforcing site access rules and procedures after developing the same in cooperation with the Board;

b. Managing and maintaining the landscaping and irrigation;

c. Contracting for, supervising and otherwise managing third-party vendors, operators or service providers;

d. Ensuring satisfactory provision of water, sewer, electricity, solid waste, and any other necessary utilities to the Facility;

2. The Village's maintenance, repair, and replacement obligations as provided in this Agreement shall include, but not be limited to: (i) repair or replacement of any structure, surface, system, equipment, improvement or portion(s) thereof, which have excessive wear, become structurally unstable, become damaged or in disrepair, or otherwise become unsafe, and (ii) cleaning and repainting of equipment, structures and other applicable equipment. The Village will ensure all applicable portions of the Facilities meet *U.S. Consumer Product Safety Commission's (CPSC) and ADA guidelines* at all times. Notwithstanding the foregoing in this Article 3, in the event a Party, or anyone acting under the control or direction of such Party, by intentional misconduct or gross negligence, causes or permits damage to occur to the Facilities, then such party shall, within thirty (30) days of receipt of notice of such occurrence, promptly repair such damage, at its sole cost and expense; however, if the repair requires a longer time to complete, the repairing party shall not be in default for failure to complete the repair within said thirty day period as long as the said party has commenced the repair process within seven (7) days of said notice and diligently prosecutes the cure to completion.

3. The Village shall inspect the Facilities on a routine basis in order to assess the need for maintenance and repairs in connection with the obligations herein. Each Party shall have the right to inspect all of the Facilities from time to time, as it deems necessary, to confirm the Facilities are being maintained in the condition as required in this Agreement. In the event District becomes aware that any of the Facilities has fallen in disrepair, is unsafe, or any such other condition requiring maintenance or repair, the District shall promptly notify the Village of same. In the event The Village fails to timely and satisfactorily complete its obligations in this Article 3, the District may, upon written notice to the Village, undertake to perform those obligations and bill the Village all actual costs incurred in the performance of such work for The Villages' default on its obligations. The Village will reimburse the foregoing costs to the District within thirty (30) days of the District providing to the Village an invoice for such services.

4. Any user fees or customer charges the Village may establish for utilization of the facilities on the Recreational Complex Parcel will not be imposed on the Board or Estero High School students during such times as the Board, Estero High School students or their guests or invitees are using the Recreational Complex Parcel for Estero High School interscholastic athletic activities.

5. During all such times that the Board is using the Recreational Complex Parcel, the Board is required to ensure that Board staff and volunteers are present to supervise and oversee such events, and to ensure all Board safety and conduct rules are followed. At all other times, with respect to Facilities, the Village is required to ensure that Village staff, Village

Contractor, and volunteers are present to supervise and oversee the use of the Facilities and to ensure all applicable safety and conduct rules are followed.

SECTION IV: DEFAULT

1. If either Party fails to materially fulfill its obligations under this Agreement that Party will be considered to be in default. The other Party to the Agreement shall provide written notice of the default and an opportunity to cure the default within thirty (30) days of receipt of said notice. If the defaulting Party fails to cure the default within said time period, the other Party may terminate this Agreement for cause by providing written notice of termination. Failure of either Party to exercise its rights in the event of any breach shall not constitute a waiver of such rights. Neither the Village nor the Board is deemed to have waived any failure to perform by the other Party unless such waiver is in writing and signed by the waiving Party.

SECTION V: NOTICE:

1. All notices or demands permitted or required under this Agreement are deemed to have been given or made when delivered in person and signed for or delivered by certified or registered mail, return receipt requested, postage prepaid, United States mail, and addressed to the respective parties as follows:

For the Village:
Village of Estero
Attn: Village Manager
9401 Corkscrew Palms Circle
Estero, Florida 33928

With Copy to:
Village of Estero
Attn: Village Attorney
9401 Corkscrew Palms Circle
Estero, Florida 33928

For the Board:
Operations Department
Attn: Director of Planning
2855 Colonial Boulevard
Fort Myers, Florida 33966

With Copy to:

Office of Superintendent
Superintendent of Schools
2855 Colonial Boulevard
Fort Myers, Florida 33966

With Copy to:

Office of Legal Services
School Board Attorney and
General Counsel
2855 Colonial Boulevard
Fort Myers, Florida 33966

The address to which any notice or demand may be given to either Party may be changed by written notice.

SECTION V: [Reserved.]

SECTION VI: MISCELLANEOUS:

1. The Parties represent and warrant that they have full authority to enter into and sign this Agreement. This Agreement and the Lease contain the entire agreement between the Village and Board with the transaction contemplated by such instruments, notwithstanding any verbal understanding, statements or prior writings or agreements to the contrary. The drafting of this Agreement has been a joint endeavor between the Parties and shall not, solely as a matter of judicial construction, be interpreted more strictly against one Party than the other. The prevailing Party in any action or proceeding in court to enforce any term of this Agreement shall be entitled to receive its reasonable attorney's fees and other reasonable enforcement costs and expenses from the non-prevailing Party. The invalidity of any provision hereof shall in no way affect or invalidate the remainder of the Agreement. All disputes arising under this Agreement shall be governed by the laws of the State of Florida. Any dispute arising hereunder shall be subject to, and all rights contained herein may be enforced through, an appropriate action in law or at equity brought in a court of competent jurisdiction located in Lee County, Florida; furthermore, **the Parties irrevocably waive their right to trial by jury in any legal proceeding arising under this Agreement**. No modification or amendment of this Agreement shall be valid and binding on the Board or the Village unless it is in writing and executed by or on behalf of the Board and the Village. The terms and conditions of this Agreement shall extend to and bind any successor entity of the Parties hereto.

SECTION VII: DISPUTE RESOLUTION

1. As a condition precedent to a Party bringing any suit for breach of this Agreement, that Party must first notify the other Party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both Parties. The existence of a dispute shall not excuse the Parties from performance pursuant to this Agreement. This remedy is supplemental to any other remedies available at law. In the event of any dispute hereunder, the prevailing Party shall be entitled to recover all costs and expenses incurred by it in connection with the enforcement of this Agreement, including all attorneys' fees and costs in connection therewith.

SECTION VIII: GOVERNING LAW; COMPLIANCE WITH LAWS; VENUE

1. This Agreement will be interpreted and enforced in accordance with Florida law. The parties agree that they shall comply with all applicable federal, state, and local laws, ordinances, and codes, including but not limited to the Florida Building Code and the Americans with Disabilities Act. Venue for any action brought hereunder shall be proper exclusively in Lee County, Florida.

SECTION IX: [Reserved.]

SECTION X: ASSIGNMENT

1. No assignment, delegation, transfer, or novation of this Agreement or part thereof, shall be made by either Party unless approved by both the Board and the Village.

SECTION XI: MODIFICATIONS

1. This Agreement may be modified or amended only by mutual written consent of the Parties; provided, however, scheduling and uses of the Facilities by the District will be regularly changing and amended and are not considered amendments to this Agreement but simple and ongoing calendars that will be maintained by Staff of both Parties, and as such, do not require a mutually signed writing to be effective and enforceable.

SECTION XI: NON-DISCRIMINATION

1. The Parties shall not unlawfully discriminate against any individual on the basis of his or her race, age, religion, ancestry, color, ethnicity, gender, national origin, marital status, familial status, disability, sexual orientation, genetic information, or gender identity or expression with respect to any activity occurring or under this Agreement.

SECTION XII: RELATIONSHIP TO THE PARTIES

1. The Parties hereto acknowledge that their relationship is that of independent contractors. No employee of either Party shall be deemed an employee of the other Party. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

SECTION XIII: NO THIRD-PARTY BENEFICIARIES

1. This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

2. All parties are in mutual agreement with the terms of this Agreement as evidenced by the signatures below. This Agreement will be effective upon authorized signature of each party's representative.

3. This Agreement will inure to the benefit of and be binding upon the Board and Village and their respective legal representatives, successors, and permitted assigns.

SECTION XIV: SECTION AND PARAGRAPH HEADINGS

1. The section and paragraph headings contained in this Agreement are for purposes of identification only and are not to be considered in construing this Agreement.

SECTION XVI: FORCE MAJEURE

1. Non-performance by either Party shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, pandemics, third party governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("**Force Majeure**"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

SECTION XVII: INDEMNIFICATION

1. Village shall indemnify and save harmless Board from and against any and all claims, suits, actions, damages, and/or causes of action arising during the term of this Agreement for any personal injury, loss of life and/or damage to property sustained in or about the Recreational Complex Parcel or the appurtenances thereof and from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claims, investigations thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgements, or decrees which may be entered in respect thereto, except resulting directly from any Lessor Uses (as defined in the Lease). Village is expressly not required to indemnify or defend Board for any claims or losses resulting directly from any Lessor Uses, unless such claim or loss is a result of Village's negligence or intentional act.

Notwithstanding the indemnification of the Parties by each other, neither Party waives its respective limitations on liability as to all other third parties provided for in Florida Statutes § 768.28.

SECTION XVIII: PUBLIC RECORDS

1. Both Parties are subject to Florida's Public Records Act, Chapter 119, Florida Statutes. Each party shall keep and maintain public records in connection with this agreement and shall ensure that public records that are exempt or confidential shall not be disclosed except as authorized by law. Upon request from the respective party's

custodian of records, the other party shall provide the requested records or allow for inspection within a reasonable time as provided by law.

For the Village:

IF THE SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SCHOOL BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-221-5035, records@estero-fl.gov or by mail Village of Estero – Village Clerk, 9401 Corkscrew Palms Circle, Estero, FL 33928

For the Board:

IF VILLAGE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VILLAGE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-461-8420, PublicRecords@leeschools.net **OR BY MAIL: Lee County School Board – Public Information Coordinator, 2855 Colonial Blvd., Fort Myers, FL 33966.**

SECTION XVIII: ENTIRE AGREEMENT

1. This Agreement constitutes the entire agreement between the Board and the Village concerning the purposes outlined herein and shall supersede and control any or all prior Agreements or understandings, either written or oral, relating to the matters herein.

SECTION XIX: EXECUTION IN COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures appear on following pages.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized representatives on the respective dates it is adopted by their respective governing boards.

_____	Samuel Fisher	_____
Jon McLain		
Mayor		Board Chair
Attest:		**Attest**:
_____		_____
Carol Sacco		Christopher S. Bernier, Ed.D.,
Village Clerk		Superintendent of Schools
		Approved as to Form and Legal Sufficiency As to The School Board of Lee County, Florida, Only:
		_____
		Kathy Dupuy-Bruno, Esq.
		School Board Attorney and General Counsel

EXHIBIT "X"- MAP OF AREA

"Map of area of Estero HS to be leased by the Village"
(current 43 Acres potentially to expand to 54 to include Football/track and Tennis)

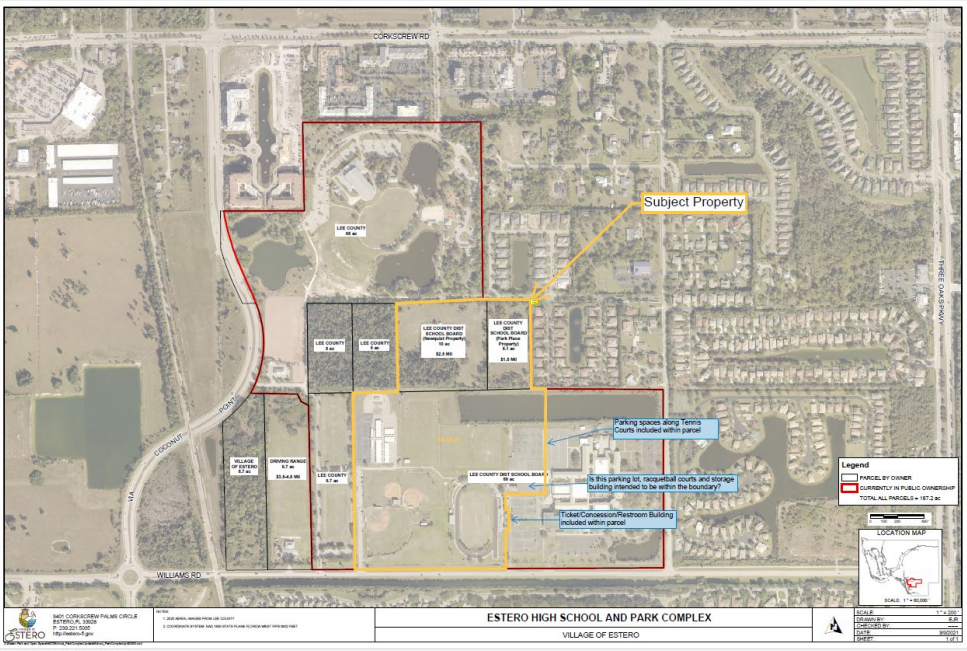


EXHIBIT "B" USE SCHEDULE

To be completed. Only outline of some aspects included.

The Village may use the Facilities during that period that begins thirty minutes before the school day commences and ending 30 minutes after the school day ends ("**School Hours**"); provided, however, with respect to the track and the football fields, which may only be used during School Hours by the Village with the prior written consent of the Estero High School principal or the Estero High School athletic director, which consent may not be unreasonably withheld, conditioned, or delayed.

EXHIBIT “X” FINAL SITE PLAN

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
January 24, 2024

Agenda Item:

Update on Development Projects in Estero

Description:

Community Development staff will provide a status update on development projects in the Village, including those that have been recently completed or under construction, as well as pending and future projects.

Financial Impact:

No direct financial impact for workshop, but these projects will contribute to the Village's tax base.

Attachment:

1. PowerPoint Presentation


UPDATE ON DEVELOPMENT PROJECTS
VILLAGE COUNCIL WORKSHOP
JANUARY 24, 2024

AGENDA

- PROJECTS UNDER CONSTRUCTION & RECENTLY COMPLETED PROJECTS
- NEW BUSINESSES & REMODELS
- FUTURE PROJECTS
- WHATEVER HAPPENED TO…?
- SUMMARY



2

PROJECTS UNDER CONSTRUCTION & RECENTLY COMPLETED



THESE PROJECTS HAVE BEEN REVIEWED BY:

PLANNING ZONING & DESIGN BOARD

- Development Orders
- Monument Signs
- Rezonings (Recommendations to Council)

VILLAGE COUNCIL

- Rezonings (Decision)
- Plats

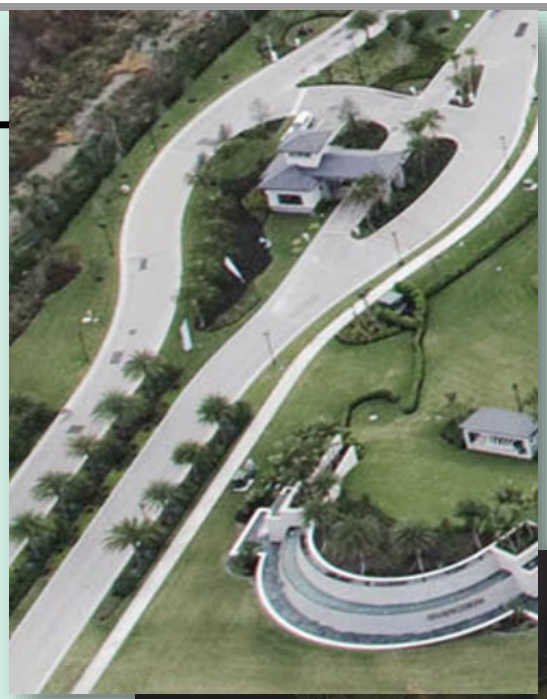
4

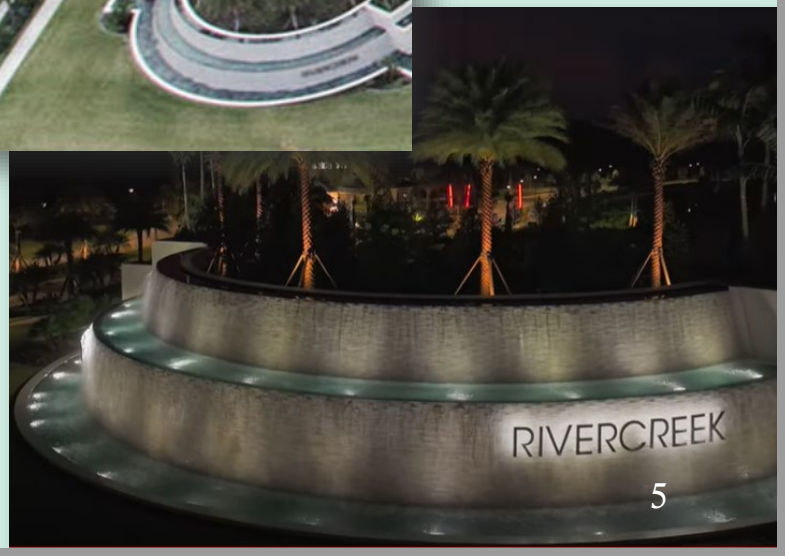
RIVERCREEK ON CORKSCREW ROAD

EAST OF WILDCAT RUN

(FORMERLY KNOWN AS CORKSCREW CROSSING)

FRONT ENTRANCE COMPLETED





5

RIVERCREEK





GL Homes – 554 residential sites on 400-acres with a 200 acre preserve area.

Developer financial contribution to Village for Environmental Mitigation



6

RIVERCREEK

345 HOMES SOLD TO DATE

CONSTRUCTION STARTED ON CLUBHOUSE AND RECREATION SITE.







ESTERO CROSSINGS

43-Acres located on Corkscrew Road west of I-75



View from Corkscrew Road looking south



Mixed Use Planned Development

- **Stock Development**
- **300 Multi-Family Residential Units - Corsa**
- **60,000 sq. ft. Commercial along Corkscrew Road**
- **15,546 sq. ft. included on1st floor of building #6 (Vertical Mixed-Use)**

8


ESTERO
CROSSINGS
Placemaking Elements
Art Sculpture
Paseo
9

OUTDOOR SEATING







10

CORSA

ESTERO CROSSINGS RESIDENTIAL





11

ESTERO CROSSINGS BUILDING #6

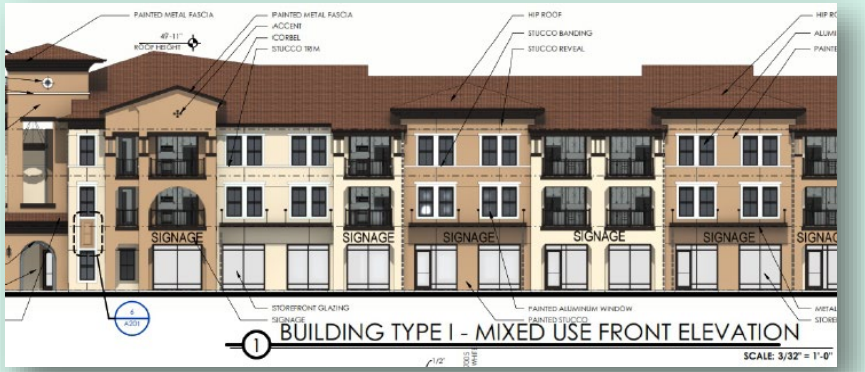




MIXED USED PERSPECTIVE - PATTERN BOOK

Residential Building with 1st Floor Commercial Coming Soon

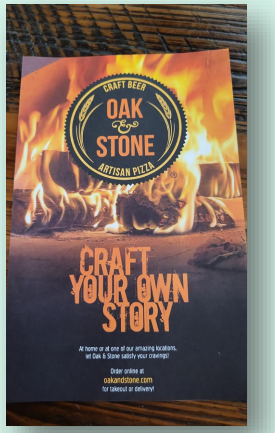
- My Salon
- Ivybrook Academy
- And more…



12





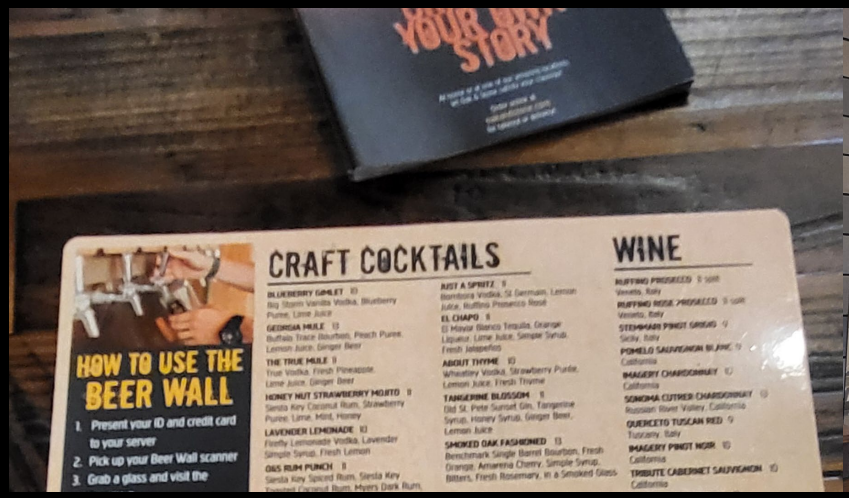


OAK & STONE RESTAURANT

NOW OPEN!!!!

PROVIDING INDOOR & OUTDOOR SEATING

13





OAK & STONE – NOW OPEN!
50 KINDS OF DRAFT BEER!

14

ORANGETHEORY & RESTORE HYPER WELLNESS





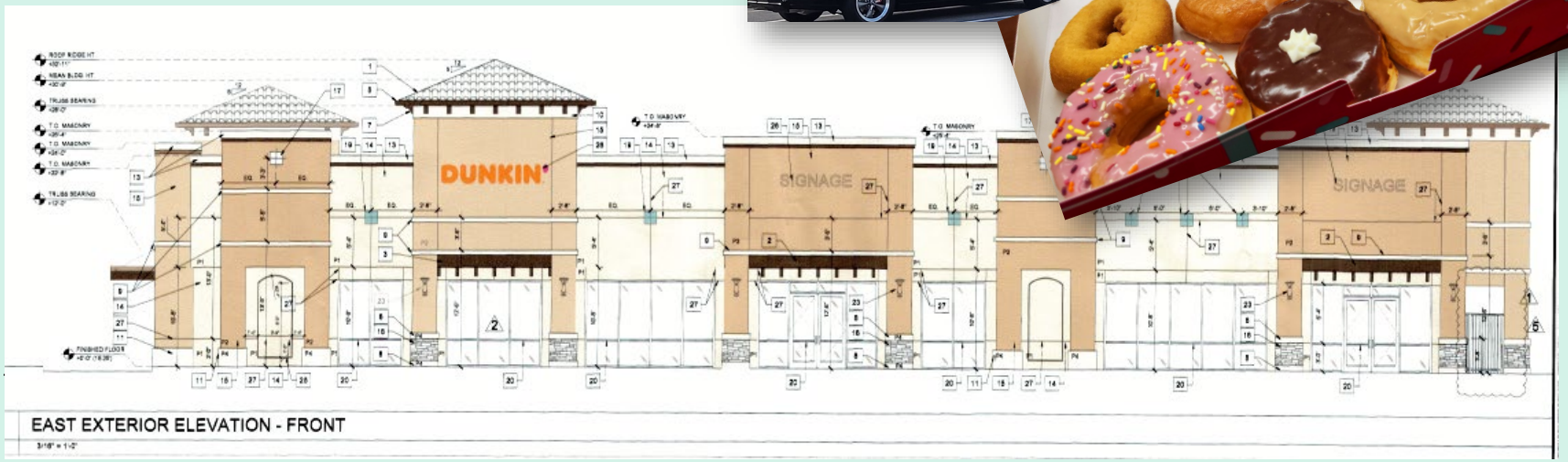
CHIP COOKIE

15

ESTERO CROSSINGS

Last commercial building along Corkscrew Road





16

WAWA (FORMER RUBY TUESDAY)

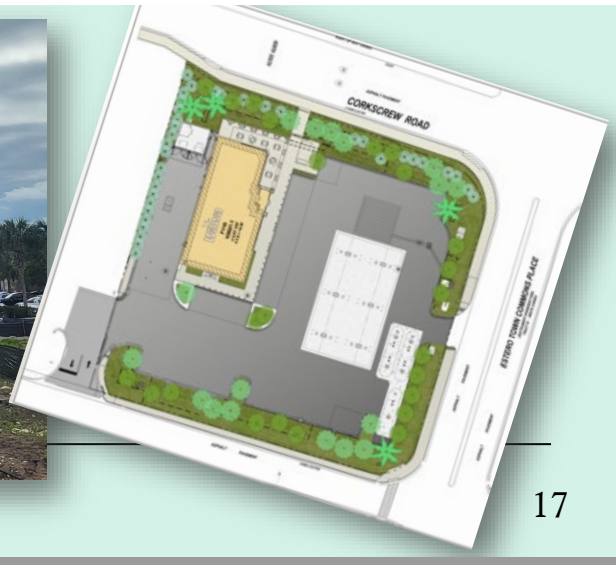
Corkscrew Road (Lowe's Plaza)

DEMOLITION COMPLETED



* Proportionate share of traffic signal paid





Status: Development Order approved November 2023
Building Permit under review

17

EYEBUILD

FORMERLY GINSBERG EYE

East of Village Hall on Corkscrew Road



14,952 ± Sq. Ft. building



Consistent *Architectural Theme* in office park

18

THE SHOPPES AT UNIVERSITY HIGHLANDS

BEN HILL GRIFFIN PARKWAY NORTH OF MIROMAR OUTLETS MALL





LEE HEALTH



20,820 sq. ft. Comprehensive Care Center

Providing family medicine, imaging, lab services & adult rehabilitation

- Architecture is consistent with Lee Health design and shopping plaza

20







THREE60 WINE

COMING SOON

Three60 Wine at the Shoppes University Highlands

21

SPRING RUN CLUBHOUSE
LOCATED OFF COCONUT ROAD



Expansion of Clubhouse, Outdoor Bar/Dining, Pool Restroom & Bocce Ball Court



Residential Project

22

MILAN VILLAS
10-ACRE SITE

Located on Three Oaks Parkway and Williams Road



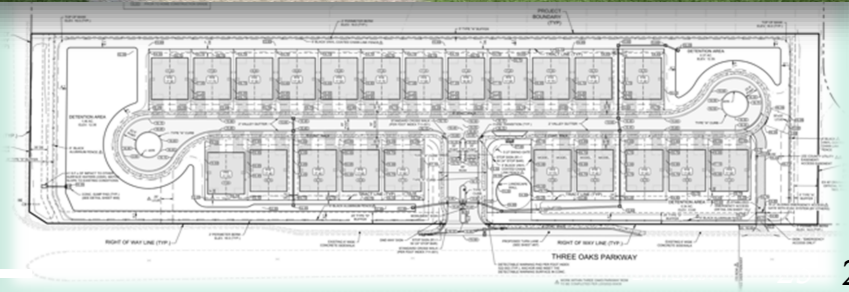
Rezoned from Commercial to Residential



DR Horton

44 Single-Family Attached Homes





23

WEST BAY CLUB – THE ISLAND





West of US 41 – end of Williams Road



Fill process scheduled to start in May

High Rise Building

Approved Zoning & Development Order

Status: Erosion control fencing installed

DOWNTOWN ESTERO MIXED USE PROJECT

Status: New owner - Land clearing under way





US 41 & Broadway



- 310 DWELLING UNITS
- COMMERCIAL PARCEL ALONG US 41
- 10 TOWNHOMES NOW UNDER REVIEW

25

VILLAGE OF ESTERO IDENTIFICATION SIGNS

THREE OAKS PARKWAY SIGN AT SOUTHERN BOUNDARY



1 of 3 CONSTRUCTED

26



NEW BUSINESSES AND REMODELS

27

PROJECTS REVIEWED BY PZDB

- Exterior Renovation
- Monument Signs
- Repaint Permits (Change in Color Schemes)

PROJECTS REVIEWED BY STAFF

- Interior Remodels
- New Business – Use Permits
- Wall Signs
- Repaint Permits (Similar Colors)

28

TRENDS



2023 Gas Station Gourmet

2024 Health & Wellness



29

MEDICAL REJUVENATION

Corkscrew Palms on Corkscrew Road

VITAMIN IV THERAPY
and more



AEON
REGENERATIVE & AESTHETIC MEDICINE



REHABILITATIVE MEDICINE

Galleria on Corkscrew Road

30

FACE FOUNDRIE

LOCATED IN COCONUT POINT MALL





EDISON EYE CARE

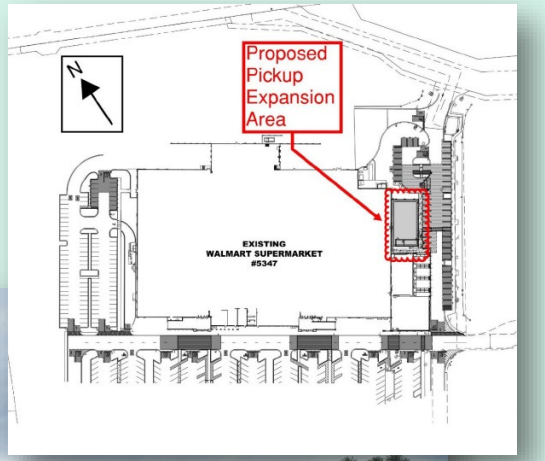
LOCATED IN THE SHOPPES AT UNIVERSITY HIGHLANDS

31

WALMART EXPANSION

NE CORNER OF US 41 AND ESTERO PARKWAY

- 5,800 sq. ft. addition to south side of building
- Development Order under review





32

Commercial Remodel

810 BILLIARDS

MIROMAR OUTLETS formerly Neiman Marcus "Last Call"

- Renovation Building permit issued
- Currently completing the interior demolition
- Billiards, Bowling, Ax Throwing, Golf, and Food and Drinks



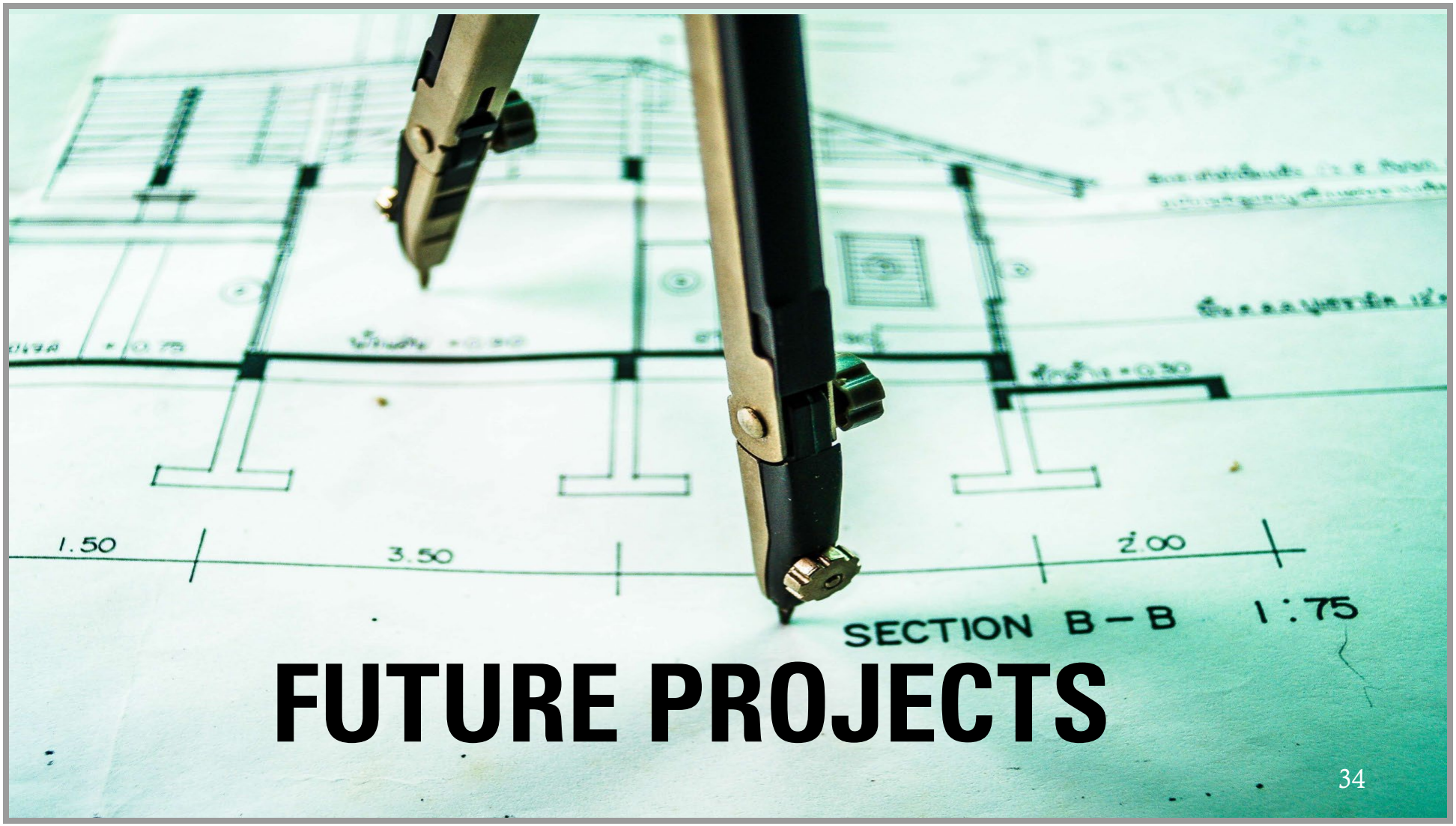








33



FUTURE PROJECTS



MARKETPLACE PROJECT

Miller's Ale House, McDonalds, Starbucks & Retail Stores

35

HILTON GARDEN INN

2.16 ACRE PARCEL SOUTHEAST FROM THE MARKETPLACE







Status: Building Permit under review

Development Order Approved for 70,800 square feet - 115 room, 5-story hotel

36

ABBIATI DENTAL OFFICE BUILDING

US 41 & Fountain Lakes Boulevard



Development Order approved for 10,000 Sq. Ft. dental/medical and 1,950 sq. ft. general office

37

Goodwill Industries of Southwest Florida, Inc.

RELOCATING TO SE Corner of Corkscrew Road & Three Oaks Parkway







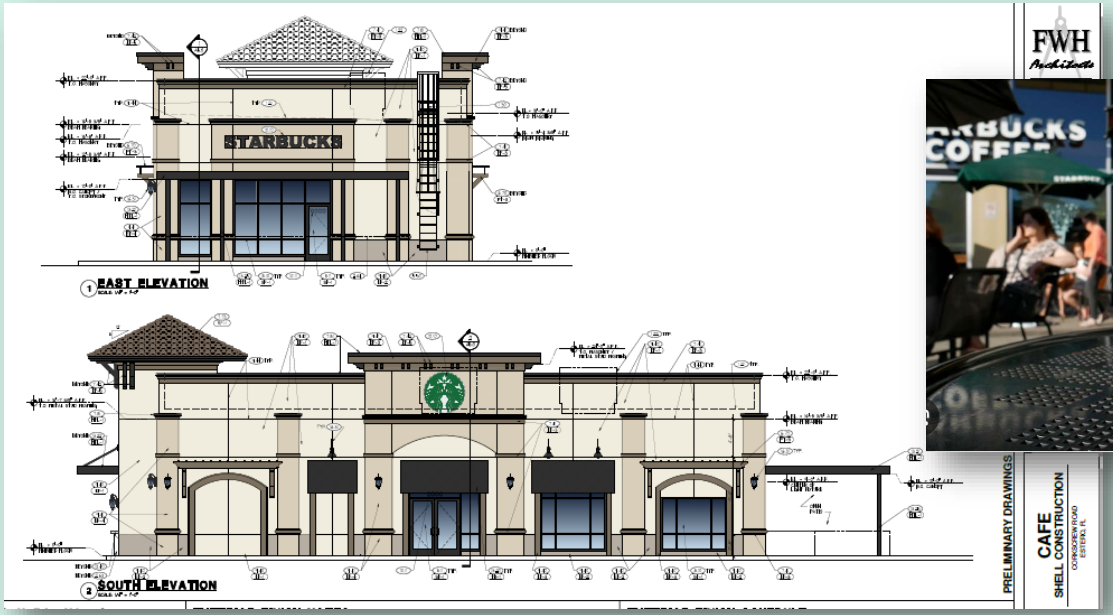
GOODWILL INDUSTRIES

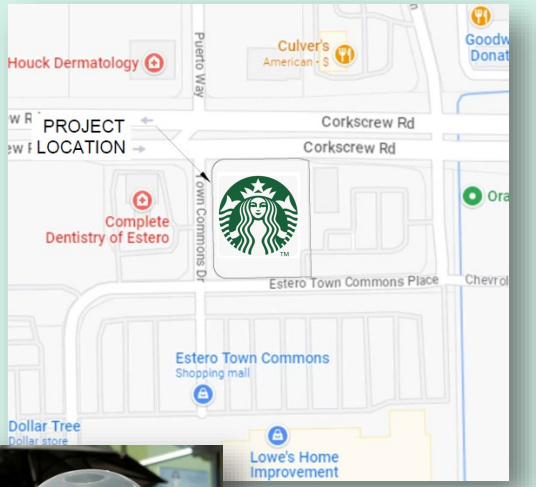
- Development Order approved by PZDB
- Replat under review – goes to Council
- Applicant paid proportionate share of traffic signal
- Small preserve in NW corner
- Heritage Tree Preservation

38

STARBUCKS

1.5-acre Parcel on Corkscrew Road (LOWE'S PLAZA ADJACENT TO WAWA)







Status: Development Order submitted January 2024

39

COMING SOON
CULVER'S AT COCONUT POINT

LOCATED AT US 41 & PELICAN COLONY BOULEVARD ON US 41







- Development Order Approved
- Building Permit approved January 2024

40

PROPOSED DAY CARES & PRE-SCHOOLS

GODDARD SCHOOL

SE Corner of Quente Way & Three Oaks Parkway

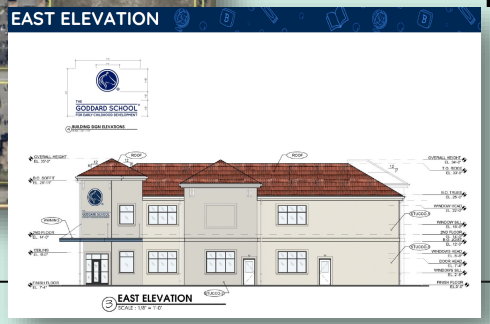


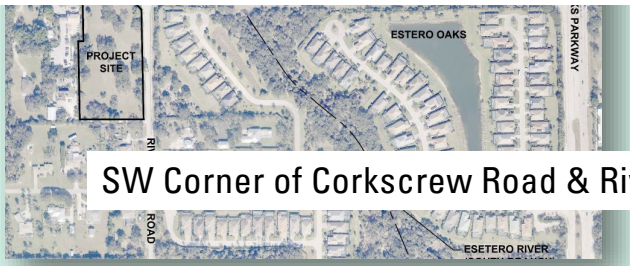
2-STORY 14,190 SQ. FT.

EARLY DEVELOPMENT SCHOOL

STATUS: Both held PIMs at PZDB – Coastal Palms Academy submitted Development Order January 17, 2024







SW Corner of Corkscrew Road & River Ranch Road

COASTAL PALMS ACADEMY

3.84-ACRES

14,700± SQ. FT. DAYCARE/PRE-SCHOOL

41

HOME2 SUITES 4- STORY, 111 ROOM HOTEL

STATUS: PIM held at PZDB December 2023 – No applications

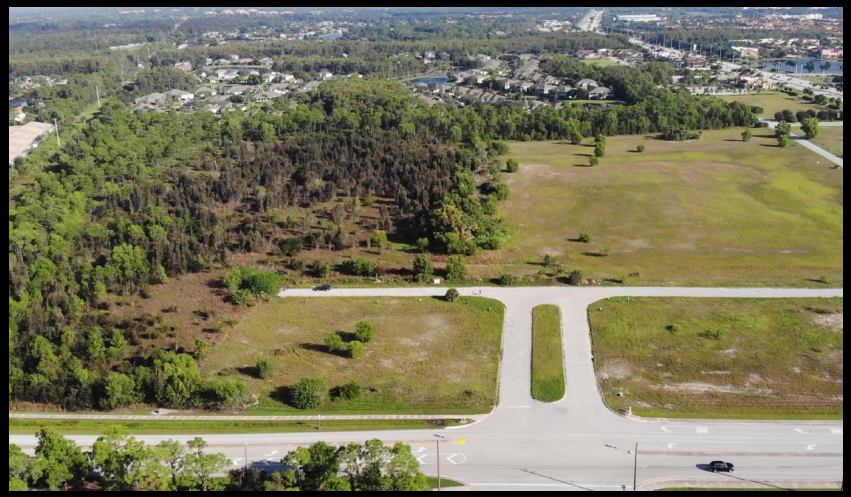






2.37-acres at Coconut Point Mall between the cinema and Via Coconut

42





WOODFIELD

40-ACRES NW CORNER OF US 41 & COCONUT ROAD

Rezoning to Estero Planned Development approved July 5, 2023

43



- 42,000 sq. ft. of office, including medical office
- 62,000 sq. ft. of retail
- 20,000 sq. ft. of dining
- Civic space
- 260-room hotel
- 596 residential units

WOODFIELD – MIXED-USE DEVELOPMENT

STATUS: Development Order for 1st phase submitted January 2024

44



175-Foot-Tall Monopole



Status: Zoning Amendment under review - Balloon test conducted January 2024

BELLA TERRA CELL TOWER

PROPERTY OWNED BY BELLA TERRA



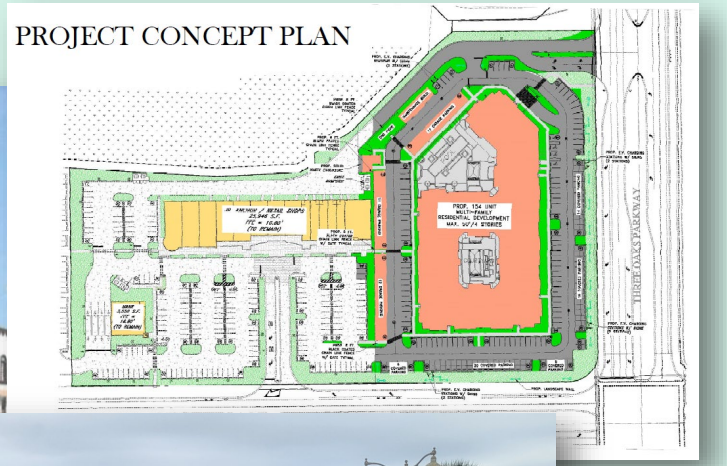
45

COCONUT POINT RESIDENCES

AT BROOKS TOWN CENTER

Status: Building Permit submitted December 2023







Demolish Winn Dixie
Construct 154 Unit Multi-family Building

46

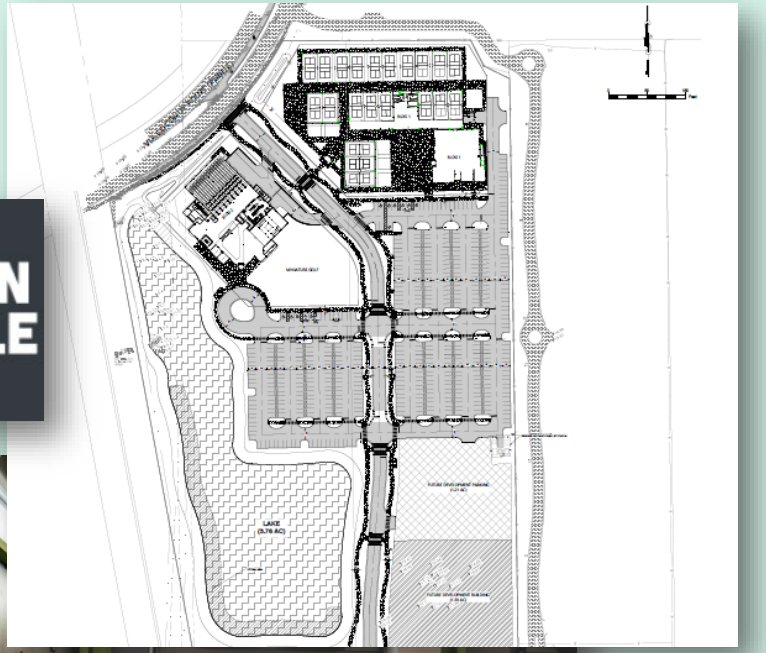
VILLAGE PROPERTY

HIGH 5

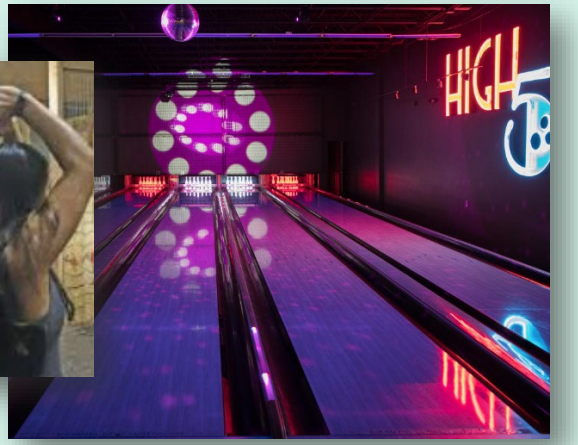
CHICKEN N PICKLE

20± Acres north side of Williams Road, east of Via Coconut Point & railroad ROW

- Rezoning Approved
- Development Order in process

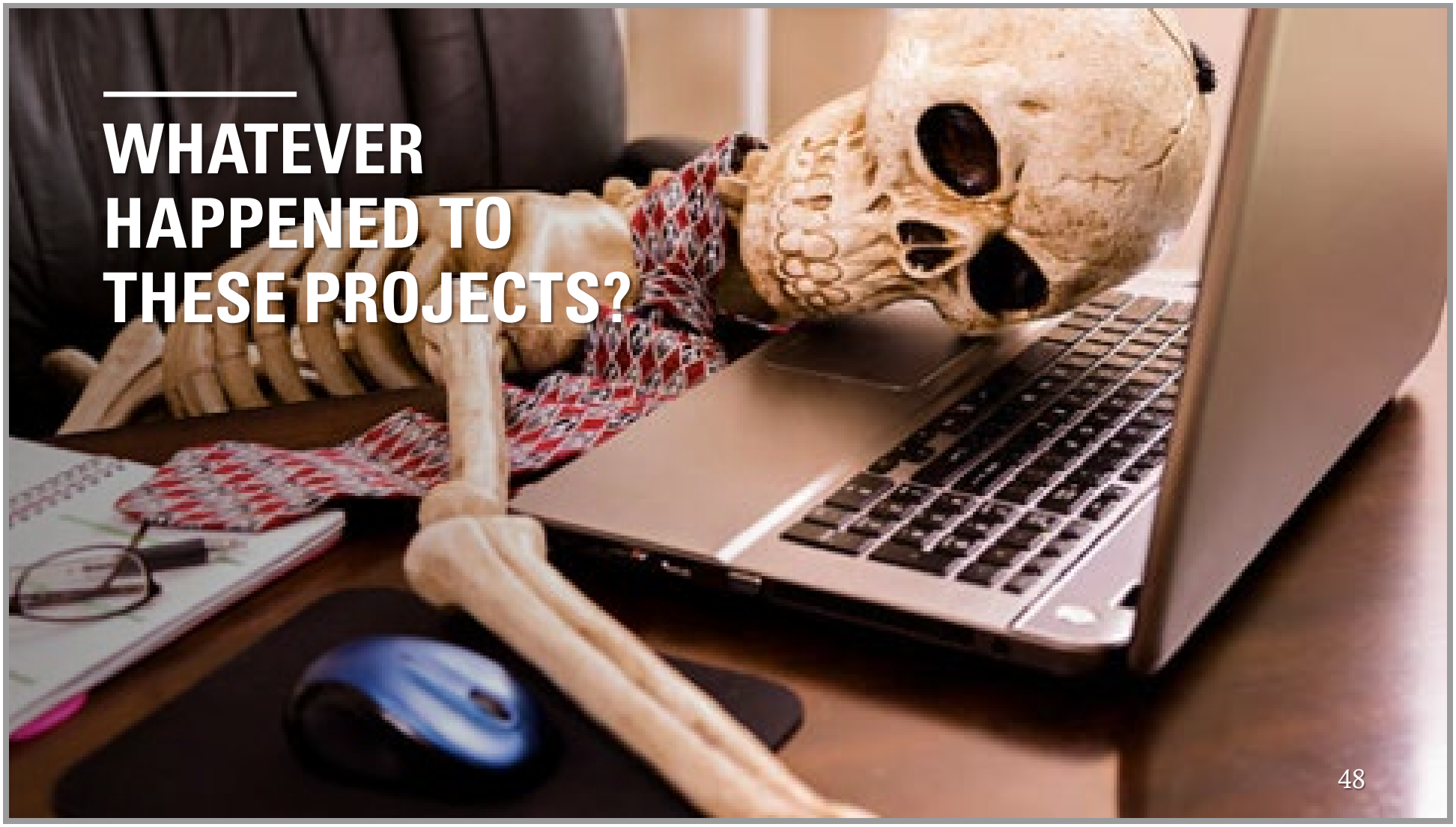








47


WHATEVER
HAPPENED TO
THESE PROJECTS?
48

PHOENIX SITE
PLAZA DEL SOL CPD

North of Corkscrew Road

Currently Zoned for Assisted Living Facility





PROPOSED ZONING AMENDMENT

- Change in site plan for Parcel G East
- Change in use from Assisted Living Facility to:
  - Mix of Self Storage, Commercial and Hotel
  - Zoning Amendment submitted January 17, 2024





49



Status: Zoning Amendment PIM held December 2023

COLONNADE

NE Corner of Corkscrew Road & Sandy Lane

21 Acre Site under contract – Toll Brothers
Approved as a Continuing Care Facility
New Proposal for 171 Townhomes

50

PAVICH OFFICE BUILDING

- **Council approved Rezoning**
- **9,000 sq. ft. building**
- **Applicant has withdrawn Development Order August 2023, due to economy**

On Corkscrew Road - West of Via Coconut





51

GENOVA SINGLE-FAMILY

CORNER OF CORKSCREW ROAD & VIA COCONUT

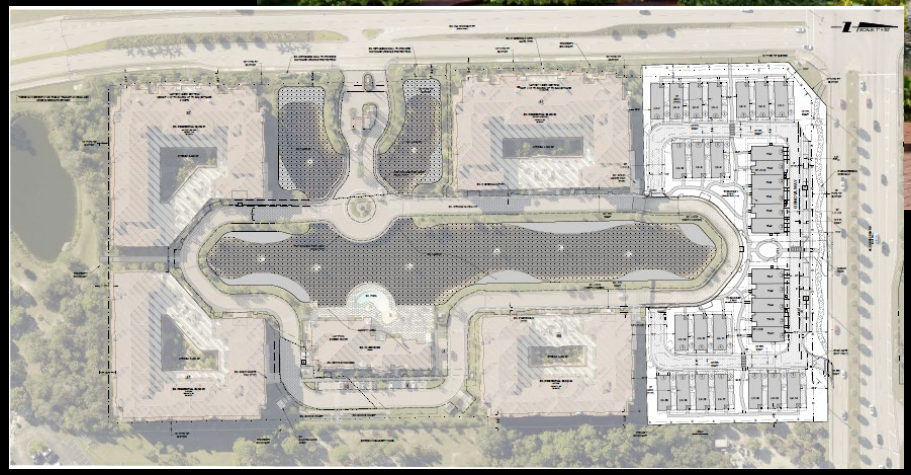
31 ATTACHED VILLAS & TOWNHOMES

ZONING AMENDMENT APPROVED

DEVELOPMENT ORDER APPLICATION SUBMITTED NOVEMBER 2023

FINAL PHASE





52


VIA COCONUT
ACROSS FROM GENOVA
DEVELOPMENT ORDER
APPROVED JULY 2023
Mixed Use Development
• Multi-Family & Commercial
• Main Street Area
Status: Applicant proposing revisions to site plan
53

OLD POST OFFICE

8111 BROADWAY E.



1 acre site east of US 41

- Rezoned from AG to Commercial Planned Development
- Development Order approved for redevelopment of 4,800 sq. ft. building





Status: Property Recently Sold-Applicant has submitted revisions to plan

54



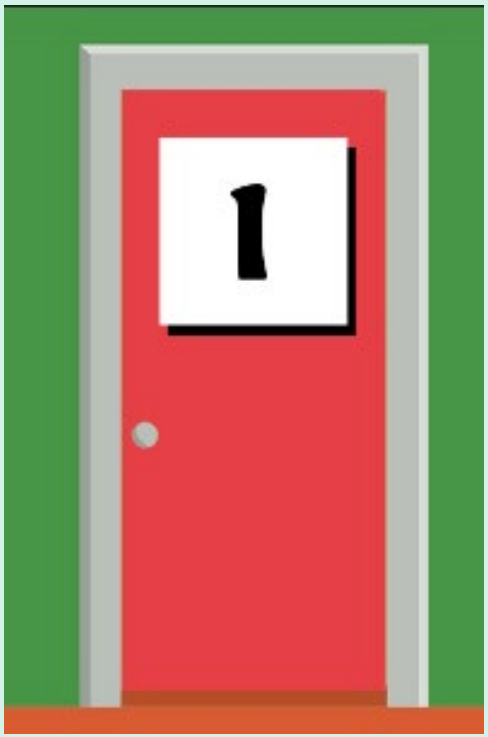
NORTH POINT - HCA

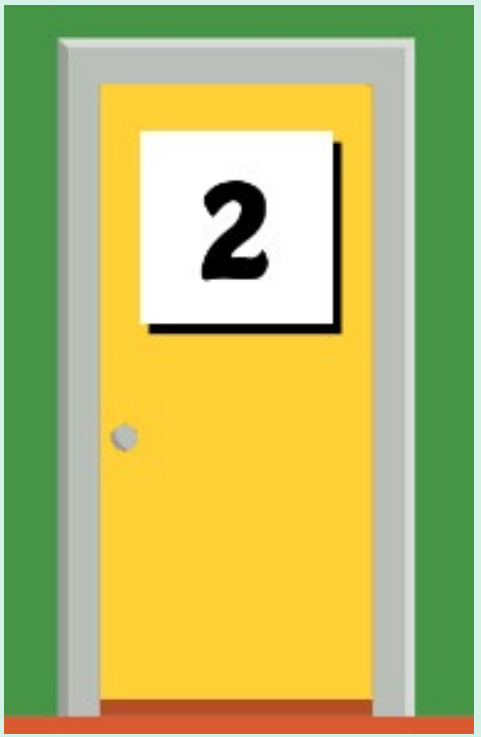
- ± 100-acres
- NE corner of US 41 & Williams Rd.
- Mixed Use – Village Center Land Use
- No application submitted

?

55

POP QUIZ ?





57



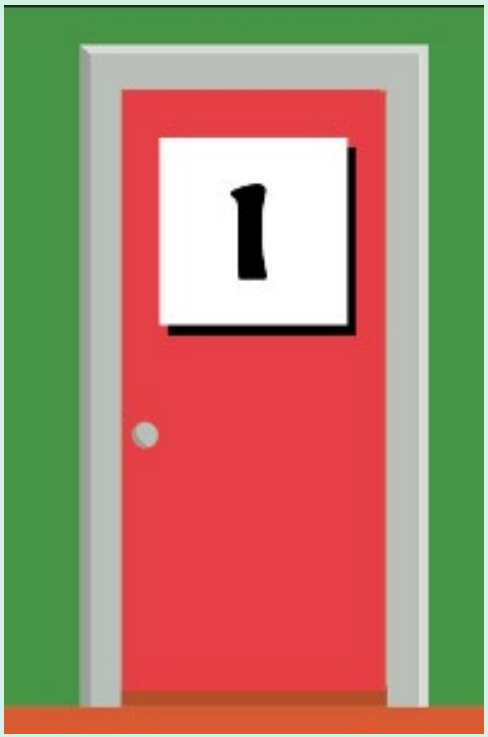
Estero Location

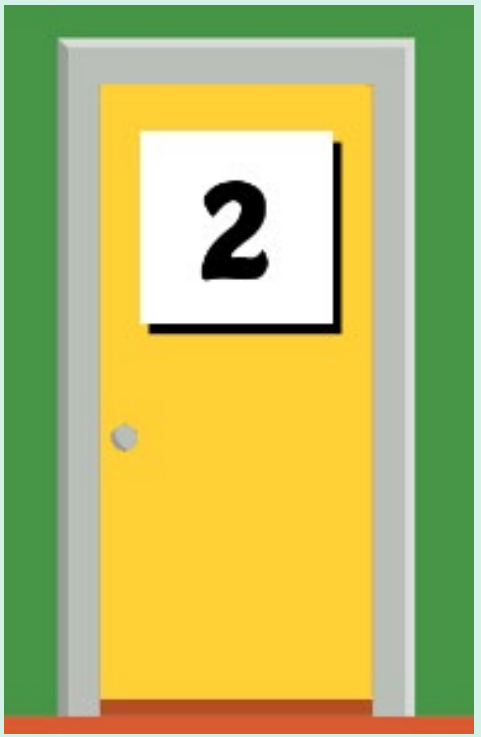
58



Not in Estero

59





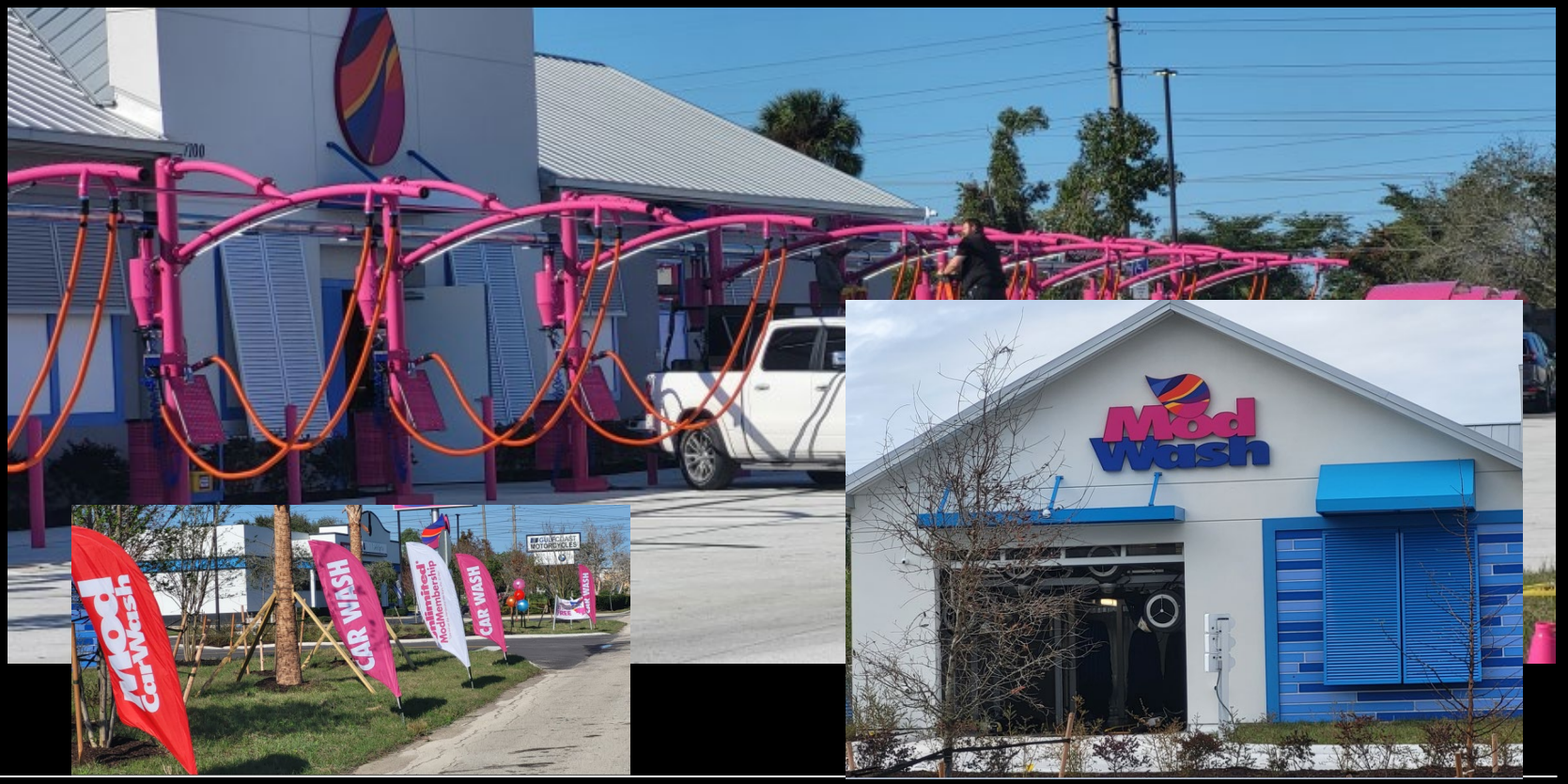
60





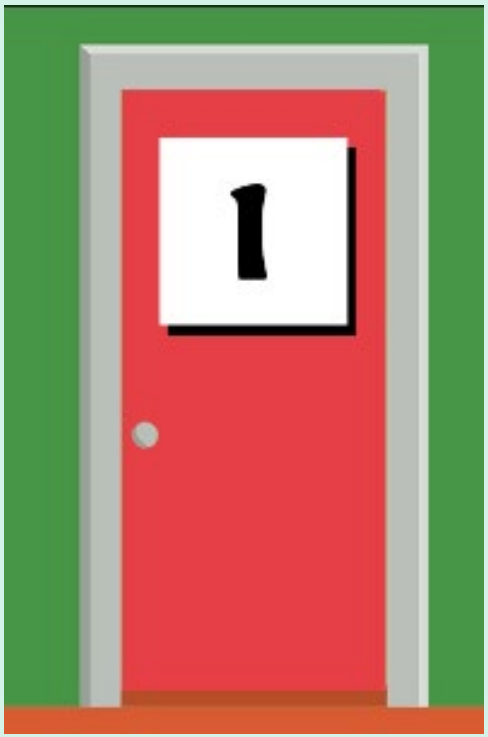
Estero Location

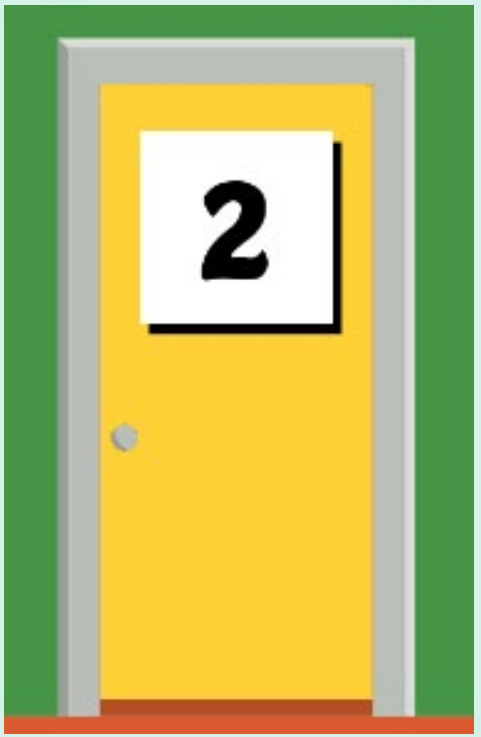
61



Not in Estero

62





63


COBSA
AT ESTERO CROSSINGS




SKY FOOD MART


STOP
AutoZone


ACE
Sunshine Hardware
AutoZone
PHARMACY
cricket


CAR WASH
CAR WASH

64

Conclusion
Village Code and Review by PZDB:

- Makes a Significant Difference
- Results in High Quality Projects
- Retains Village Character

65

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
January 24, 2024

Agenda Item:

Planning, Zoning and Design Board Annual Report

Description:

The Planning, Zoning and Design Board has provided Council an annual report with a status on different projects that have been reviewed over the year. A report for 2023 is attached for Council's review. Scotty Wood, the Chair of the PZDB, will attend the meeting.

Financial Impact:

No impact.

Attachment:

1. 2023 Annual Report

VILLAGE OF ESTERO, FLORIDA

Planning, Zoning & Design Board

2023 Annual Report to the Village Council

INTRODUCTION

The Village of Estero Planning, Zoning & Design Board (PZDB) serves as the Village's State required Local Planning Agency. The PZDB is responsible for conducting all public hearings on zoning requests for proposed Estero land developments and then makes recommendations to the Village Council and/or takes actions itself on variances, deviations, development orders and special exceptions. Also, in its role as the overseer of the design and review of approved developments and portions thereto, all Development Order applications must be reviewed and acted upon by the PZDB, independently of the Village Council. The PZDB usually meets monthly (13 meetings were held in 2023) to review and decide action items and to conduct workshops and Public Information Meetings (PIM). A PIM is a session where applicants can make presentations, questions can be asked by the public or the Board, but no decisions are made. Public input is invited and encouraged at all PZDB meetings. The PZDB is directly accountable to the Village Council. The Board members serve staggered terms. Currently, the District 3 Village Councilmember, who is also the Mayor, serves as the liaison to the PZDB. The Village Director of Community Development and staff provide necessary staff support, field studies, developer/owner dialogue and reports and recommendations to the PZDB. The Village has also retained a prominent land use attorney who advises the PZDB on all legal matters that come before the PZDB. The efforts of Village staff and the land use attorney are immeasurably helpful to the PZDB, enabling it to conduct its assigned responsibility.

THE GOAL OF THE PZDB

Under Florida Statutes, landowners have the right to develop their properties on a basis that complies with local and state statutes, codes and ordinances. The PZDB has the goal of overseeing the development, redevelopment and other changes to various properties within the Village in such a way that Estero grows responsibly. This means that proposals need to be consistent with the Village's Comprehensive Plan and Land Development Code (LDC) and are consistent or complementary with the values and design concepts that Estero created over a continuum predating its incorporation in 2014 and continuing as an incorporated government. The Comprehensive Plan identifies what is important to Estero's residents, and these items are contained in the Plan's Vision Statement and other portions of the Plan.

PZDB activity also includes monitoring and planning to make sure that the Village infrastructure is able to support new development without overtaxing existing infrastructure. The PZDB, being the Local Planning Agency under the State of Florida Community Planning Act, recommends to the Village Council, after review of land development regulations and development proposals, whether they are consistent with the Village Comprehensive Plan. In concert with the Village Council and staff, the PZDB properly evaluates development proposals' effect on infrastructure

and makes necessary recommendations to the Village Council to ensure that Village growth occurs responsibly and in a fashion that maintains the safe and efficient operation of the Village. When landowners and their developer partners seek to develop, they must have approved zoning, apply for a Development Order, and receive approval from the PZDB prior to obtaining a building permit. The PZDB seeks to effectively serve several constituencies. First the residents, second the Village Council, and third, landowners who wish to develop or redevelop properties within the Village.

PZDB PROCESS

The PZDB reviews a wide variety of requests from landowners, developers or their representatives. These items range from minor changes to reviewing complex zoning change proposals and Comprehensive Plan Amendments.

The PZDB conducts zoning and Development Order public hearings in a quasi-judicial capacity. Quasi-judicial hearings occur regarding site-specific zoning and Development Order applications. The purpose of a quasi-judicial procedure, which is somewhat more formal than normal public hearings, is to assure due process to all concerned parties and to bring evidence to the PZDB (and ultimately the Village Council) that allows the PZDB to apply the existing adopted regulations/policies/requirements to a specific application (i.e., to determine whether the application for the requested action meets the existing requirements). Presenters and witnesses are sworn in and the members of the Board must disclose any ex-parte communications and any conflicts of interest. The hearing is open to the public with public comment encouraged either in person or by correspondence. Witnesses are subject to cross-examination.

PZDB RULES OF PROCEDURE

With the assistance of the Village Director of Community Development and the Village Land Use Attorney, the PZDB developed formal rules of procedure that it follows as it considers zoning applications, Development Order applications, and other matters. These rules were adopted pursuant to the authority of the Village LDC, Section 2-302.A.10. The purpose of these rules of procedure is to provide for the orderly conduct of the business of the PZDB. They are intended to ensure a reasonable and consistent process, to promote the orderly and efficient conduct of public proceedings, and to ensure the fair and impartial treatment of each person who appears before the Board. It should also be noted that the Board is scrupulous in its adherence to the Florida “Sunshine Laws”, and deviations from those laws are not tolerated in any way.

Once the Board has completed its review of a matter heard in any quasi-judicial proceeding, the Board’s decision or recommendation shall be based on competent substantial evidence in the record of the proceeding, public input, staff input, and the applicable law. Should any application be denied, the Board shall state its findings regarding the criterion or criteria that are not met.

2023 PZDB ACTIVITY

When the Board or Council approves an application for development, it can take several years for the approved development to be completed. In addition, Estero, like most of Florida, is a rapidly growing community experiencing high demand for quality residential development thus

creating an environment where multiple projects are underway simultaneously. There are numerous developments in various stages ranging from initial land acquisition, planning, application submission, zoning approval, Development Order approval, permitting and construction.

In our 2022 Annual report we noted that "It is not possible to accurately predict how, if at all, recent high inflation, higher loan interest rates, supply chain issues or Hurricane Ian aftermath will impact Estero's development. It is a fact that Estero is a strong, highly regarded and desirable place to live and work."

Despite the uncertainty, 2023 development and infrastructure activity was robust. Developers recognized a demographic trend towards smaller residential and/or rental products. Multi family, rental apartments, town homes and even hotel projects constituted the majority of residential development. Estero is now 90% developed. The largest undeveloped parcel is 100 acres in size, located east of US41 and north of Willams Road.

The commercial/retail side saw several new projects approved including restaurants, banks, office, medical office, and day care. The largest approved development is the Woodfield project located on 46 acres immediately west of US41 and north of Coconut Road, directly across from the Coconut Point Mall. It will be a mixed-use development that includes retail, office and residential.

Renovations and/or expansions were approved for several existing residential communities including expansion of pickleball court facilities and renovation of clubhouses, amenity centers and parking facilities.

The Village approved plans to develop the South portion of Estero River Park as a low impact park setting featuring scenic walking trails. Also approved were designs for Village entrance signage that will greet individuals as they enter Estero.

The Village also developed and the PZDB approved plans for the 19-acre tract of Village owned land on the north side of Williams Road just east of Via Coconut. This property will be utilized for indoor and outdoor recreation featuring new Pickleball courts, indoor recreational activities and restaurants operated by private partners.

PROJECTS OUTSIDE THE VILLAGE

There are several projects in Lee County and the City of Bonita Springs that will affect the Village and are worth noting:

Corkscrew Road Area East of I-75:

The Place at Estero, 2,895 residential units; Wild Blue, 2,064 residential units; Verdana Village, 2,400 residential units and commercial; Corkscrew Shores, 1423 units; Kingston, 10,000 residential units and commercial; Florida Farm Development (FFD), 5208 units. These projects total 24,000 new residential units and will have significant traffic impacts. Corkscrew Road is a county-maintained road and the Village will coordinate with Lee County to accommodate the

anticipated traffic flow from these non-Estero developments.

Coconut Road Area west of US 41:

The Ritz Carlton Residences is a twin high-rise development with marina and restaurant north of the Hyatt Regency resort (formerly the Weeks Fish Camp site). Construction is underway.

The PZDB also engaged in governance related activities during the year. In response to an increase in interest driven by Hurricane Ian, an Ordinance establishing Standards for Elevated Single-Family homes requiring enhanced appearance and visual screening of support structures was recommended to the Village Council and adopted.

HURRICANE IAN AFTERMATH

We can never forget that on September 28, 2022, Category 4 Hurricane Ian struck Estero. An unprecedented 14-foot storm surge inundated the communities principally along West Broadway, Pelican Sound and the West Bay Club, rendering hundreds of homes and condominiums severely damaged or uninhabitable. Thousands of homes throughout Estero were also damaged. Ian was the worst hurricane in Florida history and number 3 nationwide in terms of damage ($112 billion).

The Village continued to support Estero victims with many services. The massive storm debris site at US41 and Coconut Road is gone. In most areas it is difficult to tell that such devastation occurred, but there are still many people who are rebuilding their lives, principally in the hardest hit areas. Much of the Village's work involves requiring proper permitting which may seem like an unnecessary exercise, but it is very important to protect Estero residents from unscrupulous contractors who prey upon innocent victims in the aftermath of a major storm. Village staff was severely impacted by the influx of necessary permit requests and has worked tirelessly to reduce the backlog. Permits increased by 23% over the prior year. 2023 saw the highest number of permits issued since Estero incorporated in 2014.

THE OUTLOOK FOR ESTERO IN 2024

Growth will continue but at a more measured pace within Estero because the Village is 90% developed. Future projects principally outside Estero, as noted earlier, will increase the impact of growth requiring infrastructure investment. As previously noted, this growth takes several years to mature but it requires advance planning to provide necessary infrastructure including not only roads, storm water management, water supply and utilities, but also public safety (police, fire, and EMS), public education, recreation and other essential public services.

The work of Village staff, the Village Council and the Planning, Zoning and Design Board continues. The goal remains responsible development.

Respectfully submitted to the Residents of Estero and the Village Council.

The Village of Estero Planning, Zoning and Design Board

Scotty Wood, Chairman
Anthony Gargano, Vice Chairman
Kristin Jeannin
Barry Jones
Mike Sheeley
James Tatooles
Jim Wallace