



Village of
ESTERO

VILLAGE OF ESTERO
VILLAGE COUNCIL MEETING
PACKET
FEBRUARY 21, 2024, 09:30 AM



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

AGENDA
VILLAGE COUNCIL MEETING
9401 Corkscrew Palms Circle, Estero, Florida
February 21, 2024, 09:30 am

1. CALL TO ORDER

INVOCATION

Father Gilborges Our Lady of Light

PLEDGE OF ALLEGIANCE

ROLL CALL

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

3. PUBLIC COMMENT ON NON-AGENDA ITEMS

4. CONSENT AGENDA

a. February 7, 2024 Council Meeting Minutes

Attachment: [02072024 minutes.pdf](#)

5. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

6. ACTION ITEMS

a. Corkscrew Road-River Creek Sidewalk Agreement

Recommended Action

Motion to approve a perpetual sidewalk easement agreement with GL Homes to obtain an easement for the path along the River Creek Community and pay GL Homes \$104,994.23 after they build the path.

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

Authorize the Village Manager to sign the sidewalk easement agreement and other additional

implementing documents within the scope of the agreement on behalf of the Village of Estero Council.

Financial Impact

The proposed financial impact is \$114,994.23. (\$104,994.23 plus a 10% contingency)

The Fiscal Year 2023-2023 budget includes \$4,963,450 construction the Corkscrew Road path.

Attachment: [SS Corkscrew River Creek Sidewalk Agreement.pdf](#)

Attachment: [01-Loc Map.pdf](#)

Attachment: [02-Path Plans.pdf](#)

Attachment: [03-Sidewalk Easement_RiverCreek_.pdf](#)

Attachment: [04-Asphalt Cost Est.PDF](#)

Attachment: [05-Concrete Cost Est.PDF](#)

7. FIRST READING

a. First Reading of Ordinance No. 2024-03 regarding code enforcement procedures

An Ordinance of the Village Council of the Village of Estero, Florida, Amending Article II of Chapter 1 of the Village Code Regarding Code Enforcement; Making Related Findings; and Providing for Severability, Codification and an Effective Date.

Recommended Action

Motion to Pass first reading of Ordinance No. 2024-03 and set second reading for March 6, 2024.

Financial Impact

The Ordinance brings the Village's published policy more in line with how the Village is already operating the code enforcement function. Therefore, there is no fiscal impact related to the Ordinance's adoption.

Attachment: [SS Code Enforcement Ordinance No. 2024-03.pdf](#)

Attachment: [Ordinance No 2024-03.pdf](#)

8. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

9. VILLAGE ATTORNEY'S REPORT

10.VILLAGE MANAGER'S REPORT

Adjourn Regular Session and Convene Workshop Items

11.WORKSHOP

a. Management & Financial Policies

Attachment: [SS MGT and Financial Policies .pdf](#)

b. Bonita-Estero Rail-Trail

Attachment: [SS BERT Workshop - .pdf](#)

Attachment: [BERT Project Sheet 2-5-24_2_.pdf](#)

12.ADJOURNMENT

General Attachments

[- Transcript.pdf](#)

VILLAGE OF ESTERO COUNCIL MEETING
WEDNESDAY, FEBRUARY 21, 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.

09:30:51 >>Mayor McLain: GOOD MORNING.
09:30:52 I WOULD LIKE TO CONVENE THE FEBRUARY 21st, 2024, VILLAGE
09:30:57 COUNCIL MEETING TO ORDER.
09:30:59 WE WOULD LIKE TO REMIND EVERYBODY THAT'S IN ATTENDANCE TO
09:31:02 PLEASE TURN OFF YOUR CELL PHONES OR ANY OTHER RINGING,
09:31:05 DINGING DEVICES THAT YOU MAY HAVE.
09:31:08 I'D ALSO EXTEND A WELCOME TO ALL OF YOU TO THE VILLAGE OF
09:31:11 ESTERO, A PLACE THAT WE REFER TO AS PARADISE.
09:31:14 I HOPE YOU ALL FEEL THAT WAY ALSO.
09:31:16 THIS MORNING WE HAVE FATHER TONY FROM OUR LADY OF LIGHT
09:31:22 CATHOLIC CHURCH TO DO OUR INVOCATION.
09:31:24 WELCOME, FATHER.
09:31:30 >> IN THE NAME OF THE FATHER, THE SON, AND THE HOLY SPIRIT,
09:31:33 AMEN.
09:31:34 HEAVENLY FATHER, WE COME TOGETHER IN THE SPIRIT OF HUMILITY
09:31:40 AND ALSO IN FAITH.
09:31:42 WE THANK YOU FOR ALL THAT YOU HAVE GIVEN US AND MANY OF THE
09:31:46 BLESSINGS WITHIN OUR LIVES.

09:31:47 WE ALSO ASK YOU FOR GUIDANCE AND STRENGTH AS WE CONTINUE TO
09:31:53 DISCERN AND DISCUSS WHAT IS BEST FOR THE COMMUNITY.
09:31:59 FILL US WITH THE COURAGE AND WISDOM.
09:32:02 HELP TO US REMEMBER YOUR LOVE AND GRACE AND TO BE FAITHFUL
09:32:06 TO OUR SERVICE TO YOU AND THE COMMUNITY AS WELL.
09:32:09 WE ASK THIS THROUGH CHRIST OUR LORD, AMEN.
09:32:12 FATHER, SON, HOLY SPIRIT, AMEN.
09:32:17 >>Mayor McLain: THANK YOU, FATHER.
09:32:18 HAVE A GREAT DAY.
09:32:19 >> YOU TOO.
09:32:19 >>Mayor McLain: PLEASE JOIN ME AND WE'LL DO THE PLEDGE OF
09:32:22 ALLEGIANCE.
09:32:26 [PLEDGE OF ALLEGIANCE]
09:32:42 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL.
09:32:44 >>Vice-Mayor Ribble: HERE.
09:32:46 >>Larry Fiesel: HERE.
09:32:47 >>Mayor McLain: HERE.
09:32:50 >>Lori Fayhee: HERE.

09:32:52 >>Rafael Lopez: HERE.
 09:32:54 >>Jim Ward: HERE.
 09:32:56 >>George Zalucki: HERE.
 09:32:57 >>Mayor McLain: THANK YOU.
 09:32:57 NEXT ON THE AGENDA IS THE APPROVAL OF THE AGENDA.
 09:33:01 DOES ANYBODY HAVE ANY ADDITIONS, DELETIONS OR CHANGES THEY
 09:33:04 WOULD LIKE TO HAVE?

 09:33:05 IF NOT, I WILL ENTERTAIN A MOTION.
 09:33:08 >>Vice-Mayor Ribble: SO MOVED.
 09:33:10 >>Mayor McLain: THE VICE-MAYOR HAS MADE THE MOTION.
 09:33:12 SECONDED BY COUNCILMAN -- COUNCIL PERSON FAYHEE.
 09:33:17 MADAM CLERK, PLEASE CALL THE ROLL.
 09:33:20 >>Larry Fiesel: AYE.
 09:33:21 >>Lori Fayhee: AYE.
 09:33:23 >>Rafael Lopez: AYE.
 09:33:24 >>Jim Ward: AYE.
 09:33:25 >>George Zalucki: AYE.
 09:33:26 >>Vice-Mayor Ribble: AYE.
 09:33:28 >>Mayor McLain: AYE.
 09:33:29 I WILL NOW TAKE PUBLIC COMMENTS ON ITEMS THAT ARE NOT ON THE
 09:33:35 AGENDA.
 09:33:36 YOU'LL NEED TO FILL OUT A CARD AND BE REMINDED YOU HAVE ONLY
 09:33:40 THREE MINUTES TO SPEAK.
 09:33:41 MADAM CLERK, DO WE HAVE ANYONE TO SPEAK?
 09:33:43 >>Carol Sacco: NO, MAYOR, WE HAVE NONE.
 09:33:45 >>Mayor McLain: OKAY.
 09:33:45 THANK YOU.
 09:33:46 NEXT ON THE AGENDA IS ITEM -- IS OUR CONSENT AGENDA WITH ONE
 09:33:51 ITEM ON IT, THE VILLAGE COUNCIL MEETING NOTES FROM FEBRUARY
 09:33:56 7.
 09:33:56 DO ANY COUNCIL MEMBERS HAVE ANY COMMENTS OR QUESTIONS?
 09:33:58 IF NOT, I WOULD LOOK FOR A MOTION.

 09:34:04 COUNCILMAN FIESEL HAS -- OH, YOU HAVE COMMENTS ON IT.
 09:34:08 MOTION TO APPROVE.
 09:34:09 I NEED A SECOND.
 09:34:10 COUNCILMAN LOPEZ IS SECONDING THAT.
 09:34:14 MADAM CLERK, PLEASE CALL THE ROLL.
 09:34:16 >>George Zalucki: AYE.
 09:34:17 >>Jim Ward: AYE.
 09:34:19 >>Rafael Lopez: AYE.
 09:34:21 >>Lori Fayhee: AYE.
 09:34:23 >>Larry Fiesel: AYE.
 09:34:23 >>Vice-Mayor Ribble: AYE.
 09:34:24 >>Mayor McLain: AYE.
 09:34:25 NEXT ON THE AGENDA IS ITEM 6A, CORKSCREW ROAD, RIVER CREEK
 09:34:33 SIDEWALK AGREEMENT.

09:34:35 STEVE, WOULD YOU PLEASE INTRODUCE THIS ITEM.
 09:34:37 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
 09:34:39 AS THE CONSTRUCTION ON CORKSCREW ROAD IS RAPIDLY APPROACHING
 09:34:47 COMPLETION, WE THINK, WE'RE IN THE PROCESS OF TRYING TO LINE
 09:34:52 UP THE EASEMENTS AND THE ENGINEERING NECESSARY TO COMPLETE
 09:34:56 THE CORKSCREW ROAD SIDEWALK PROJECT.
 09:34:58 THIS ITEM BEFORE YOU IS THE EASEMENT REGARDING THAT SIDEWALK
 09:35:06 EASEMENT AGREEMENT WITH RIVER CREEK, THE GL HOMES PROJECT.
 09:35:10 I WOULD LIKE TO CALL DAVID WILLEMS UP JUST TO PROVIDE ANY
 09:35:15 INSIGHT TO THIS, BUT THIS IS AN IMPORTANT STRETCH WHERE THEY
 09:35:19 WILL ACTUALLY COMPLETE THE WORK ON OUR BEHALF AND ALSO

 09:35:24 PROVIDE AN EASEMENT.
 09:35:25 DAVID.
 09:35:26 >>David Willems: GOOD MORNING.
 09:35:28 AS WE ARE WORKING WITH RIVER CREEK, THE DEVELOPER THERE, GL
 09:35:32 HOMES TO SECURE THE EASEMENT, THEY BROUGHT FORWARD THE IDEA
 09:35:36 OF HAVING THEM JUST BUILD IT.
 09:35:39 FOR THEM, WHAT THAT DOES, IT ALLOWS THEM TO HAVE A FINISHED
 09:35:42 FRONT DOOR WITHOUT US -- YOU KNOW, COUGAR FINISHING IT UP
 09:35:48 AND THEN WE COME BACK AND TEAR IT UP.
 09:35:50 THEY ACTUALLY ASKED US -- THEY WILL GIVE US THE EASEMENT,
 09:35:52 BUT THEY WOULD ACTUALLY LIKE TO BUILD THE PATH NOW AND THEN
 09:35:56 THE VILLAGE WOULD JUST REIMBURSE THEM FOR THAT COST.
 09:35:58 WHAT THIS WOULD ENTAIL IS THEY WILL GIVE US THE EASEMENT AND
 09:36:03 THEN WE'LL PAY THEM FOR THE COST THAT THEY WOULD INCUR TO
 09:36:06 JUST BUILD THE PATH.
 09:36:09 PART OF THE REASON THAT IS A GOOD IDEA FOR THE VILLAGE IS IT
 09:36:11 GETS BUILT NOW SO THEY WILL HAVE THE PATH AND WE WON'T HAVE
 09:36:14 TO BUILD IT WITH THE REST OF IT, AND IT GETS THEIR FRONT
 09:36:17 DOOR COMPLETED.
 09:36:18 AS PART OF THIS, OUR ORIGINAL DESIGN HAD A SWALE AND SOME
 09:36:23 PIPES THAT WE WERE GOING TO HAVE TO INSTALL IN THAT LOCATION
 09:36:27 TO HANDLE THE DRAINAGE.
 09:36:28 WHAT THEY ARE DOING, IT'S GOING TO BE JUST A FLAT AREA NOW.
 09:36:32 IT WILL LOOK A LOT MORE FINISHED THAN IT WOULD HAVE WITH OUR
 09:36:34 DESIGN.

 09:36:35 SO STAFF IS RECOMMENDING THAT WE APPROVE BOTH THE EASEMENT
 09:36:39 AND THEN REIMBURSING THEM TO ACTUALLY BUILD THE SIDEWALK
 09:36:43 THERE.
 09:36:44 YOU'LL NOTICE THAT THERE WERE TWO COSTS IN THE PACKET.
 09:36:46 ONE WAS FOR ASPHALT AND ONE WAS FOR CONCRETE.
 09:36:49 THAT WAS JUST FOR REFERENCE PURPOSES TO JUST SHOW THAT THE
 09:36:52 CONCRETE IS SIGNIFICANTLY MORE EXPENSIVE.
 09:36:56 THE PLAN WAS TO DO ASPHALT ALONG THIS SECTION OF ROADWAY
 09:37:01 BECAUSE OF THE WIDTH AND THE LENGTH OF THE PROJECT.
 09:37:04 WITH THAT, I CAN ANSWER ANY QUESTIONS YOU MIGHT HAVE.

09:37:06 >>Mayor McLain: ANY QUESTIONS?
 09:37:07 VICE-MAYOR.
 09:37:08 >>Vice-Mayor Ribble: DAVID, IF THEY GO TO ASPHALT, WILL THIS
 09:37:12 DETERMINE HOW WE FINISH THE REST OF THE SIDEWALKS?
 09:37:16 RIGHT NOW IT DOES NOT CONNECT TO ANY ALREADY CONSTRUCTED
 09:37:22 SIDEWALKS.
 09:37:22 SO WILL THIS DETERMINE THAT EVERYTHING THAT WE DO ALONG
 09:37:25 CORKSCREW WILL BE ASPHALT?
 09:37:27 >>David Willems: DOESN'T HAVE TO.
 09:37:28 WE'VE ALREADY COMPLETED A PORTION OF IT.
 09:37:31 WE HAD A SIMILAR AGREEMENT.
 09:37:34 WE HAD -- ALONG STONEYBROOK ABOUT A YEAR AGO, WE HIRED
 09:37:38 COUGAR TO ACTUALLY BUILD THAT FRONTAGE JUST BECAUSE IT
 09:37:43 WORKED OUT FROM A TIMING STANDPOINT AT THAT POINT.
 09:37:47 SO THAT IS ASPHALT.

 09:37:48 IF YOU DRIVE DOWN CORKSCREW ROAD AND JUST RIGHT IN FRONT OF
 09:37:50 DUFFY'S, IF YOU LOOK OVER TO THE RIGHT, THERE'S ALREADY A
 09:37:52 TEN-FOOT ASPHALT PATH THERE FROM STONEYBROOK GOLF BOULEVARD
 09:37:56 OVER TO THE TURN LANES BY PINEWOODS.
 09:37:58 >>Vice-Mayor Ribble: THE COST BETWEEN THE TWO, THERE IS NOT
 09:38:01 A LARGE DIFFERENCE.
 09:38:02 >>David Willems: IT WAS I THINK 30 OR 40 PERCENT MORE.
 09:38:07 >>Vice-Mayor Ribble: IN THE LONG TERM, WHICH WILL HOLD UP
 09:38:10 BETTER?
 09:38:11 >>David Willems: GENERALLY CONCRETE HAS A LONGER LIFE
 09:38:14 EXPECTANCY JUST BECAUSE IT IS MORE OF A DURABLE MATERIAL
 09:38:19 THAN ASPHALT.
 09:38:21 >>Vice-Mayor Ribble: IT WOULD BE EASIER FOR US TO COMPLETE
 09:38:23 THE ENTIRE LENGTH WITH ASPHALT, THOUGH, AS WE PROGRESS
 09:38:28 THROUGH ALL THE DIFFERENT AREAS THAT WE HAVE --
 09:38:31 >>David Willems: YEAH, PROBABLY SIMPLER TO HAVE THE SAME
 09:38:34 MATERIAL ON THE ENTIRE PATH BECAUSE WHEN YOU COME BACK TO
 09:38:37 MAINTAIN IT, YOU'RE USING ONE TYPE OF MACHINERY.
 09:38:40 IN STONEYBROOK, WE ACTUALLY JUST, AS YOU KNOW, COUNCILMEMBER
 09:38:44 LOPEZ, WE ACTUALLY JUST REPLACED OUR PATH.
 09:38:48 IT WENT FAIRLY SMOOTHLY.
 09:38:51 THEY CAME IN, TORE IT OUT, AND THEN REPLACED IT.
 09:38:55 PROBABLY WAS OUT FOR MAYBE A WEEK, PROBABLY COULD HAVE DONE
 09:38:59 IT A LITTLE QUICKER.
 09:39:02 IT ACTUALLY WORKED OUT PRETTY EASILY.

 09:39:06 THE HOA WAS ABLE TO HANDLE THAT.
 09:39:08 >>Mayor McLain: ANY OTHER QUESTIONS?
 09:39:11 >>Larry Fiesel: I HAVE A COUPLE, DAVID.
 09:39:13 THEY ARE GOING TO PUT THE SIDEWALK IN DIFFERENT THAN WHAT
 09:39:16 OUR ORIGINAL LANDSCAPING PLANS FOR THIS ENTIRE PACKAGE LOOKS
 09:39:21 LIKE.

09:39:21 IS IT GOING TO BE A STRAIGHT WALK OR MEANDERING LIKE WE LIKE
 09:39:25 TO SEE?
 09:39:25 >>David Willems: THAT IS A GREAT QUESTION.
 09:39:27 BECAUSE THEY WERE ENCLOSING THE DITCH, WE'RE ACTUALLY A
 09:39:33 LITTLE BIT FURTHER OFF OF THE ROAD THROUGH THIS AREA, AND IT
 09:39:36 DEFINITELY MEANDERS.
 09:39:38 HERE WE HIGHLIGHTED THE PATH ITSELF.
 09:39:42 THE ROAD IS ACTUALLY UP OVER HERE.
 09:39:46 THE CURSOR.
 09:39:47 IT IS A SIGNIFICANT DISTANCE AWAY FROM THE ROADWAY THAN OVER
 09:39:53 BY THEIR ENTRANCE THAT HAS TO COME TOWARD THE ROAD JUST
 09:39:56 BECAUSE OF SAFE CROSSING, ACROSS THE ROAD.
 09:39:59 IT DEFINITELY MEANDERS AND AS FAR AWAY FROM THE ROAD AS WE
 09:40:04 CAN GET IT.
 09:40:05 >>Larry Fiesel: ANOTHER QUESTION, I KNOW ACCORDING TO THE
 09:40:07 AGREEMENT THAT WE TAKE OVER MAINTENANCE OF THE SIDEWALK ONCE
 09:40:09 THE AGREEMENT HAS BEEN COMPLETED WHICH I THINK IS PRETTY
 09:40:12 STANDARD.
 09:40:13 ONE OF THE QUESTIONS I HAVE IN HERE IS THE GRANTOR WILL NOT

 09:40:16 PROVIDE THE VILLAGE WITH ANY WARRANTIES WITH RESPECT TO THE
 09:40:19 CONSTRUCTION OF THE SIDEWALK.
 09:40:20 IS THAT PRETTY TYPICAL?
 09:40:22 I GET A CONCERNED ABOUT -- IF THEY ARE NOT GOING TO GIVE US
 09:40:26 ANY BACKUP OF HOW THEY BUILD IT.
 09:40:29 >>David Willems: WE'LL BE INSPECTING THE PROJECT, THE
 09:40:33 INSTALLATION TO MAKE SURE IT IS INSTALLED CORRECTLY.
 09:40:36 IF IT IS INSTALLED CORRECTLY IT SHOULD BE FINE.
 09:40:39 >>Larry Fiesel: COMFORTABLE THAT WHEN WE TAKE OWNERSHIP,
 09:40:41 THAT IT WILL BE BUILT TO D.O.T. STANDARDS?
 09:40:44 >>David Willems: YES, IT IS BY D.O.T. STANDARDS, YES.
 09:40:47 >>Larry Fiesel: THANK YOU.
 09:40:50 >>George Zalucki: THANK YOU, DAVID, FOR THE INFORMATION.
 09:40:52 IT SEEMS THAT THE PRICE BETWEEN THE ASPHALT AND THE CONCRETE
 09:40:54 IS ABOUT \$42,000 FOR THIS PARTICULAR SITE.
 09:40:58 IF WE WERE TO EXTRAPOLATE THAT ACROSS THE ENTIRE PROJECT, IT
 09:41:02 COULD ADD UP TO LOTS OF MONEY.
 09:41:06 I THINK WE SHOULD STAY CONSISTENT WITH THE MATERIAL.
 09:41:08 I THINK YOU MENTIONED IN SUPPORT OF THAT, DAVID.
 09:41:11 IN DOING SO, IF WE STAY ASSAULT, WE WOULD BE SAVING A LOT OF
 09:41:16 MONEY.
 09:41:16 I THINK MAYBE BIKERS AND WALKERS WOULD AGREE THAT SOMETIMES
 09:41:21 WHEN CONCRETE HEAVES THERE MIGHT BE A SURFACE DEVIATION
 09:41:24 WHICH MIGHT LEAD TO OTHER PROBLEMS THAT WE WANT TO AVOID.
 09:41:27 I WOULD SAY MAYBE LOOK AT THE ASPHALT BECAUSE OF THE SAVINGS

 09:41:30 AND BECAUSE OF THE TEXTURE.
 09:41:32 TOMAHAWK HAS BEEN IN BUSINESS FOR QUITE SOME TIME.

09:41:36 DO YOU THINK THERE IS AN OPPORTUNITY TO ENGAGE THEM IN THE
 09:41:38 REST OF THE PROJECT PERHAPS TO SAVE MONEY OR TO HAVE A
 09:41:42 CONSISTENT CONTRACTOR DO EVERYTHING ALONG THE PROPOSED PATH?
 09:41:46 >>David Willems: SO IT WILL BE AN OPEN BID.
 09:41:50 I WOULD SUSPECT NOT.
 09:41:53 JUST I THINK THAT THEY DO A LOT OF PRIVATE WORK, NOT A LOT
 09:41:58 OF PUBLIC WORK, AT LEAST HISTORICALLY.
 09:42:02 MAYBE THEY DO A LITTLE BIT MORE NOW, BUT THAT HAS NOT BEEN A
 09:42:06 CONTRACTOR THAT TYPICALLY BIDS ON OUR WORK.
 09:42:08 IT WILL BE OPEN TO THEM TO BID, ABSOLUTELY.
 09:42:11 I HAVE WORKED WITH THEM PREVIOUS TO BEING HERE, AND THEY ARE
 09:42:14 A VERY GOOD COMPANY.
 09:42:15 >>George Zalucki: YEAH, I KNOW THEY DO A LOT OF WORK WITH
 09:42:18 DEVELOPERS IN SOME OF THE COMMUNITIES THAT ARE IN ESTERO.
 09:42:20 SO THEY HAVE BEEN OUT THERE FOR QUITE SOME TIME.
 09:42:23 OKAY.
 09:42:23 THANK YOU.
 09:42:23 >>Mayor McLain: ANY OTHER QUESTIONS?
 09:42:25 I'VE GOT A COUPLE.
 09:42:27 CONCERNED ABOUT THE DRAINAGE.
 09:42:28 SO WE WERE GOING TO DO SWALES.
 09:42:29 ARE THEY -- WHAT ARE THEY GOING TO DO TO SECURE THE DRAINAGE
 09:42:34 THAT WE HAD DONE IN THERE?

 09:42:36 WHAT IS THAT DESIGN GOING TO LOOK LIKE?
 09:42:40 >>David Willems: THE WAY THEY ARE DOING IT, WHEN GL HOMES
 09:42:43 DEVELOPED, THEY HAD TO PASS FLOW FROM OFF-SITE, AND THEY
 09:42:47 ACTUALLY HAVE DOUBLE CIRCULAR PIPES THAT ACTUALLY RUN
 09:42:51 UNDERNEATH OUR PATH, SO THAT'S WHAT TAKES THE OFF-SITE FLOW.
 09:42:57 THE SWALE THAT WAS THERE WAS MORE TO JUST TAKE THE WATER
 09:43:02 THAT WAS IN THAT GENERAL VICINITY.
 09:43:03 WHAT THEY DID INSTEAD OF HAVING THE SWALE PICK UP THAT
 09:43:06 WATER, THEY JUST GRADED IT STRAIGHT FROM THEIR BERM TO THE
 09:43:09 BACK OF CURB.
 09:43:10 SO ALL OF THIS WATER WILL NOW BE PICKED UP BY THE ROADWAY
 09:43:13 DRAINAGE INSTEAD OF HAVING A SECONDARY SWALE.
 09:43:17 >>Mayor McLain: AND THAT'S OKAY.
 09:43:18 >>David Willems: YES.
 09:43:19 >>Mayor McLain: IT GOES INTO THE DRAINAGE FROM THE ROADWAY,
 09:43:24 DRAINS -- WHERE DOES THAT ACTUALLY END UP DRAINING IN THE
 09:43:28 IMMEDIATE VICINITY?
 09:43:29 >>David Willems: WELL, THERE ARE PIPES WITHIN THE ROADWAY
 09:43:30 THAT DRAIN IT INTO PONDS WHERE IT'S TREATED AND ATTENUATED
 09:43:34 AND THEN DISCHARGED OFF-SITE.
 09:43:36 SO THE ENGINEER -- OUR ENGINEER, JOHNSON ENGINEERING,
 09:43:40 REVIEWED THE DESIGN AND IS FINE WITH WHAT GL HOMES WAS
 09:43:43 PROPOSING.
 09:43:44 >>Mayor McLain: I THINK LARRY MENTIONED SOMETHING, AS FAR AS

09:43:48 THE LANDSCAPING GOES, WE'RE PUTTING QUITE A BIT OF

09:43:53 LANDSCAPING ALONG CORKSCREW.

09:43:54 THIS WILL BE COMPLEMENTARY, MAYBE NOT EXACTLY THE SAME AS WE

09:43:58 ORIGINALLY DETAILED BECAUSE WE DON'T HAVE A SWALE AND THE

09:44:01 LIKE --

09:44:02 >>David Willems: NO.

09:44:03 THE PLANS WILL BE UPDATED TO INCLUDE THIS EXACT LAYOUT.

09:44:06 WHEN OUR LANDSCAPE PLANS ARE DONE, THEY WILL INCLUDE THIS

09:44:08 EXACT SIDEWALK LAYOUT AND THEY WILL BE THERE TO ACCOMMODATE

09:44:11 THAT SIDEWALK.

09:44:12 >>Mayor McLain: AND IS THERE ANY LIGHTING ON THE PATHWAY?

09:44:15 >>David Willems: THERE WILL BE, YES.

09:44:17 >>Mayor McLain: SHORT ONES OR STREETLIGHTS?

09:44:19 >>David Willems: I'D HAVE TO LOOK.

09:44:21 THEY ARE NOT GOING TO BE REALLY SHORT.

09:44:22 I DON'T THINK WE'RE DOING ANY OF THE REALLY SHORT ONES.

09:44:25 I'M NOT SURE THIS -- I'LL HAVE TO LOOK AT THE DESIGN.

09:44:28 BUT I DON'T THINK THIS PATH IS AS FAR OFF AS SOME.

09:44:32 SO THE ACTUAL STREETLIGHTS WILL PROBABLY BE ENOUGH TO

09:44:35 HANDLE.

09:44:35 >>Mayor McLain: IT WILL LIGHT SUFFICIENTLY.

09:44:38 >>David Willems: YES, YES.

09:44:39 >>Mayor McLain: BUT AS WE GO INTO BRIDGES, OR WHATEVER WE'RE

09:44:42 DOING, THAT'S WHERE WE'RE GOING TO BE PUTTING OUR OWN LIGHTS

09:44:45 AND WHATEVER YOU CALL THEM.

09:44:46 >>David Willems: WELL, THEY ARE ALL OUR LIGHTS.

09:44:48 ALL THE LIGHTS ALONG CORKSCREW WILL BE THE VILLAGE OF ESTERO

09:44:49 OF LIGHTS.

09:44:50 THE AREA THAT WE NEEDED SECONDARY LIGHTING WAS REALLY MOSTLY

09:44:53 ALONG GRANDEZZA.

09:44:55 AND THE REASON FOR THAT WAS YOU HAVE THE ROADWAY.

09:44:58 YOU HAVE A TREATMENT SWALE WHICH IS 30 OR 40 FEET WIDE, AND

09:45:02 THEN IN SOME PLACES WE HAVE ANOTHER DITCH.

09:45:04 SO YOU COULD BE 50, 60, 70 FEET OR MORE AWAY FROM THE

09:45:10 ROADWAY, AND THAT'S WAY TOO FAR FOR THE STREETLIGHTS TO CAST

09:45:14 ENOUGH LIGHT TO LIGHT THE SIDEWALK.

09:45:16 SO THAT'S REALLY WHERE WE NEEDED THAT.

09:45:19 >>Mayor McLain: NO OTHER QUESTIONS?

09:45:21 WE'LL TAKE SOME PUBLIC COMMENTS.

09:45:27 >>Carol Sacco: WE HAVE NO E-COMMENTS AND NO ONE IS SIGNED

09:45:30 UP.

09:45:30 >>Mayor McLain: I'LL ENTERTAIN A MOTION TO APPROVE THIS.

09:45:34 >>Larry Fiesel: I'LL MAKE A MOTION.

09:45:36 >>Mayor McLain: COUNCILMAN FIESEL HAS MADE A MOTION AND

09:45:39 SECONDED BY COUNCILMAN WARD.

09:45:42 >>George Zalucki: MR. MAYOR, I HAVE A QUESTION BEFORE WE

09:45:43 TAKE A VOTE.
 09:45:44 DO WE HAVE TO DETERMINE WHAT PRODUCT WE USE, EITHER ASPHALT
 09:45:47 OR CONCRETE ON THIS MOTION?
 09:45:50 >>Mayor McLain: MAKE THAT IN THE MOTION.
 09:45:52 THE MOTION SHOULD SAY THAT WE APPROVE IT WITH THE USE OF

 09:45:57 ASPHALT.
 09:45:58 >>George Zalucki: THAT'S WHAT I WOULD SUPPORT.
 09:46:00 >>Mayor McLain: OKAY.
 09:46:01 WE HAVE A MOTION.
 09:46:02 WE HAVE A SECOND.
 09:46:04 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL.
 09:46:07 >>Larry Fiesel: AYE.
 09:46:09 >>Lori Fayhee: AYE.
 09:46:11 >>Rafael Lopez: AYE.
 09:46:12 >>Jim Ward: AYE.
 09:46:14 >>George Zalucki: AYE.
 09:46:15 >>Vice-Mayor Ribble: AYE.
 09:46:16 >>Mayor McLain: AYE.
 09:46:17 THE NEXT ITEM ON THE AGENDA IS 7A, FIRST READING OF
 09:46:23 ORDINANCE 2024-03 REGARDING CODE ENFORCEMENT PROCEDURES.
 09:46:27 MADAM CLERK, WOULD YOU PLEASE READ THE TITLE OF THIS
 09:46:31 ORDINANCE?
 09:46:31 >>Carol Sacco: ORDINANCE NUMBER 2024-03, AN ORDINANCE OF THE
 09:46:35 VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, AMENDING
 09:46:38 ARTICLE II OF CHAPTER 1 OF THE VILLAGE CODE REGARDING CODE
 09:46:42 ENFORCEMENT; MAKING RELATED FINDINGS; AND PROVIDING FOR
 09:46:45 SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.
 09:46:52 >>Mayor McLain: STEVE, WOULD YOU INTRODUCE IT, PLEASE?
 09:46:55 >>Steven Sarkozy: THANK YOU, MAYOR, AND MEMBERS OF COUNCIL.
 09:46:57 WHAT WE'RE TRYING TO DO HERE IS SIMPLY KEEP UP WITH SOME

 09:46:59 CODE MODIFICATIONS TO KEEP IT CURRENT.
 09:47:03 TO GO THROUGH THE SPECIFICS OF THE ORDINANCE, I'D LIKE TO
 09:47:07 TURN IT OVER TO OUR VILLAGE ATTORNEY, ROB ESCHENFELDER, TO
 09:47:11 PROVIDE AN UPDATE.
 09:47:16 >>Robert Eschenfelder: THANK YOU, MANAGER.
 09:47:17 COUNCIL MEMBERS, YOU MAY RECALL A MEETING OR SO AGO WE
 09:47:19 TALKED ABOUT UPDATING THE CODE, AND THIS SORT OF DOVETAILS
 09:47:22 OFF THE WORKSHOP THAT YOU ALL HAD.
 09:47:25 WHEN I TOOK A LOOK AT YOUR CODE ENFORCEMENT CODE, IT WAS
 09:47:31 SHORT AND IT DID CONTAIN SOME THINGS THAT AREN'T REALLY HOW
 09:47:32 WE DO THINGS, LIKE A CODE ENFORCEMENT BOARD, AND IT HAD A
 09:47:36 FEW PROVISIONS THAT AREN'T REALLY IN COMPLIANCE WITH FLORIDA
 09:47:39 LAW, LIKE REFERENCES TO ESTABLISHING SET STANDARD CODE
 09:47:44 FINES, AND REALLY THOSE ARE UNDER THE LAW TO BE CONSIDERED
 09:47:46 BY THE MAGISTRATE ON A CASE-BY-CASE BASIS.
 09:47:48 WHAT I DID IS ADDRESSED ALL OF THOSE ISSUES IN THIS

09:47:53 REVISION, BUT THEN ALSO PUT IN MORE DETAIL ABOUT HOW THE
 09:47:57 WHOLE PROCESS WORKS.
 09:47:59 I JUST FOUND IN MY EXPERIENCE WITH CLIENTS I'VE HAD OVER THE
 09:48:03 YEARS THAT WHEN RESIDENTS INTERACT WITH OUR CODE ENFORCEMENT
 09:48:08 PROCESS, IT'S HELPFUL FOR THEM TO HAVE A ONE-STOP SHOP WHERE
 09:48:12 THEY COULD LOOK AT ONE THING, WHERE OUR CODE STAFF CAN SAY
 09:48:15 GO HERE ON MUNICODE AND YOU CAN SEE EVERYTHING YOU NEED TO
 09:48:18 SEE ABOUT HOW WE OPERATE SO THEY DON'T HAVE TO GO LOOK AT A
 09:48:21 FLORIDA STATUTE OR SOME CASE THAT'S OUT THERE.

09:48:25 EVERYTHING THAT BOTH STAFF NEEDS TO KNOW AND THE RESIDENTS
 09:48:29 SHOULD KNOW IN TERMS OF WHY SOMETHING IS HAPPENING TO THEM
 09:48:32 OR WHY A PROCESS IS THE WAY IT IS.
 09:48:34 IT'S ALL RIGHT HERE IN OUR CODE.
 09:48:37 I'LL JUST HIT THE HIGHLIGHTS FOR YOU AND THEN IF YOU HAVE
 09:48:42 ANY QUESTIONS, YOU CAN LET ME KNOW.
 09:48:45 THE ORDINANCE REMOVES REFERENCES TO THE CODE ENFORCEMENT
 09:48:48 BOARD.
 09:48:52 ORDINANCE REMOVES THE REFERENCES -- CURRENT CODE PROVIDES
 09:48:55 THAT ISSUANCE OF LIENS ARE AT THE DISCRETION OF THE
 09:48:59 MAGISTRATE, BUT THAT'S NOT REALLY HOW THAT WORKS.
 09:49:05 THE FILING OF AN ORDER THAT BECOMES A LIEN IS SOMETHING THAT
 09:49:09 CODE STAFF HANDLES.
 09:49:11 IT PROVIDES THE COUNCIL CAN ADOPT STANDARD CODE FINES, BUT
 09:49:15 AS WE JUST INDICATED THAT'S NOT REALLY IN KEEPING WITH
 09:49:17 FLORIDA LAW.
 09:49:18 SO THAT PROVISION HAS BEEN REMOVED.
 09:49:20 THE ORDINANCE CONFIRMS THAT THE PRIMARY METHOD THAT THE
 09:49:24 VILLAGE USES IS THE SPECIAL MAGISTRATE SYSTEM, BUT THEN IT
 09:49:28 ALSO PRESERVES THE VILLAGE'S AUTHORITY TO UTILIZE
 09:49:31 ALTERNATIVE ENFORCEMENT METHODS THAT ARE AVAILABLE TO THEM.
 09:49:34 IT ALSO CONFIRMS THAT NOTHING IN THE CODE SECTION IN ANY WAY
 09:49:40 IMPACTS THE FIRE MARSHAL'S AUTHORITY TO ENFORCE THE FIRE
 09:49:45 CODE OR THE BUILDING OFFICIAL'S AUTHORITY, WHICH IS REALLY
 09:49:48 SEPARATE FROM THIS CODE ENFORCEMENT PROCESS TO ENFORCE THE

09:49:51 FLORIDA BUILDING CODE AND TO EXERCISE HIS OR HER AUTHORITIES
 09:49:55 UNDER THAT CODE.
 09:49:56 IT PROVIDES A DEFINITION SECTION.
 09:49:57 THERE ARE A FEW KEY TERMS THAT ARE USED THAT RESIDENTS OFTEN
 09:50:01 WANT TO KNOW THE DEFINITION OF.
 09:50:03 IT PROVIDES FOR APPOINTMENT OF ONE OR MORE SPECIAL
 09:50:06 MAGISTRATE.
 09:50:07 WE TALKED ABOUT THIS IN THE PAST.
 09:50:09 HISTORICALLY WE'VE HAD JUST ONE MAGISTRATE, BUT THERE COULD
 09:50:12 BE -- NUMBER ONE, THERE COULD BE A HEALTH OR AVAILABILITY
 09:50:14 ISSUE OF OUR MAGISTRATE.
 09:50:15 AND THEN THERE ALSO COULD BE A CONFLICT WHERE THAT

09:50:18 MAGISTRATE FOR WHATEVER REASON HAS TO RECUSE HIM OR HERSELF.
 09:50:22 IT'S ALWAYS GOOD TO HAVE AT LEAST TWO MAGISTRATES ON STAFF.
 09:50:25 THIS CODE PROVISION JUST PROVIDES FOR THAT.
 09:50:29 IT CLARIFIES THE ROLE OF THE VILLAGE ATTORNEY AS
 09:50:32 REPRESENTING THE VILLAGE AT ALL TIMES.
 09:50:35 SOMETIMES THAT ROLE IS CONFUSED, ESPECIALLY WHERE THERE IS A
 09:50:38 CODE ENFORCEMENT BOARD AND THERE IS A QUESTION OF DO YOU
 09:50:42 ADVISE THE BOARD OR ADVISE THE STAFF PRESENTING.
 09:50:46 AT ALL TIMES I REPRESENT AND ASSIST THE STAFF THAT IS
 09:50:49 PRESENTING THE CASE IN A SORT OF PROSECUTORIAL ROLE.
 09:50:53 IT PROVIDES FOR THE INITIAL COURTESY NOTICE, WHICH OUR CODE
 09:50:58 MANAGER IS ALREADY USING, BUT IT JUST SOLIDIFIES IT IN CODE.
 09:51:02 THAT COURTESY NOTICE IS GOING TO BE NONURGENT, NON-REPEAT

 09:51:07 VIOLATORS.
 09:51:08 SOMETHING THAT IS URGENCY, IMMEDIATE DANGER OR REPEAT
 09:51:12 VIOLATOR, THEY WILL BE CITED AND THAT WILL BE THAT.
 09:51:14 SETS FORTH THE PROCESS FOR OWNER VIOLATORS WHO TRANSFER
 09:51:19 PROPERTY IN THE MIDDLE OF AN ENFORCEMENT PROCEEDING TO
 09:51:22 FOLLOW, THERE CAN BE CASES, ESPECIALLY WITH SLUMLORD KIND OF
 09:51:26 PEOPLE AND THEY WILL GET CITED, AND THEN THEY WILL FLIP THE
 09:51:32 PROPERTY IN THE MIDDLE, AND THAT KIND OF RUINS THE CASE AND
 09:51:36 IT MAKES IT START ALL OVER.
 09:51:38 THERE IS ACTUALLY A PROCESS THAT THE LAW REQUIRES THAT THOSE
 09:51:40 FOLKS FOLLOW TO PROVIDE NOTICE TO THE LOCAL GOVERNMENT AND
 09:51:44 SO FORTH SO THAT THE NEW OWNER -- THE CITATION WILL
 09:51:47 AUTOMATICALLY TRANSFER.
 09:51:49 AND IF THE OWNER -- CURRENT OWNER DOESN'T FOLLOW THAT
 09:51:53 PROCESS, THEY ARE STILL ON THE HOOK.
 09:51:55 THIS PUTS IT IN THE CODE TO MAKE SURE EVERYBODY UNDERSTANDS,
 09:51:58 DON'T TRY TO PLAY THAT GAME WITH US BECAUSE THERE IS A
 09:52:00 MECHANISM THAT YOU HAVE TO FOLLOW.
 09:52:01 IT PROVIDES FOR STANDARD PROCEDURES FOR THE CONDUCT OF
 09:52:07 ENFORCEMENT HEARINGS.
 09:52:09 AND THIS IS AN IMPORTANT ADDITION I PUT IN.
 09:52:13 IT CONTAINS A MORE DEFINED STATEMENT OF THE JURISDICTION OF
 09:52:16 THE MAGISTRATE AND WHAT THE MAGISTRATE'S AUTHORITY IS, WHICH
 09:52:19 IS REALLY ONLY TO PARSE THE CODE VIOLATION.
 09:52:23 THERE HAVE BEEN CASES IN MY CAREER THAT I'VE OBSERVED WHERE

 09:52:26 A MAGISTRATE WILL BE PRESENTED WITH SOME, ESPECIALLY WHEN AN
 09:52:31 ATTORNEY COMES, SOME CONSTITUTIONAL ISSUE OR SOME PROPERTY
 09:52:37 RIGHTS ISSUE, AND THEN THE MAGISTRATE OR THE CODE
 09:52:39 ENFORCEMENT BOARD TAKES THE BAIT AND PUTS OUT AN ORDER THAT
 09:52:43 PARSES INTO ALL OF THAT.
 09:52:46 THOSE ISSUES ARE ONLY FOR -- TO DECIDE IN A PROPER CASE.
 09:52:50 SO THIS JUST MAKES IT VERY CLEAR THAT OUR MAGISTRATE DOESN'T
 09:52:54 GET INTO PROPERTY OWNERSHIP ISSUES OR CONSTITUTIONAL ISSUES

09:52:59 OR STATUTORY INTERPRETATION OUTSIDE OF THE PURE CODE
 09:53:02 ENFORCEMENT PROCESS.
 09:53:03 THE ORDINANCE SETS FORTH THE INFORMATION, A VILLAGE CODE
 09:53:08 LIEN MUST CONTAIN IN ORDER TO BE VALID AGAINST CREDITORS AND
 09:53:13 SUBSEQUENT PURCHASERS.
 09:53:14 THERE IS A STATUTE WHICH IRONICALLY ISN'T EVEN IN THE CODE
 09:53:17 ENFORCEMENT PARTS OF THE STATUTE THAT DOES MAKE THAT --
 09:53:21 INDICATE WHAT NEEDS TO BE IN THE ORDER.
 09:53:23 AND NOT ALL ORDERS HAVE THOSE.
 09:53:24 SO I WANT TO MAKE SURE THAT OUR STAFF KNOWS THAT GOING
 09:53:27 FORWARD.
 09:53:27 PROHIBITS VIOLATORS OR WITNESSES FROM ENGAGING IN EX PARTE
 09:53:32 COMMUNICATIONS WITH THE MAGISTRATE OUTSIDE OF THE HEARING
 09:53:35 SETTING.
 09:53:35 IT PROVIDES THE VIOLATOR AND THE VILLAGE COUNCIL MAY APPEAL
 09:53:40 FROM A RULING.
 09:53:40 AND THIS IS A NEW AND CLARIFYING ISSUE BECAUSE EVERYBODY

 09:53:44 KNOWS THAT A VIOLATOR CAN APPEAL, BUT THERE COULD BE
 09:53:47 INSTANCES WHERE COUNCIL ITSELF IS DISPLEASED WITH A RULING
 09:53:51 OF THE MAGISTRATE.
 09:53:51 SO I WANT TO PUT IT IN THE CODE THAT YOU ALL ALSO COULD
 09:53:55 INSTRUCT ME TO APPEAL THE MAGISTRATE'S ORDER IF WE SHOULD SO
 09:53:58 DESIRE.
 09:53:58 FINALLY, IT CONFIRMS THAT THE VILLAGE, IN ADDITION TO USING
 09:54:03 THE QUASI-JUDICIAL ENFORCEMENT PROCESS, MAY ELECT TO FILE A
 09:54:07 -- INSTRUCT ME TO FILE A CIVIL LAWSUIT INVOKING PUBLIC
 09:54:11 NUISANCE THEORY OR SOME OTHER VALID THEORY.
 09:54:14 SO THOSE ARE THE MAJOR CHANGES IN THE ORDINANCE, AND I'LL
 09:54:17 TAKE ANY QUESTIONS THAT YOU MAY HAVE.
 09:54:20 >>Mayor McLain: DOES COUNCIL HAVE ANY QUESTIONS, COMMENTS?
 09:54:23 >>George Zalucki: MR. MAYOR.
 09:54:26 THANK YOU, ROB.
 09:54:27 GREAT CHANGES TO THE ORDINANCE.
 09:54:28 THANK YOU VERY MUCH FOR ALL YOUR HARD WORK ON THIS.
 09:54:31 JUST ONE QUESTION RELATIVE TO SECTION 148B.
 09:54:36 IT TALKS ABOUT THE FINES THAT ARE IMPOSED.
 09:54:39 DOES THIS READ THAT THE MAXIMUM FINE WOULD BE \$5,000,
 09:54:45 NOTWITHSTANDING THE FACT THAT THEY GO OVER THE DAILY FINE OF
 09:54:49 250 OR 500?
 09:54:52 IS THE MAX 5,000 NOW?
 09:54:55 >>Robert Eschenfelder: IT'S REALLY TWO DIFFERENT THINGS.
 09:54:57 THE DAILY FINE IS FOR CONDITIONS SUCH AS A POOL THAT IS NOT

 09:55:03 BEING TAKEN CARE OF OR OVERGROWN GRASS.
 09:55:05 THE \$5,000 IS A CONDUCT FINE WHERE YOU WON'T GET A DAILY
 09:55:11 FINE BECAUSE THE PERSON JUST DID A THING.
 09:55:15 LET'S SAY DOGS IN A PARK.

09:55:19 IF WE HAVE AN ORDINANCE THAT SAYS YOU CANNOT BRING YOUR DOG
 09:55:23 IN A PARK, WELL, IT DOESN'T MAKE ANY SENSE TO DO A DAILY
 09:55:26 FINE THERE BECAUSE IT'S A TRANSIENT THING.
 09:55:29 THE PERSON IS THERE; THE PERSON IS GONE.
 09:55:31 INSTEAD, IF THE PERSON GETS CITED FOR THAT TYPE OF A
 09:55:34 VIOLATION, THEY ARE SUBJECT TO A MAXIMUM OF \$5,000 FINE, BUT
 09:55:38 IT WON'T BE DAILY.
 09:55:40 IT'S A SEPARATE KIND OF A THING.
 09:55:43 IT'S FOR THOSE VIOLATIONS THAT DON'T LEND THEMSELVES TO
 09:55:46 DAILY FINES.
 09:55:46 >>George Zalucki: UNDERSTOOD.
 09:55:47 SO THE DAILY FINE STILL HAS NO MAXIMUM.
 09:55:50 >>Robert Eschenfelder: THAT IS ABSOLUTELY CORRECT.
 09:55:52 IF YOU IGNORE US FOR 462 DAYS, IT'S A LOT OF MONEY.
 09:55:58 >>Mayor McLain: ANY OTHER COMMENTS OR QUESTIONS?
 09:56:01 >>Jim Ward: THAT SAME SECTION, 148 UNDER C -- I'M SORRY, E,
 09:56:09 WHERE IT INDICATES THAT THE MAGISTRATE MAY ELIMINATE A FINE
 09:56:11 IMPOSED BY HIM OR HER PURSUANT TO THIS SECTION, IS THAT A
 09:56:16 CHANGE FROM WHERE WE ARE TODAY WHERE THE COUNCIL IS
 09:56:19 RESPONSIBLE FOR ELIMINATING OR DISPENSING OF A FINE?
 09:56:24 >>Robert Eschenfelder: I'M GLAD YOU ASKED THAT BECAUSE IT'S

 09:56:27 A VERY -- YOU HAVE TO READ CAREFULLY.
 09:56:30 THE COUNCIL IS STILL IN CHARGE OF COMPROMISING CODE LIENS.
 09:56:35 AS A MATTER OF FACT, THE STATUTE SAYS THAT YOU ALL ARE IN
 09:56:38 CHARGE OF THAT.
 09:56:39 WHAT THIS IS, BEFORE IT BECOMES A LIEN, WHEN IT'S STILL AT
 09:56:44 THE FINE STAGE, THE VIOLATOR CAN COME FORWARD TO THE
 09:56:48 MAGISTRATE AND SAY, MAGISTRATE, LAST MONTH YOU IMPOSED A
 09:56:52 FINE ON ME OF \$250 A DAY FOR WHATEVER REASON I WOULD ASK YOU
 09:56:58 TO CHANGE THAT FINE TO \$200 A DAY, IN THEORY.
 09:57:02 IT RARELY HAPPENS, BUT THAT'S SET FORTH IN THE STATUTE.
 09:57:08 BECAUSE THE MAGISTRATE STILL HAS JURISDICTION OVER THAT
 09:57:11 CASE, THE MAGISTRATE WOULD COMPROMISE THAT DAILY FINE
 09:57:15 AMOUNT.
 09:57:15 BUT ONCE IT BECOMES A LIEN, ONCE THE ORDER HAS BEEN FILED
 09:57:19 WITH THE CIRCUIT COURT AND IT BECOMES A LIEN, THE
 09:57:22 MAGISTRATE'S JURISDICTION GOES AWAY AND IT'S ONLY UP TO YOU
 09:57:25 GUYS TO COMPROMISE.
 09:57:26 DOES THAT CLARIFY?
 09:57:29 >>Jim Ward: YES, THANK YOU.
 09:57:30 ONE OF THE CONCERNS THAT COUNCIL HAD -- I'M GUESSING IT'S
 09:57:38 OUTSIDE THE SCOPE OF THIS ORDINANCE THAT YOU'RE PROPOSING,
 09:57:41 BUT ONE OF THE CONCERNS THAT COUNCIL HAD WAS WE NEEDED
 09:57:44 TIMELY UPDATES ON WHERE FINES WERE ON INDIVIDUAL CASES, SO
 09:57:49 WE DIDN'T GET SURPRISED AT SOME POINT IN TIME.
 09:57:51 IS THAT PROCESS OUTSIDE THE SCOPE OF THIS OR WITHIN THE

09:57:55 JURISDICTION OF HOW STAFF HANDLES IT?
 09:57:59 >>Robert Eschenfelder: I WOULDN'T PUT THAT KIND OF THING IN
 09:58:01 THE ORDINANCE BECAUSE THAT'S MORE YOUR RELATIONSHIP WITH
 09:58:02 YOUR CODE ENFORCEMENT STAFF.
 09:58:03 AND MS. GIBBS IS IN THE AUDIENCE, SO I'M SURE THAT SHE COULD
 09:58:08 SPEAK TO IF COUNCIL WANTS ANY PARTICULAR TYPE OF REPORT,
 09:58:13 PERIODIC REPORT OF WHERE WE ARE IN THE PROCESS, THAT THAT'S
 09:58:16 SOMETHING THAT YOU WOULD ASK YOUR STAFF TO DO AND YOUR STAFF
 09:58:19 WOULD DO IT.
 09:58:20 THE ORDINANCE IS REALLY OUTWARD LOOKING TO THE PUBLIC, WHAT
 09:58:24 DOES THE PUBLIC NEED TO KNOW AND SO FORTH?
 09:58:26 THE PUBLIC REALLY DOESN'T NEED TO KNOW WHAT THE STATUS IS OF
 09:58:30 ALL OF THE CODE FINES.
 09:58:31 IF THEY'VE GOT ONE OF THEIR OWN, THEY KNOW BECAUSE IT IS
 09:58:35 THEIR OWN ORDER.
 09:58:36 DOES THAT ANSWER THAT QUESTION?
 09:58:37 >>Jim Ward: THANK YOU.
 09:58:39 >>Mayor McLain: ANY OTHER QUESTIONS?
 09:58:40 I GUESS I'VE GOT A COUPLE.
 09:58:42 ONE HAS TO DO WITH PROCESS.
 09:58:44 THAT'S ONE THING.
 09:58:45 THIS IS THE CODE.
 09:58:46 ROB, I THINK YOU'VE DONE A NICE JOB OF, I THINK, CLARIFYING
 09:58:51 HOW THIS CAN WORK, IN ADDITION TO A PROCESS THAT WE HAVE.
 09:58:56 ONE QUESTION IS, IF SOMEBODY HAS A VIOLATION AND WE SERVE

 09:59:01 THEM, DO WE GIVE THEM THIS CODE, ONCE WE APPROVE IT IN THE
 09:59:05 SECOND READING, WOULD WE GIVE THEM A COPY OF THE CODE SO
 09:59:08 THEY UNDERSTAND?
 09:59:09 >>Robert Eschenfelder: NO.
 09:59:10 HOW IT TYPICALLY WORKS IS YOUR CODE CITATION WILL MAKE A
 09:59:14 REFERENCE TO THE CODE.
 09:59:15 IT WILL SAY ESTERO CODE SECTION WHATEVER.
 09:59:18 SO THE RESIDENT CAN GO OUT TO MUNICODE.
 09:59:22 OUR CODE IS CODIFIED ON MUNICODE.
 09:59:25 ANYBODY WITH AN INTERNET CONNECTION CAN LOOK AT IT, EVEN IF
 09:59:28 YOU DON'T HAVE THE INTERNET, THE CLERK MAINTAINS A COPY OF
 09:59:31 THE CODE HERE AND SHE CAN CERTAINLY BE HELPFUL TO ANY
 09:59:34 RESIDENT.
 09:59:34 AS MR. KNIGHT WORKS WITH FOLKS OUT THERE, IF HE ENCOUNTERS
 09:59:42 PEOPLE WHO HE FEELS FOR WHATEVER REASON, YOU KNOW, LIMITED
 09:59:46 EDUCATION OR WHATNOT, MAY NEED A PIECE OF PAPER COPY, HE
 09:59:51 WILL JUST MAKE IT -- HE'LL PRINT IT OUT FOR THEM AS A
 09:59:54 COURTESY AND SAY HERE IS A COPY OF THE CODE.
 09:59:57 CERTAINLY IF ANY CITIZEN CAME TO ME AND SAID CAN YOU POINT
 10:00:01 ME IN THE RIGHT DIRECTION, I, OF COURSE, WOULD HELP THEM
 10:00:04 OUT.
 10:00:04 GO OUT ON MUNICODE, CUT AND PASTE AND E-MAIL TO THEM.

10:00:09 WE WOULDN'T WASTE THE PAPER, SO TO SPEAK, HANDING EVERYBODY
 10:00:14 A COPY OF THE CODE.
 10:00:14 >>Mayor McLain: AS LONG AS THEY KNOW IT WILL BE ON OUR

 10:00:16 WEBSITE AND YOU CAN LOOK AT IT --
 10:00:17 >>Robert Eschenfelder: IT IS LINKED TO OUR WEBSITE.
 10:00:19 MUNICODE IS A SEPARATE THING.
 10:00:21 >>Mayor McLain: WE'VE HEARD THE EXCUSES AS WE HAVE EXTENDED
 10:00:25 PERIODS OF TIME FOR THE VIOLATIONS, WE'VE HEARD A LOT OF
 10:00:28 DIFFERENT ONES.
 10:00:29 IS THERE A LANGUAGE BARRIER POTENTIALLY FOR SOME FOLKS?
 10:00:33 I KNOW WE'VE HAD SOME HERE AT LEAST THEY PRETEND THEY DON'T
 10:00:42 UNDERSTAND ENGLISH AS WELL AS OTHERS.
 10:00:44 IS THERE A REQUIREMENT?
 10:00:47 >>Robert Eschenfelder: WE DO HAVE -- THE CURRENT CONTRACTED
 10:00:52 PROVIDER THAT THE VILLAGE USES FOR -- MOSTLY THE BUILDING
 10:00:57 DEPARTMENT, BUT THEY ALSO SERVE AS THE HEARING CLERK FOR THE
 10:01:01 CODE ENFORCEMENT MAGISTRATE PROCEEDINGS.
 10:01:06 THE GENTLEMAN WHO DOES THAT IS HISPANIC SPEAKING.
 10:01:09 JUST IN THE TIME I'VE BEEN HERE ATTENDING THE HEARINGS, I'VE
 10:01:13 SEEN HIM A FEW TIMES RENDER ASSISTANCE TO FOLKS WHO HAVE
 10:01:16 LANGUAGE BARRIER ISSUES, AT LEAST SPANISH SPEAKERS.
 10:01:20 I HAVEN'T ENCOUNTERED ANYBODY WHERE IT'S NOT BEEN SPANISH
 10:01:24 THAT'S BEEN THE LANGUAGE.
 10:01:25 AND THEN IN TERMS OF JUST APART FROM THAT, SO DUE PROCESS,
 10:01:30 THE CONCEPT OF DUE PROCESS PROVIDES THAT WE PROVIDE A FAIR
 10:01:36 HEARING TO SOMEBODY THAT WE BRING BEFORE US.
 10:01:39 IF IT SHOULD EVER COME TO PASS THAT WE CITE SOMEONE WHOSE
 10:01:45 ONLY LANGUAGE IS FRENCH, OR WHATEVER, WE WOULD HAVE TO BRING

 10:01:50 A RESOURCE IN, BE THAT VILLAGE STAFF MEMBER OR SOMEBODY THAT
 10:01:53 WE CONTRACT WITH TO DO TRANSLATION, WE WOULD HAVE TO BRING
 10:01:57 THAT PERSON IN TO ASSIST WITH THAT.
 10:01:59 NOW, BECAUSE THAT IS A COST OF ENFORCEMENT, THAT COULD GET
 10:02:04 TACKED ON TO THE ORDER THE COST OF THE TRANSLATOR COULD GET
 10:02:08 TACKED ON TO THE ORDER IF THE PERSON IS FOUND IN VIOLATION,
 10:02:11 IF THE PERSON DOES SPEAK ENGLISH AND IS JUST FAKING, IT
 10:02:14 MIGHT ACTUALLY COST THEM IN THE END IF THEY WANT TO INSIST
 10:02:20 ON ONLY HAVING A TRANSLATOR.
 10:02:22 ONE WAY OR THE OTHER, EVEN WITH LANGUAGE BARRIERS, WE WILL
 10:02:26 DO OUR BEST TO MAKE SURE THAT THAT COMMUNICATION CAN OCCUR.
 10:02:30 >>Mayor McLain: GOOD.
 10:02:31 SO THIS IS THE FIRST READING.
 10:02:32 I THINK WE STILL NEED FURTHER DISCUSSION ON THE PROCESS.
 10:02:41 COUNCILMAN WARD HAD INDICATED WHEN WE TALKED ABOUT THIS A
 10:02:44 WHILE BACK, SO WE NEED MAYBE TO TAKE ANOTHER LOOK AT THAT.
 10:02:49 I PERSONALLY WOULD LIKE TO UNDERSTAND MAYBE MONTHLY HOW MANY
 10:02:55 CITATIONS HAVE ACTUALLY BEEN ISSUED AND WHAT THE EXTENT OF

10:03:02 THOSE ARE, AND THEN MAYBE AN UPDATE MONTHLY ON THAT AND
 10:03:08 THOSE THAT HAVE HAD ACTIVITY ON THEM.
 10:03:10 I THINK, MARY, IF YOU CAN KIND OF HELP US AND MAYBE ANOTHER
 10:03:13 WORKSHOP WE JUST TALK ABOUT THAT.
 10:03:16 I'VE GOT TO READ THIS THROUGH AGAIN BECAUSE THERE ARE A LOT
 10:03:19 OF CHANGES IN THE DOCUMENT, SO MAKE SURE WE ALL READ IT
 10:03:21 BEFORE WE GO TO THE SECOND MAYBE A COUPLE OF TIMES.

10:03:23 IN THE LEGAL WORLD, COMMAS MAKE A DIFFERENCE.
 10:03:27 I'VE READ THIS OVER RELATIVELY QUICKLY, AND IT LOOKS NICE
 10:03:34 UPGRADES.
 10:03:35 MAKES IT UNDERSTANDABLE AND I THINK ENFORCEABLE.
 10:03:37 I THINK THIS IS SIGNIFICANT BECAUSE WHEN THE PUBLIC LOOKS AT
 10:03:42 THIS, WHENEVER WE LOOK AT IT, WE LOOK AT PEOPLE THAT HAVE
 10:03:45 FINES OF A COUPLE HUNDRED THOUSAND DOLLARS AND THEN WE
 10:03:49 FORGIVE THEM.
 10:03:50 I THINK BEFORE WE GET THERE, WE ALL WANT TO AVOID THAT KIND
 10:03:52 OF CONFLICT GOING INTO THE FUTURE.
 10:03:54 VICE-MAYOR.
 10:03:54 >>Vice-Mayor Ribble: IF I UNDERSTAND CORRECTLY, THOUGH, WHAT
 10:03:57 YOU'RE ASKING -- CORRECT ME IF I'M WRONG, COUNSELOR -- WHAT
 10:04:01 YOU'RE ASKING IS SPECIFIC TO MARY IN HER ROLE, NOT
 10:04:06 NECESSARILY WHAT IS CONTAINED IN THE ORDINANCE, CORRECT?
 10:04:09 >>Robert Eschenfelder: CORRECT.
 10:04:09 >>Vice-Mayor Ribble: IT WILL NOT CHANGE ANYTHING THAT'S IN
 10:04:12 THIS ORDINANCE.
 10:04:13 >>Mayor McLain: YEAH.
 10:04:14 MADAM CLERK, DO WE HAVE ANYONE SIGNED UP TO SPEAK?
 10:04:19 >>Carol Sacco: WE DO NOT, MAYOR.
 10:04:21 NO E-COMMENTS EITHER.
 10:04:25 >>Mayor McLain: DO I HAVE A MOTION TO PASS THE FIRST READING
 10:04:28 OF THIS ORDINANCE NUMBER 2024-03?
 10:04:30 AND SET A SECOND READING FOR A PUBLIC MEETING -- OR PUBLIC

10:04:36 HEARING ON MARCH 6, 2024.
 10:04:39 COUNCILMAN LOPEZ MADE THE MOTION AND SECONDED BY VICE-MAYOR.
 10:04:44 MADAM CLERK, PLEASE CALL THE ROLL.
 10:04:48 >>George Zalucki: AYE.
 10:04:49 >>Jim Ward: AYE.
 10:04:51 >>Rafael Lopez: AYE.
 10:04:53 >>Lori Fayhee: AYE.
 10:04:54 >>Larry Fiesel: AYE.
 10:04:55 >>Vice-Mayor Ribble: AYE.
 10:04:56 >>Mayor McLain: AYE.
 10:05:00 >>Steven Sarkozy: MAYOR, QUESTION.
 10:05:01 THIS IS SCHEDULED NOW TO COME BACK ON MARCH 6 FOR FINAL
 10:05:05 ADOPTION, THE SECOND READING.
 10:05:08 IS THAT OKAY TO BRING THAT BACK AND THEN MAYBE AT A LATER

10:05:11 DATE WE CAN TALK ABOUT PROCESS?
 10:05:13 >>Mayor McLain: I'M FINE WITH THAT, YES.
 10:05:15 >>Steven Sarkozy: OKAY.
 10:05:18 >>Mayor McLain: BUT WE DON'T WANT TO DELAY IT.
 10:05:19 >>Steven Sarkozy: WE'LL SCHEDULE IT ACCORDINGLY THEN.
 10:05:22 >>Mayor McLain: OKAY.
 10:05:23 WE ARE NOW AT THE POINT WHERE WE HAVE COUNCIL
 10:05:26 COMMUNICATIONS.
 10:05:27 I THINK WE'LL START WITH OUR VICE-MAYOR.
 10:05:32 WE'LL GO AROUND THE TABLE HERE.
 10:05:33 >>Vice-Mayor Ribble: JUST SHORT AND SWEET, MAYOR.

 10:05:35 WE ARE A LITTLE MORE THAN HALFWAY THROUGH SESSION IN
 10:05:39 TALLAHASSEE, AND THOSE BILLS THAT WE'VE BEEN MONITORING,
 10:05:43 ESPECIALLY THOSE THAT AFFECT MUNICIPALITIES' REVENUES, ARE
 10:05:49 ALL MOVING FAVORABLY THROUGH THEIR COMMITTEES.
 10:05:53 WE'LL HAVE TO WATCH THEM AND SEE.
 10:05:55 I KNOW THE FLORIDA LEAGUE IS OPPOSING THOSE THAT PREEMPT
 10:05:59 WHAT WE CAN DO, BUT WE'LL JUST HAVE TO SEE WHAT WINDS UP ON
 10:06:03 THE GOVERNOR'S DESK AND WHAT THE GOVERNOR SIGNS.
 10:06:06 THAT'S ALL I HAVE.
 10:06:07 >>Mayor McLain: THANK YOU.
 10:06:09 >>Larry Fiesel: I HAVE NO COMMENTS.
 10:06:12 >>Mayor McLain: COUNCILMAN FAYHEE.
 10:06:13 >>Lori Fayhee: I HAVE NOTHING TODAY EXCEPT TO CONGRATULATE
 10:06:16 THE MAYOR AGAIN.
 10:06:18 >>Mayor McLain: THANK YOU SO MUCH.
 10:06:22 >>Rafael Lopez: AGAIN, I HAVE NOTHING ALSO.
 10:06:24 EXCEPT CONGRATULATIONS ON YOUR MARRIAGE AND MANY YEARS OF
 10:06:27 HAPPINESS.
 10:06:28 >>Mayor McLain: THANK YOU.
 10:06:30 >>Jim Ward: BEAUTIFUL WEDDING ON SATURDAY.
 10:06:32 VERY NICELY DONE.
 10:06:33 GOD BLESS AND WISH YOU WELL.
 10:06:35 >>Mayor McLain: THANK YOU SO MUCH.
 10:06:37 >>George Zalucki: MR. MAYOR, THANK YOU.
 10:06:39 COUPLE OF THINGS.

 10:06:39 CONGRATULATIONS AS WELL.
 10:06:40 IT WAS A GREAT WEDDING.
 10:06:42 THANK YOU FOR THE INVITE.
 10:06:42 I WOULD LIKE TO ALSO CONGRATULATE JIM SHIELDS WHO WAS THE
 10:06:48 DON ESLICK PERSON OF THE YEAR.
 10:06:50 I WAS FORTUNATE ENOUGH TO MAKE THE EVENT.
 10:06:52 GREAT EVENT AT GRANDEZZA.
 10:06:54 CONGRATULATIONS TO JIM.
 10:06:55 HE DOES A WONDERFUL JOB FOR THE COMMUNITY AND HAS BEEN DOING
 10:06:58 SUCH FOR MANY, MANY YEARS.

10:06:59 ALSO, I'M VERY HAPPY TO SEE, IT LOOKS LIKE JOHNSON
 10:07:02 ENGINEERING IS OUT THERE PUTTING TRAFFIC COUNTERS ON OUR
 10:07:05 ROADS.
 10:07:05 I NOTICED THEM ON BEN HILL AND CORKSCREW.
 10:07:08 IT'S GREAT TO HAVE THAT DATA.
 10:07:10 WE'RE LOOKING FORWARD TO THAT SO WE CAN GO AHEAD AND PLAN
 10:07:13 FORWARD.
 10:07:13 THAT'S ALL I HAVE, MAYOR.
 10:07:14 THANK YOU.
 10:07:15 >>Mayor McLain: THANK YOU.
 10:07:15 I HAVE SHORT COMMENTS.
 10:07:18 I'VE BEEN PREOCCUPIED ON SOME OTHER THINGS ALSO, BUT THE
 10:07:23 WORK OF THE VILLAGE CONTINUES AND THE WORK THAT WE HAVE IN
 10:07:28 FRONT OF US IS REALLY SIGNIFICANT.
 10:07:31 WE'VE HAD LOTS OF DISCUSSIONS OVER THE YEARS ON COUNCIL OF

 10:07:36 WHERE OUR VISION IS FOR THE VILLAGE.
 10:07:40 STEVE AND I HAD A CONVERSATION HERE LAST WEEK THAT SOMETIMES
 10:07:44 WHEN IT RAINS IT POURS, AND WE'VE GOT A LOT OF ITEMS THAT WE
 10:07:48 HAVE BEFORE US, THE ESTERO ON THE RIVER PROJECT, OUR
 10:07:55 ENTERTAINMENT AREA THAT WE'RE WORKING ON, WHICH CONTINUES TO
 10:07:58 GO FORWARD THAT WE'D LIKE TO HAVE OPEN BY HOPEFULLY THE END
 10:08:01 OF THE YEAR, VERY EARLY 2025, WORKING ON THE LEASE WITH THE
 10:08:10 ESTERO HIGH SCHOOL ON THAT PROCESS.
 10:08:12 WE SHOULD HEAR FINALLY ON THAT I THINK MARCH 6 MEETING IF
 10:08:16 I'M NOT MISTAKEN.
 10:08:18 THE RAILS TO TRAILS HAS COME TO POTENTIAL PASS.
 10:08:23 AND SO THOSE THINGS ALL REQUIRE SIGNIFICANT TIME AND ENERGY
 10:08:28 AND DOLLARS TO MAKE THEM HAPPEN.
 10:08:29 I THINK WE'RE ALL REALLY PREPARED FOR THAT AND I THINK
 10:08:32 EXCITED ABOUT EACH OF THOSE, WHAT THEY ARE GOING TO BE
 10:08:36 ADDING TO THE CULTURE AND THE ATTRACTIVENESS OF ESTERO.
 10:08:41 I HEAR THAT EVERYBODY LOVES ESTERO NOW.
 10:08:43 I THINK ONCE THOSE THINGS ARE FULLY IN PLACE, THAT'S GOING
 10:08:48 TO EVEN RAISE THE EYEBROWS A LITTLE BIT MORE, THE
 10:08:52 CENTERPIECE IN SOUTHWEST FLORIDA.
 10:08:54 I'M REALLY EXCITED ABOUT THAT.
 10:08:57 EVEN THOUGH WE DON'T HAVE A LOT OF COMMENTS ON THAT, EACH OF
 10:08:59 US ARE INVOLVED IN DIFFERENT PROCESSES IN THAT AND THE
 10:09:03 PUBLIC SHOULD KNOW THAT THESE ARE GREAT EVENTS.
 10:09:06 THEY REQUIRE GOOD DEDICATION.

 10:09:08 I THINK WE HAVE THE STAFF TO DO THAT AND WE HAVE THE
 10:09:11 CAPABILITY WITHIN OUR STAFF TO LOOK OUT FOR ASSISTANCE WHERE
 10:09:15 WE NEED IT TO MAKE SURE THESE THINGS GET IMPLEMENTED.
 10:09:18 I THINK IT'S A GREAT DAY HERE TO BE IN ESTERO AND I THINK
 10:09:24 THE FUTURE IS VERY BRIGHT.
 10:09:26 I'LL CONCLUDE WITH THOSE REMARKS AND ASK OUR VILLAGE

10:09:30 ATTORNEY IF HE HAS ANY COMMENTS.
 10:09:32 >>Robert Eschenfelder: NOTHING, MAYOR.
 10:09:34 THANK YOU.
 10:09:34 >>Mayor McLain: STEVE?
 10:09:35 >>Steven Sarkozy: I DO HAVE A COUPLE.
 10:09:36 FIRST IS AN UPDATE TO THE PUBLIC.
 10:09:38 THE COUNCIL HAS PREVIOUSLY AUTHORIZED THE SOLICITATION FOR
 10:09:44 APPLICANTS FOR OUR PLANNING AND ZONING BOARD.
 10:09:46 WE GOT -- WE RECEIVED SEVERAL APPLICATIONS, AND THE BINDER
 10:09:53 OF THOSE APPLICATIONS WITH RESUM S AND THE APPLICATION
 10:09:57 PROCESS ARE IN YOUR MAILBOX.
 10:10:00 SO PLEASE PICK THAT UP SO THAT YOU HAVE THE BACKGROUND.
 10:10:03 I BELIEVE THE SCHEDULE NOW MOVING FORWARD IS THAT WE WOULD
 10:10:06 HAVE INTERVIEWS ON MARCH 13th.
 10:10:11 >>Mayor McLain: IN COUNCIL HERE.
 10:10:12 >>Steven Sarkozy: IN COUNCIL, IN THIS ROOM.
 10:10:15 IT IS A SPECIAL MEETING.
 10:10:16 IT WOULD BE FOR THAT PURPOSE ONLY.
 10:10:18 YOUR ACTUAL SELECTION WOULD OCCUR ON APRIL 3rd SO THAT ANY

 10:10:25 NEW MEMBERS THAT YOU SELECT FOR THE PLANNING AND ZONING
 10:10:29 BOARD COULD BE TRAINED AND PROVIDE SOME BACKGROUND BETWEEN
 10:10:34 THE 3rd AND THE END OF THE MONTH WHEN THEY WOULD TAKE
 10:10:39 THEIR SEATS.
 10:10:40 THAT PROCESS IS PROCEEDING, AND IT LOOKS LIKE YOU'VE GOT A
 10:10:43 GOOD SLATE OF POSSIBLE CANDIDATES.
 10:10:45 ALSO, WE'VE INCLUDED IN YOUR DESK PACKET AN UPDATE ON THE
 10:10:49 CORKSCREW ROAD PROJECT.
 10:10:53 AND THAT HAS LINGERED ON HERE FOR QUITE SOME TIME.
 10:10:58 IT'S AN IMPORTANT PROJECT DUE TO THE SAFETY CONCERNS AS WELL
 10:11:03 AS TRAFFIC AND MOBILITY CONCERNS OUT EAST CORKSCREW.
 10:11:06 I WOULD JUST LIKE TO PROVIDE AN UPDATE HERE, AND WE'VE GOT A
 10:11:16 SPECIAL GUEST, IF YOU WANT TO COME FORWARD HERE.
 10:11:20 TAKE A LOOK AT SOME OF THE MATERIALS HERE.
 10:11:24 I'VE HIGHLIGHTED THE LEE COUNTY CHANGE ORDER THAT INDICATES
 10:11:29 THAT THIS WORK WILL BE DONE BY THE END OF MARCH.
 10:11:35 THERE IS AN ADDITIONAL \$1.23 MILLION OF MONEY GOING FROM THE
 10:11:40 COUNTY TO THE CONTRACTOR, BUT IF IT'S NOT DONE BY THE END OF
 10:11:45 MARCH, THERE IS LIQUIDATED DAMAGES OF \$9,361 PER DAY.
 10:11:52 HOW THEY GOT TO THAT NUMBER, I DON'T KNOW.
 10:11:55 BUT THAT IS A PRETTY STEEP FINE.
 10:11:59 WE'VE NOTICED THAT SINCE THIS HAS PROCEEDED THAT THERE IS A
 10:12:06 LOT MORE WORK HAPPENING OUT THERE.
 10:12:08 SO THIS MUST HAVE BROKEN THE LOGJAM, AND WE HAVE A SPECIAL
 10:12:13 PERSON WHO HAS BEEN PROVIDING A LOT OF OVERSIGHT ON THIS AND

 10:12:17 JUST LIKE YOU TO PROVIDE SOME UPDATES TO THE COUNCIL.
 10:12:20 >> THANKS, STEVE.

10:12:21 MARK NOVITSKI.
 10:12:23 BETWEEN ENGAGE ESTERO AND EAST CORKSCREW ALLIANCE WE'RE KIND
 10:12:26 OF EXCITED ABOUT CORKSCREW ROAD AND WHERE IT'S GOING.
 10:12:29 I PUT TOGETHER SOME INFORMATION OF THE SEVEN PROJECTS THAT
 10:12:33 ARE COMING UP IN THE NEXT TEN YEARS.
 10:12:35 WHO KNOWS IF WE'LL ALL BE ALIVE TO SEE THEM ALL, BUT SOME
 10:12:40 IDEA TO PUT IT DOWN ON PAPER THAT SAYS THIS IS HAPPENING AND
 10:12:43 THIS YEAR, IT WILL TAKE TWO YEARS AND SOME FUNDING.
 10:12:46 WE ALSO LOOK -- THE COSTS ARE KIND OF FUNNY.
 10:12:50 THE FIRST, PHASE ONE OF CORKSCREW ROAD COST IS GOING TO BE
 10:12:53 THE SAME AS PHASE TWO, EVEN THOUGH IT'S HALF THE PROJECT.
 10:12:57 SO COSTS ARE GOING LIKE CRAZY.
 10:12:59 WE'RE ASKING THE LOCAL COMMISSIONERS, SANDELLI -- SORRY,
 10:13:06 COMMISSIONER SANDELLI AND COMMISSIONER PENDERGRASS, WITH
 10:13:12 1800 HOMES BEING CLOSED ON EAST CORKSCREW IN 2023, LET'S
 10:13:17 MOVE UP SOME OF THESE FUTURE PHASES.
 10:13:19 IT'S FUNNY, TALKING TO VICE-MAYOR RIBBLE, THE CONTRACT SAYS
 10:13:25 THEY HAVE TO HAVE A TRAFFIC LIGHT IN AT ALICO ROAD BY
 10:13:29 JANUARY 2025.
 10:13:32 WELL, IT'S TAKEN, YOU KNOW, THREE YEARS TO GET THE ONE OVER
 10:13:35 THERE AND SOME OTHER ONES.
 10:13:37 WE'RE WATCHING THAT AND WE'RE FEEDING THAT THROUGH THE
 10:13:41 ENGAGE ESTERO AND STEVE AND OTHERS BECAUSE WE HAVE THE TIME

 10:13:45 TO DO THAT.
 10:13:47 I'M NOT TRYING TO TAKE ANYBODY'S JOB OR ANYTHING ELSE.
 10:13:50 I'M A FINANCIAL ANALYST THE WAY I SEE THINGS IS THE WAY I
 10:13:53 PUT THEM DOWN AND THEN I SHARE THEM.
 10:13:55 ANYTHING THAT HAPPENS WE'RE TRYING TO PROVIDE THAT
 10:13:59 INFORMATION.
 10:14:00 DAVID MENTIONED TO ME TODAY, I WASN'T AWARE.
 10:14:03 I WAS AFRAID IN THE UNINCORPORATED LEE COUNTY SIDE OF
 10:14:07 CORKSCREW ROAD, WILD BLUE, THEY WERE GOING TO PUT UP THE LEE
 10:14:11 COUNTY STREETLIGHTS.
 10:14:12 AND ON THE BELLA TERRA SIDE WE WOULD GET THE VILLAGE OF
 10:14:15 ESTERO LIGHTS.
 10:14:16 AND DAVID HAD THAT SOLVED YEARS AGO.
 10:14:20 WE'RE WORKING TOGETHER ON SOME THINGS AND HE EDUCATES ME ALL
 10:14:25 THE TIME, DAVID, SO I APPRECIATE HIM.
 10:14:27 AND APPRECIATE HIM TAKING MY CALLS.
 10:14:29 WE'RE TRYING TO KEEP THE PUBLIC AWARE OF WHAT'S GOING ON.
 10:14:33 WE MET WITH THE SHERIFF.
 10:14:35 I LOST -- SHERIFF'S DEPUTY A COUPLE OF TIMES.
 10:14:40 WE'D LIKE TO SEE IN FUTURE PHASES A CONTRACT REQUIREMENT FOR
 10:14:43 SAFETY.
 10:14:45 WHEN THE CONTRACTOR IS OUT THERE FIXING THE ROAD AND IT'S TO
 10:14:50 THEIR BENEFIT, THEY PUT FLAGGERS OUT TO HELP PEOPLE GET OUT
 10:14:54 OF THE INTERSECTION AND WHATEVER ELSE.

10:14:55 WHEN IT'S NOT IN THERE, THEY DON'T OVERLY CARE.

10:14:58 IN MY MIND, IF WE COULD GET THAT IN THE CONTRACT THAT MAYBE
 10:15:01 BETWEEN 6:30 AND 8:30 IN THE MORNING COMING OUT OF SOME OF
 10:15:05 THESE COMMUNITIES AND 4:30 TO 6:00 AT NIGHT BECAUSE THEY ARE
 10:15:10 ALL JUST ACCIDENTS WAITING TO HAPPEN.
 10:15:12 THAT'S ALL I'VE GOT, STEVE.
 10:15:14 THANKS.
 10:15:16 >>Steven Sarkozy: MARK HAS DONE AN EXCELLENT JOB OF
 10:15:20 MONITORING THE PROGRESS AND STAYING IN TUNE WITH CONTRACTOR
 10:15:23 AND THE COUNTY, AND THAT REALLY HELPS THE WHOLE COMMUNITY AS
 10:15:27 THIS THING MOVES FORWARD.
 10:15:28 SPECIAL COMMENDATION.
 10:15:30 THANKS.
 10:15:31 >>Mayor McLain: WE THANK YOU, MARK, FOR YOUR EFFORT AND YOUR
 10:15:34 EXPERTISE ON THAT.
 10:15:35 THANK YOU.
 10:15:35 ANY OTHER COMMENTS?
 10:15:39 >>Steven Sarkozy: THAT'S IT.
 10:15:40 >>Mayor McLain: WE'RE GOING TO ADJOURN THE REGULAR SESSION
 10:15:43 AND WE'LL CONVENE A WORKSHOP AT THIS POINT.
 10:15:46 THE WORKSHOP HAS TWO ITEMS ON IT.
 10:15:50 WORKSHOP ITEM NUMBER 11A IS THE MANAGEMENT AND FISCAL
 10:15:55 POLICIES.
 10:15:57 STEVE GETS TO INTRODUCE THIS.
 10:15:58 >>Steven Sarkozy: WELL, MAYOR, I WOULD LIKE TO PUSH THIS ONE
 10:16:00 BACK.

10:16:01 THE PEOPLE THAT ARE ASSOCIATED WITH THIS ON STAFF AND THE
 10:16:04 CONTRACTOR ARE NOT WELL.
 10:16:06 THEY ARE ILL.
 10:16:07 AND THIS ONE IS NOT TIME SENSITIVE.
 10:16:10 SO WE HAVE PLENTY OF TIME TO LOOK AT IT.
 10:16:13 IT'S AN IMPORTANT ISSUE.
 10:16:14 WHAT WE'RE BRINGING FORWARD IS A COMPLETE SET OF FISCAL
 10:16:18 POLICIES TO BE INCLUDED IN OUR BUDGET, BUT PROVIDE A GUIDING
 10:16:26 TEMPLATE FOR HOW WE OPERATE.
 10:16:29 I BRIEFED COUNCIL ON THIS TO A CERTAIN EXTENT, BUT THERE
 10:16:34 WILL BE OTHER DATA COMING TO YOU IN THE COMING WEEK THAT
 10:16:36 WILL SPELL OUT THE VERY SPECIFICS OF THE FINANCE AND
 10:16:41 MANAGEMENT POLICIES.
 10:16:42 THERE'S REALLY NOTHING NEW HERE SINCE THE INCEPTION OF THE
 10:16:47 VILLAGE.
 10:16:48 WE GENERALLY OPERATED THIS WAY, SO YOU'RE NOT GOING TO BE
 10:16:51 SURPRISED, BUT YOU'LL SEE EVERYTHING LAID OUT SO THAT
 10:16:55 THERE'S A COMPLETE LEGACY AND SOLID STRUCTURE TO THE WAY WE
 10:17:00 DO THINGS.
 10:17:03 WE ARE IN AN EXTRAORDINARILY GOOD FINANCIAL POSITION, SO

10:17:06 THIS IS AN IDEAL TIME TO HAMMER OUT THOSE POLICIES.
 10:17:11 THEY'VE SERVED THE COMMUNITY WELL.
 10:17:13 WE'VE SUFFERED TWO DIRECT HITS FROM HURRICANES, AND WE'VE
 10:17:17 HAD THE FINANCIAL RESERVES TO PROCEED, PLUS WE HAVE
 10:17:22 CONSIDERABLE AMOUNT OF MONEY IN THE BANK DUE TO OUR

 10:17:25 CONSERVATIVE APPROACH TO OPERATIONS AND FINANCING PROJECTS.
 10:17:28 THIS IS NOT A DESPERATE, URGENT ISSUE.
 10:17:34 IT'S SIMPLY PUTTING ELEMENTS IN PLACE THAT WILL FRAME THE
 10:17:38 BUDGET FOR YEARS TO COME.
 10:17:39 SO THIS WILL PUSH BACK UNTIL MARCH 6.
 10:17:44 >>Mayor McLain: IS THIS PARTLY A RESULT OF THE NEW SOFTWARE
 10:17:47 THAT WE HAVE GOING INTO THE ACCOUNTING AREA?
 10:17:51 >>Steven Sarkozy: THE NEW SOFTWARE IS ONE OF THE MAJOR
 10:17:53 INTERNAL PROJECTS THAT WE HAVE.
 10:17:56 YOU DON'T SEE IT OUT THERE IN THE PUBLIC, BUT WE'RE
 10:17:58 UPGRADING THE SOFTWARE FOR OUR FINANCIAL SYSTEMS AS WELL AS
 10:18:03 FOR THE COMMUNITY DEVELOPMENT OPERATION, PLANNING, ZONING,
 10:18:07 INSPECTIONS AND SO FORTH.
 10:18:08 THESE SYSTEMS ARE DESPERATELY NEEDED.
 10:18:14 THEY'LL PROVIDE US BETTER CONTROL, BETTER MANAGEMENT
 10:18:17 INFORMATION, AND WILL HELP US STREAMLINE THE WAY WE OPERATE.
 10:18:25 AND THEY ARE LONG OVERDUE, SO I REALLY TIP MY HAT TO MARY ON
 10:18:30 THE COMMUNITY DEVELOPMENT SIDE AND KEVIN GREENVILLE ON THE
 10:18:33 FINANCE SIDE FOR EXPEDITING THESE PROJECTS.
 10:18:38 YOU'VE APPROVED BOTH OF THEM.
 10:18:40 THEY ARE STILL IN PROGRESS, BUT THEY ARE PART AND PARCEL OF
 10:18:44 ALL THIS, YES.
 10:18:46 >>Mayor McLain: SOMETIMES WE FORGET ABOUT THAT.
 10:18:47 WE APPROVE THAT YEAR AND A HALF, TWO YEARS AGO MAYBE.
 10:18:51 >>Steven Sarkozy: NOT QUITE THAT, BUT THERE'S STILL -- BUT

 10:18:54 THEY ARE STILL PROBABLY A YEAR OFF.
 10:18:55 >>Mayor McLain: END RESULT, MORE EFFICIENT, MORE ACCURATE,
 10:18:58 AND BE ABLE TO REDUCE SOME COSTS GOING FORWARD.
 10:19:01 COUNCILMAN WARD, YOU HAD A COMMENT OR NOT?
 10:19:04 I THOUGHT YOU HAD YOUR HAND UP.
 10:19:08 OKAY.
 10:19:09 GOOD.
 10:19:09 ALL RIGHT.
 10:19:09 WE'LL PASS ON THAT ONE AND COME BACK TO IT LATER.
 10:19:12 THE NEXT ITEM IN THE WORKSHOP HAS TO DO WITH THE BONITA
 10:19:17 ESTERO RAIL TRAIL, CURRENT STATUS ON THAT.
 10:19:19 STEVE WILL UPDATE US ON THAT.
 10:19:21 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
 10:19:24 YOU'RE ALL AWARE OF THE SEMINOLE RAIL LINE AND ITS
 10:19:30 IMPORTANCE TO THE VILLAGE.
 10:19:32 THE SEMINOLE RAIL LINE HAS BEEN INCLUDED IN SEVERAL OF OUR

10:19:38 MASTER PLANNING PROCESSES, BOTH THE BIKE-PED PROCESS AS WELL
 10:19:44 AS THE PARKS AND OPEN SPACE MASTER PLANS.
 10:19:49 THAT RAIL LINE IS AN IMPORTANT CORRIDOR THROUGH THE ENTIRE
 10:19:54 VILLAGE CONNECTING NORTH AND SOUTH AND MANY OF OUR PLANS
 10:20:00 INCLUDE THAT AND INTERCONNECT WITH PROPOSED BIKE TRAIL IN
 10:20:07 THAT AREA AT SOME POINT IN THE FUTURE.
 10:20:09 THERE'S BEEN A MAJOR BREAKTHROUGH.
 10:20:12 WE HAD ATTEMPTED TO NEGOTIATE A DEAL WITH THE SEMINOLE RAIL
 10:20:17 LINES ABOUT THREE OR FOUR YEARS AGO.

10:20:20 THAT WAS UNSUCCESSFUL, BUT THE TRUST FOR PUBLIC LAND HAS
 10:20:24 COME IN AS AN INTERNATIONAL, NATIONAL, NOT FOR PROFIT GROUP
 10:20:32 THAT HELPS ACQUIRE PROPERTY FOR PUBLIC USE, AND THEY HAVE
 10:20:37 SECURED PURCHASE AND SALE AGREEMENT IN THE AMOUNT OF JUST
 10:20:41 OVER \$82 MILLION FOR THE 14-MILE STRETCH OF THE LINE FROM
 10:20:49 ALICO DOWN TO ITS SOUTHERN TERMINUS IN COLLIER COUNTY.
 10:20:55 THE PURCHASE AND SALE AGREEMENT PROVIDES US WITH TWO YEARS
 10:21:01 TO SECURE FUNDING FOR THE PROJECT.
 10:21:05 THIS IS A VERY NEW DEVELOPMENT, ONLY ABOUT -- CONCLUDING
 10:21:09 ONLY ABOUT THREE OR FOUR WEEKS AGO.
 10:21:11 SO THE PURPOSE OF OUR DISCUSSION TODAY IS TO MAKE THE PUBLIC
 10:21:17 AWARE AND JUST BEGIN THE PROCESS OF STRATEGIZING ON HOW TO
 10:21:24 MAKE IT HAPPEN.
 10:21:26 SO THAT'S THE GENERAL TOPIC TODAY.
 10:21:32 WITH US, WE HAVE DEB ORTON WHO IS PART OF THE -- OR
 10:21:39 CHAIRPERSON OF THE BERT, THE CITIZENS GROUP, AND THEY HAVE A
 10:21:47 NUMBER OF DIFFERENT PEOPLE IN SUPPORT OF THIS.
 10:21:51 WE SHOULD NOTE THAT WE HAVE NOT GOTTEN INTO ANY OF THE
 10:21:54 DETAILED ENGINEERING, BUT INVARIABLY THERE ARE GOING TO BE
 10:21:59 DOZENS OF DESIGN ISSUES AND MANAGEMENT ISSUES AND
 10:22:04 DEVELOPMENT ISSUES SHOULD WE'LL BE ABLE TO SECURE THE LINE.
 10:22:09 THIS IS SIMPLY THE START OF THE DISCUSSION, WHICH WILL
 10:22:13 HOPEFULLY END UP WITH A DECISION TO PURCHASE AT SOME POINT.
 10:22:17 >>Mayor McLain: OUR INTENT HERE IN THE VILLAGE IS TO MAKE
 10:22:19 SURE -- THIS IS A SIGNIFICANT IMPACT TO THE WHOLE REGION,

10:22:25 THAT WE HAVE NUMEROUS COMMUNITY INPUT MEETINGS SO EVERYBODY
 10:22:33 HAS GONE THROUGH.
 10:22:34 THIS IS THE INITIAL DISCUSSIONS ON FUNDING, BUT NEXT TO
 10:22:38 THAT, IT'S GOT TO BE DISCUSSIONS IF AND WHEN WE BUY IT, HOW
 10:22:43 DO WE IMPROVE IT, AND THOSE ARE SIGNIFICANT AMOUNT OF WORK
 10:22:46 AND EFFORT TO GET THE CAPITAL COST, A GOOD UNDERSTANDING OF
 10:22:51 THE CAPITAL COST.
 10:22:53 I THINK SOMEBODY MENTIONED EARLIER, MARK DID, THE COSTS ARE
 10:22:58 GOING DOWN.
 10:23:00 PRETTY GOOD WITH A PENCIL TO BE ABLE TO DO THAT.
 10:23:05 >>Jim Ward: STEVE, JUST A QUESTION ON THE FUNDING.
 10:23:07 AS YOU'VE INDICATED, TPL HAS SECURED A CONTRACT TO SELL THE

10:23:12 LAND FOR 82 MILLION AND PUT IN PLACE I GUESS A PROCESS TO
 10:23:16 SECURE THE FUNDING OVER A TWO-YEAR PERIOD.
 10:23:18 DO THEY HAVE THE WHEREWITHAL TO RAISE FUNDS THROUGH THE
 10:23:22 STATE OR THROUGH OTHER METHODOLOGIES?
 10:23:26 >>Steven Sarkozy: THAT'S THE PROCESS THAT WE'RE JUST NOW
 10:23:28 BEGINNING TO EXPLORE.
 10:23:29 THERE'S ANY NUMBER OF DIFFERENT FUNDING OPTIONS.
 10:23:34 HONESTLY, WE DON'T KNOW WHAT THE RIGHT FORMULA IS RIGHT NOW.
 10:23:38 SO THAT'S GOING TO BE SOMETHING THAT WE DEVELOP IN THE NEXT
 10:23:41 SEVERAL MONTHS AND BRING BACK TO YOU FOR CONSIDERATION.
 10:23:46 >>Jim Ward: THEY HAVE DONE THIS BEFORE IN OTHER COMMUNITIES,
 10:23:48 CORRECT?
 10:23:49 >>Steven Sarkozy: YES.

 10:23:49 >>Jim Ward: IS THERE A FORMULA THAT THEY HAVE USED IN THE
 10:23:52 PAST?
 10:23:53 >>Steven Sarkozy: I'M TOLD THAT ALMOST EVERY ACQUISITION OF
 10:23:57 THIS STATURE HAS A LITTLE DIFFERENT NUANCE, AND THERE'S NO
 10:24:02 EVEN CENTRAL OR PRIMARY FUNDING OPTION.
 10:24:07 SO THERE ARE SOME GRANTS AVAILABLE, BUT MOST OF THE GRANTS
 10:24:12 FROM THE STATE AND THE FEDS ARE AVAILABLE FOR THE
 10:24:16 DEVELOPMENT OF THE TRAIL.
 10:24:18 THE ACQUISITION OF THE LINE ITSELF IS REALLY MORE OF A LOCAL
 10:24:23 DECISION.
 10:24:24 WHEN I SAY LOCAL, THAT COULD BE COUNTY-WIDE.
 10:24:27 IT COULD BE A CONSORTIUM OF ALL OF OUR INTERESTS.
 10:24:32 THERE ARE FOUR PARTIES HERE.
 10:24:34 LEE COUNTY, COLLIER COUNTY, BONITA, AND ESTERO.
 10:24:37 BUT THIS COULD GO BEYOND JUST FINANCING OF THIS STRETCH.
 10:24:43 IT COULD BE SOMETHING THAT IS A BIGGER PACKAGE.
 10:24:47 >>Jim Ward: IT'S KIND OF INTERESTING, YOU NOTED THIS IS
 10:24:49 REALLY PART OF THE FUNDING.
 10:24:51 THE 82 MILLION IS THE PURCHASE OF THE LAND AND GOING TO BE,
 10:24:54 OF COURSE, THE CONSTRUCTION OF THE PROJECT ITSELF.
 10:24:56 >>Steven Sarkozy: YES.
 10:24:58 >>Jim Ward: THAT'S PROBABLY LIKELY TO BE MORE THAN THE
 10:25:00 ACTUAL PURCHASE COST.
 10:25:01 >>Steven Sarkozy: QUITE POSSIBLY.
 10:25:03 >>Mayor McLain: JUST A COMMENT, I THINK EVERYBODY IN THE

 10:25:05 PUBLIC ANNOUNCEMENT, THERE WERE TWO NUMBERS THAT PEOPLE CAN
 10:25:09 CALL FOR THE PUBLIC.
 10:25:11 DOUG HANNAWAY WAS INSTRUMENTAL IN NEGOTIATING THIS DEAL WITH
 10:25:16 ANOTHER FELLOW BY THE NAME OF CHARLES HINES.
 10:25:19 THEY HAVE DONE 43, I THINK, DIFFERENT RAIL PROJECTS AROUND
 10:25:22 THE COUNTRY.
 10:25:24 THEY ARE REALLY INTO COMMUNICATING.
 10:25:29 I THINK WITH COUNCIL THEY COULD DO ONE-ON-ONE MEETINGS TO

10:25:32 INFORM EACH OF US.
 10:25:33 WE ALL HAVE NUMEROUS QUESTIONS THAT WE HAVE.
 10:25:35 I WOULD RATHER SEE US HAVE THEM COME TO OUR MEETING EITHER
 10:25:40 MARCH 6 OR THAT SPECIAL MEETING THE FOLLOWING WEEK OR
 10:25:44 WHATEVER AND DISCUSS IT IN AN OPEN WORKSHOP ENVIRONMENT OR
 10:25:48 HOWEVER WE CAN STRUCTURE THAT.
 10:25:51 THE INFORMATION WE GET WOULD BE AVAILABLE AT THE SAME TIME
 10:25:55 TO ALL OF OUR CONSTITUENTS SO THAT -- WE DON'T WANT TO HAVE
 10:25:59 THE CAMPFIRE SYNDROME WHERE IT STARTS HERE AND GOES AROUND.
 10:26:02 I'D RATHER HAVE EVERYBODY UNDERSTAND THE SAME THING THAT WE
 10:26:05 SEE AND MAKE IT VERY PUBLIC.
 10:26:08 IF, STEVE, YOU CAN ARRANGE THAT FOR THOSE DATES.
 10:26:13 THEY SEEM TO BE AGREEABLE TO THOSE AREAS.
 10:26:17 MAYBE WITH NO FURTHER ADO, YOU CALL ON DEB --
 10:26:21 >>Steven Sarkozy: DEB ORTON IS THE CHAIRPERSON OF BERT.
 10:26:25 WE'LL ASK DEB TO KIND OF PUT THIS IN A BROADER CONTEXT.
 10:26:29 >> THANK YOU.

10:26:31 WHAT YOU HAVE IN FRONT OF YOU AS COUNCIL PEOPLE IS A MAP
 10:26:34 THAT WE CALL CONNECT LEE.
 10:26:36 AND WITHIN THAT MAP IS THE RED -- THE RED PORTION IS WHAT WE
 10:26:42 CALL BERT.
 10:26:42 I WOULD LIKE TO, FIRST OF ALL, JUST SAY THANK YOU.
 10:26:46 THE LAST TIME I WAS STANDING IN FRONT OF YOU, THERE ARE NEW
 10:26:49 FACES.
 10:26:50 I'LL INTRODUCE MYSELF AS DEB ORTON.
 10:26:52 I'M THE PRESIDENT OF FRIENDS OF BONITA ESTERO RAIL TRAIL.
 10:26:56 WE'RE INTO OUR SECOND YEAR OF OPERATION AS A 501(C)(3).
 10:27:02 WE HAVE ABOUT 3200 FRIENDS OF BERT THROUGHOUT LEE COUNTY.
 10:27:07 WHAT WE'VE BEEN DOING FOR THE LAST TWO YEARS IS WORKING,
 10:27:15 COUNCILMAN WARD, AT THE STATE LEVEL, AT THE COUNTY LEVEL,
 10:27:18 AND AT THE MUNICIPAL LEVELS TO REALLY LOOK FOR THOSE SOURCES
 10:27:24 OF FUNDING.
 10:27:25 AS IT TURNS OUT, THERE ARE A LOT OF THEM, WHETHER THAT IS --
 10:27:28 WHETHER WE ARE SUCCESSFUL WITH THE HUD BLOCK GRANT TO GET
 10:27:33 SOME DOLLARS FOR THAT.
 10:27:34 THERE ARE FEDERAL INFRASTRUCTURE DOLLARS THAT ARE BEING
 10:27:37 APPLIED ALL AROUND THE COUNTRY.
 10:27:40 I MOVED HERE FROM NORTH CAROLINA, AND I KNOW THAT THEY WERE
 10:27:44 ABLE TO SECURE RIGHT-OF-WAY IN CHARLOTTE FOR A LONG TRAIL,
 10:27:49 ABOUT A 20-MILE TRAIL.
 10:27:51 SO THERE ARE A LOT OF DIFFERENT SOURCES OF THAT AND TO
 10:27:54 STEVE'S POINT, WE WILL ALL WORK TOGETHER TO CONSOLIDATE

10:27:59 THOSE AND PUT FORWARD WHAT'S A GOOD PLAN, AND THAT WILL
 10:28:03 START PROBABLY NEXT WEEK EVEN WHEN -- I CALL IT TPL, WHEN
 10:28:08 DOUG AND CHARLES COME IN AND WE REALLY START TO LOOK, AS YOU
 10:28:12 WERE SAYING, WHAT'S LIKELY AND WHAT IS UNLIKELY IN TERMS OF

10:28:20 GETTING THOSE DOLLARS.
 10:28:22 BUT THERE ARE QUITE A FEW DIFFERENT SOURCES.
 10:28:24 THE SECOND THING THAT YOU RIGHTFULLY SAID IS HOW EXPENSIVE
 10:28:29 IT IS TO BUILD.
 10:28:31 ANOTHER GOOD THING FOR THE STATE OF FLORIDA IS SENATOR
 10:28:35 PASSIDOMO AND ADAM BOTANA.
 10:28:40 REPRESENTATIVE BOTANA PUT FORWARD AND SUCCESSFUL FOR 2023,
 10:28:44 FUNDING IN 2024 THAT DOUBLES THE AMOUNT OF MONEY AVAILABLE
 10:28:48 TO BUILD THESE TRAILS.
 10:28:50 SO IT WENT FROM 25 MILLION A YEAR TO BUILD TRAILS TO 50
 10:28:56 MILLION A YEAR.
 10:28:57 AND THEN SENATOR PASSIDOMO WAS ALSO SUCCESSFUL IN GETTING AN
 10:29:02 INITIAL INFUSION OF 200 MILLION.
 10:29:05 SO WE'RE SEEING AN ACCELERATION OF THE ABILITY TO BUILD
 10:29:09 THESE TRAILS FROM THE SUN TRAIL NETWORK DOLLARS.
 10:29:14 THAT'S D.O.T. DOLLARS THAT WE WILL BE APPLYING FOR.
 10:29:17 THE FUNDING ISSUE IS BIG, RIGHT?
 10:29:22 IT'S A MOUNTAIN TO CLIMB, BUT OTHERS HAVE CLIMBED IT AND
 10:29:25 WE'LL GET THERE, TOO.
 10:29:26 WHAT I WANTED TO DO AND WHAT MANAGER SARKOZY ASKED ME TO DO,
 10:29:33 IF I CAN DO THAT ON THE SCREEN AS WELL, I WANTED TO SEE IF I

 10:29:38 COULDN'T PUT THIS IN THE CONTEXT OF WHAT'S GOING ON IN LEE
 10:29:42 AND COLLIER COUNTY.
 10:29:43 THIS IS 14.9 MILES.
 10:29:58 THE RAIL CORRIDOR IS 14.9 MILES, AND THE PRICE IS \$82
 10:30:03 MILLION.
 10:30:04 BY THE NUMBERS WE SAID IT'S ABOUT 240 ACRES, IF THAT HELPS
 10:30:10 AT ALL TO KIND OF LOOK AT THAT.
 10:30:12 ONE OF THE EXCITING PARTS TO ME IS THAT WHAT ELSE IS THERE.
 10:30:21 WE WOULD AT ALICO ROAD BE ABLE TO HAVE A CONNECTOR THAT'S
 10:30:25 ALREADY PLANNED BY THE LEE MPO TO HAVE A CONNECTOR INTO THE
 10:30:30 JOHN YARBROUGH TRAIL.
 10:30:33 THE JOHN YARBROUGH TRAIL HAS ALREADY GOTTEN APPROVAL FOR TWO
 10:30:37 PEDESTRIAN BRIDGES OVER DANIELS PARKWAY AND OVER COLONIAL.
 10:30:42 SO WE REALLY ARE LOOKING AT THE ABILITY -- YOU'VE GOT THIS
 10:30:47 IN FRONT OF YOU.
 10:30:48 WE ARE LOOKING AT THE ABILITY TO CONNECT INTO 42 MILES OF
 10:30:54 LEE COUNTY CONTIGUOUS TRAILS THAT WOULD GO THROUGH FORT
 10:30:56 MYERS, THROUGH THE BEAUTIFUL ESTERO AND DOWN TO BONITA
 10:31:02 SPRINGS.
 10:31:03 COLLIER IS JUST ABOUT TWO YEARS AHEAD OF US IN THEIR
 10:31:07 CONNECTION TO THIS IN THAT THEY ARE ALREADY DOING THEIR
 10:31:10 PD & E STUDY, THE PROJECT DEVELOPMENT ENVIRONMENTAL ON
 10:31:16 LIVINGSTON AND VETERANS PARKWAY, WHERE IT WILL CONNECT INTO
 10:31:20 WHAT WE AFFECTIONATELY CALL BERT.
 10:31:23 SO THAT WOULD PROVIDE FROM NAPLES TO BONITA SPRINGS TO

10:31:29 ESTERO AND ON UP TO FORT MYERS.
 10:31:30 SO THOSE THINGS ARE IN THE WORKS.
 10:31:33 AGAIN, WE'RE A COUPLE OF YEARS BEHIND, BUT WE THINK WE HAVE
 10:31:37 METHODS TO ACCELERATE SO THAT WE DON'T END UP TEN YEARS FROM
 10:31:42 NOW AND I CAN'T RIDE A BIKE ANYMORE.
 10:31:44 RIGHT?
 10:31:44 NO, THAT'S NOT GOING TO HAPPEN, IS IT, MAYOR?
 10:31:49 IT'S NOT GOING TO HAPPEN.
 10:31:50 I THOUGHT THERE MIGHT BE SOME OTHER INTERESTING, WE CALL IT
 10:31:54 BERT BY THE NUMBERS.
 10:31:55 THERE ARE 11 SCHOOLS ALONG BERT.
 10:32:00 11 SCHOOLS.
 10:32:02 THE EQUIVALENT OF 10,000 STUDENTS LIVE WITHIN A MILE -- I'M
 10:32:07 SORRY, GO TO SCHOOL WITHIN ONE MILE OF THIS 14.9-MILE TRAIL.
 10:32:13 AND THEN THE OTHER THING THAT TRUST FOR PUBLIC LANDS HAS
 10:32:18 DONE IS THEY DO AN ASSESSMENT OF A TEN-MINUTE WALK OR A
 10:32:22 TEN-MINUTE BIKE RIDE.
 10:32:23 WE BRING 70,000 PEOPLE CLOSER TO A BEAUTIFUL TRAIL WHERE
 10:32:30 THEY CAN EXERCISE BY PUTTING IN BERT.
 10:32:32 SO THEY WOULD BE WITHIN A TEN-MINUTE WALK OR A TEN-MINUTE
 10:32:36 BIKE RIDE TO BE ABLE TO COME TO BERT.
 10:32:40 SO THAT'S A LOT OF WHAT I WANTED TO SAY.
 10:32:46 WE'RE PRETTY EXCITED.
 10:32:47 WE'VE BEEN WORKING ON THIS FOR A COUPLE OF YEARS.
 10:32:50 MOST OF YOU HAVE BEEN WORKING ON IT A LOT LONGER THAN

 10:32:54 FRIENDS OF BERT HAVE.
 10:32:55 AND THIS IS A REAL BREAKTHROUGH AND A REAL MILESTONE THAT
 10:32:59 KIND OF MOVES FRIENDS OF BERT INTO A DIFFERENT TIME, AND NOW
 10:33:04 WE'RE WORKING ON FUNDING, AND THEN WE'LL BE WORKING ON, WITH
 10:33:07 ALL OF YOU, ON HELPING TO DESIGN SOMETHING.
 10:33:10 AND THEN ALSO PUT IN PROGRAMS TO NOT ONLY MAINTAIN THE TRAIL
 10:33:14 BUT ALSO HAVE PARTNERSHIPS WITH LAW ENFORCEMENT,
 10:33:17 PARTNERSHIPS WITH PARKS AND REC TO MAKE SURE THAT WE MAKE IT
 10:33:22 A SECURE TRAIL AS WELL.
 10:33:25 >>Mayor McLain: DOES COUNCIL HAVE ANY QUESTIONS AT ALL?
 10:33:28 >>Jim Ward: WHEN THIS WAS ORIGINALLY PROPOSED, THERE WERE
 10:33:30 THREE DIFFERENT OPTIONS THAT WERE LINED UP IN TERMS OF HOW
 10:33:34 THE CONSTRUCTION COULD GO ALONG.
 10:33:36 ONE WAS WEST.
 10:33:37 ONE WAS EAST.
 10:33:38 AND ONE WAS ACTUALLY LEAVING THE RAILROAD TRACK IN PLACE.
 10:33:43 HAS THERE BEEN AN ADDITIONAL STUDY ON THAT OR DECISIONS
 10:33:46 MADE?
 10:33:48 >> WELL, I THINK THAT -- WE NEED TO BE ABLE TO DIG IN AND I
 10:33:52 THINK THESE ARE QUESTIONS FOR TRUST FOR PUBLIC LANDS WHEN
 10:33:55 THEY COME IN.
 10:33:56 WHAT IS POSSIBLE WITHIN THIS CONTRACT ON THE RAIL LINE, ON

10:34:00 THE RAIL CORRIDOR.
 10:34:02 THEY WERE NOT CHARGED WITH DIFFERENT ROUTES, DIFFERENT
 10:34:07 RIGHT-OF-WAYS.

 10:34:08 THEY WERE CHARGED WITH THIS RIGHT-OF-WAY.
 10:34:10 AND WITHIN THAT CONTRACT I THINK WE CAN ASK THEM QUESTIONS.
 10:34:14 THE PLAN RIGHT NOW IS TO PULL UP THOSE TRACKS AND TO DO WHAT
 10:34:19 THE SUN TRAIL NETWORK WOULD DO, PUT DOWN A 12-FOOT WIDE
 10:34:25 ASPHALT TRAIL.
 10:34:25 SO WHAT ELSE IS AVAILABLE TO DO WITHIN THAT CORRIDOR, I
 10:34:29 THINK WE NEED TO ASK THEM MORE DETAILS ABOUT THE CONTRACT.
 10:34:34 >>Jim Ward: THANK YOU.
 10:34:34 >>Mayor McLain: ANY OTHER QUESTIONS?
 10:34:36 IF NOT, THANK YOU SO MUCH.
 10:34:41 >> THANK YOU.
 10:34:46 >>Mayor McLain: MADAM CLERK, DO YOU HAVE ANY --
 10:34:48 >>Carol Sacco: YES, WE HAVE THREE.
 10:34:50 OUR FIRST IS MR. MIKE JOHNSON FROM THE VINES.
 10:34:56 >>Mayor McLain: WE DID HAVE SOME E-MAILS.
 10:35:00 >>Carol Sacco: WE DID HAVE SOME E-COMMENTS AND THEY WERE
 10:35:03 SENT OUT YESTERDAY.
 10:35:05 >> GOOD MORNING.
 10:35:07 >>Mayor McLain: PLEASE STATE YOUR NAME.
 10:35:09 >> MY NAME IS MIKE JOHNSON.
 10:35:10 I AM A RESIDENT AT THE VINES.
 10:35:12 THANK YOU FOR YOUR TIME AND THANK YOU TO THE COUNCIL MEMBERS
 10:35:15 THAT HAVE TAKEN TIME TO VISIT THE VINES AND SEE FIRSTHAND
 10:35:20 OUR CONCERNS REGARDING PUTTING A BIKE TRAIL THROUGH OUR
 10:35:24 COMMUNITY.

 10:35:24 I WILL NOT USE THIS TIME TO LIST OUR NUMEROUS SERIOUS
 10:35:28 CONCERNS, BUT I WILL REINFORCE OUR CONCERNS THAT THIS PATH
 10:35:34 AS CURRENTLY PROJECTED WOULD SET PRECEDENT AS BEING THE ONLY
 10:35:40 TRAIL IN THE CONTINENTAL UNITED STATES THAT WOULD GO THROUGH
 10:35:43 AND BISECT A PRIVATE GATED COMMUNITY.
 10:35:47 REPORTS AND PLANS FOR THIS TRAIL HAVE BEEN CONSISTENTLY MADE
 10:35:53 WITHOUT PLANNERS VISITING THE VINES AND WITNESSING FIRSTHAND
 10:35:59 ITS DIRECT IMPACT ON THE SAFETY AND CONCERNS OF THE
 10:36:03 COMMUNITY.
 10:36:03 TO DATE, THE VINES IS RARELY, IF EVER, EVEN NOTED ON DESIGN
 10:36:09 MAPS OF THE TRAIL.
 10:36:11 INVOLVING THE ENTIRE COMMUNITY IN SUCH A PLAN AND NOT JUST
 10:36:17 COMMUNITIES THAT ARE NOT DIRECTLY IMPACTED BY THE LOCATIONS
 10:36:20 OF THE TRAIL HAS BEEN DISRESPECTFUL AND WRONG.
 10:36:25 MOVING FORWARD, WE ARE HOPEFUL THAT THE LEADERS LIKE
 10:36:32 YOURSELF THAT REPRESENT ALL OF OUR CITIZENS WILL INVOLVE THE
 10:36:36 CITIZENS OF THE VINES OR ANY OTHER COMMUNITY DIRECTLY
 10:36:40 IMPACTED BY ITS LOCATION IN PLANNING OF THE TRAIL.

10:36:45 WE HAVE BEEN PLEASED TO HEAR FROM MANY OF YOU.
 10:36:49 YOUR WORDS OF SUPPORT AND ENCOURAGEMENT HELP MAKE US FEEL
 10:36:53 HOPEFUL THAT OUR CONCERNS WILL BE ADDRESSED APPROPRIATELY.
 10:36:57 WE WOULD LIKE YOU AND ALL DECISION MAKERS TO NOT WALK THE
 10:37:04 TALK AND NOT JUST TALK THE TALK BY SHOWING YOUR COMMITMENT
 10:37:08 TO THE VINES IN YOUR DOCUMENTED ACTIONS.
 10:37:11 WE ARE READY TO BE PART OF THIS PROJECT AND THIS ENDEAVOR

 10:37:17 AND HELP THE PLANS MOVING FORWARD AS SOON AS WE ARE ASSURED
 10:37:23 OUR SAFETY AND SECURITY ARE PART OF THIS PLAN.
 10:37:28 WE ARE HERE.
 10:37:29 WE ARE NOT GOING ANYWHERE.
 10:37:33 WE ARE TALKING ABOUT A BIKE PATH AND AS IMPORTANT AS THIS
 10:37:36 PATH CAN BE VIEWED, IT CAN NEVER BE VIEWED AS MORE IMPORTANT
 10:37:41 THAN THE SAFETY AND SECURITY OF THE ENTIRE COMMUNITY OR
 10:37:44 PEOPLE.
 10:37:45 IT WOULD BE SHAMEFUL IF WE CANNOT FIND A WAY TO WORK
 10:37:53 TOGETHER TO ENSURE A PATH THAT BENEFITS US ALL.
 10:37:57 I WANT TO THANK YOU FOR YOUR TIME AND AGAIN,
 10:38:02 CONGRATULATIONS, MAYOR.
 10:38:04 >>Mayor McLain: THANK YOU SO MUCH.
 10:38:07 >>Carol Sacco: OUR NEXT IS MR. STEVE NOVOSAD FROM THE VINES.
 10:38:20 >> AGAIN, MY NAME IS STEVE NOVOSAD, N-O-V-O-S-A-D.
 10:38:26 I'M HERE AS A MEMBER OF COMMUNITIES FOR S-A-F-E, SAFE, WHICH
 10:38:29 STANDS FOR SECURE ACCESS FOR EVERYONE TRAILS.
 10:38:32 I'M ALSO A RESIDENT OF THE LOST CREEK DIVISION AT THE VINES,
 10:38:40 AND I'M HERE ALSO ON BEHALF OF THE VINES HOA AND ESTERO
 10:38:44 COUNTRY CLUB.
 10:38:45 FIRST, I WANT TO THANK THE COUNCIL MEMBERS WHO CAME TO VISIT
 10:38:51 AND APPRECIATE THEIR SUPPORT FOR OUR ISSUES.
 10:38:56 I ALSO WANT TO MAKE IT ABUNDANTLY CLEAR THAT OUR COMMUNITIES
 10:38:59 WITHIN THE VINES -- FIVE COMMUNITIES IN THE VINES PLUS
 10:39:02 ESTERO COUNTRY CLUB.

 10:39:04 WE'RE VERY MUCH IN FAVOR OF A TRAIL.
 10:39:05 WE JUST AREN'T IN FAVOR OF IT, WHERE IT WOULD SPLIT US IN
 10:39:12 TWO, RIGHT DOWN THE MIDDLE.
 10:39:14 HALF OF OUR POPULATION, CLUBHOUSE ON ONE SIDE, ONE WAY IN
 10:39:18 AND ONE WAY OUT WOULD DESTROY THE CHARACTER, SECURITY AND
 10:39:23 PRIVACY THE COMMUNITY HAS HAD OVER 40 YEARS.
 10:39:26 ALSO I TENDERED TO THE CLERK COPIES OF OUR MEMORANDUM AND A
 10:39:30 SUMMARY THAT SETS FORTH OUR POSITIONS.
 10:39:33 A FACT THAT'S BEEN UPSETTING IS THAT EVEN ON THIS MAP AND
 10:39:37 ALL THE MAPS THE MPO PROVIDED, THEY SHOW WHERE IT CROSSES
 10:39:42 THROUGH THE VINES, BUT IT DOESN'T IDENTIFY THE VINES.
 10:39:45 SO NOBODY LOOKING AT THE MAP WOULD EVER NOTICE THAT THIS
 10:39:50 TRAIL AS SOME PEOPLE PROPOSE WOULD DIRECTLY CROSS THROUGH
 10:39:54 THE MIDDLE OF A PRIVATE GATED COMMUNITY.

10:39:57 THAT'S BEEN A LITTLE DISTURBING.
 10:39:59 IN FACT, YOU DON'T SEE IT HERE OR ON ANY OF THE OTHER MAPS
 10:40:03 THAT THE MPO HAS PROVIDED.
 10:40:05 IN SHORT, OUR POSITION THAT THE PROPOSED MULTIUSE PATH WOULD
 10:40:08 NOT ONLY INTERFERE WITH BUT WOULD DESTROY OUR ENJOYMENT AND
 10:40:12 USE OF OUR PROPERTY AS WELL AS MAKING US LESS SAFE AND
 10:40:16 SECURE.
 10:40:17 WE NEED TO ADDRESS THOSE ISSUES IN ANY FUTURE PLANNING, AND
 10:40:20 THERE HAS TO BE SOME RESOLUTION THAT PRESERVES OUR SAFE,
 10:40:28 HAPPY ENJOYMENT THAT THE VINES HAS HAD FOR 40 YEARS.
 10:40:33 I NOTICED THAT WE'RE INCORPORATED IN 2014.

 10:40:38 THAT WAS ABOUT THE TIME THE RAILROAD CEASED TO RUN.
 10:40:41 ALSO, I KNOW THERE'S BEEN GOOD TALK ABOUT HOW TO PAY FOR
 10:40:44 THIS.
 10:40:44 I KNOW THAT'S GOING TO BE A BIG ISSUE COMING ALONG, AND I
 10:40:48 THINK THAT ITEMS ARE GOING TO HAVE TO BE TAKEN INTO
 10:40:51 CONSIDERATION WITH RESPECT TO HOW TO PROTECT OUR RIGHTS AND
 10:40:54 OUR PROPERTY AT THE VINES.
 10:40:55 WE UNDERSTAND THERE IS A LONG WAY TO GO.
 10:40:58 NOTHING IS YET CARVED IN STONE.
 10:41:00 WHATEVER HAPPENS, HAPPENS.
 10:41:02 WE FULLY EXPECT THAT OUR SAFETY AND SECURITY WILL BE CARVED
 10:41:06 IN STONE AT THAT TIME.
 10:41:08 WE WILL BE INVOLVED WITH THIS PROJECT EVERY STEP OF THE WAY.
 10:41:11 WE LOOK FORWARD TO SEEING THE ACTUAL AGREEMENTS, TOO, BY THE
 10:41:15 WAY, AND ANY AGREEMENTS DOWN THE ROAD AND ALL THE REALTORS
 10:41:18 IN THE AREA SHOULD BE PREPARED TO ADVISE THEIR PURCHASERS OF
 10:41:23 THIS PROJECT.
 10:41:24 THANK YOU.
 10:41:25 >>Mayor McLain: THANK YOU.
 10:41:28 >>Carol Sacco: WE HAVE ONE MORE, MAYOR.
 10:41:29 JAN FERRIS FROM THE VINES.
 10:41:41 >> GOOD MORNING.
 10:41:42 THANK YOU FOR THE OPPORTUNITY TO SAY A FEW WORDS.
 10:41:45 WE AT THE VINES -- I'M JAN FERRIS, AND I SERVE ON THE BOARD
 10:41:50 OF DIRECTORS FOR ESTERO COUNTRY CLUB AT THE VINES.

 10:41:53 SO ALL OF US HAVE A MAJOR INTEREST IN LOOKING AT HOW THIS
 10:41:59 TRAIL IS BEING DEVELOPED.
 10:42:02 WE THINK THE TRAIL IS A GOOD THING, BUT NOT IF IT'S GOING TO
 10:42:07 NEGATIVELY IMPACT A SPECIFIC NEIGHBORHOOD SUCH AS THE VINES.
 10:42:12 THE TRAIL PATH AS PRESENTED DIVIDES THE VINES IN HALF.
 10:42:18 NOWHERE ELSE DOES THIS HAPPEN.
 10:42:21 IN OTHER WORDS, A TRAIL IS RUNNING ADJACENT TO PEOPLE'S
 10:42:26 BACKYARDS, TO SCHOOLS, ET CETERA.
 10:42:28 IT BISECTS THE MIDDLE OF OUR BACKYARD.
 10:42:34 SO WE HAVE A FENCE AROUND OUR BACKYARD AND NOW WE'LL HAVE A

10:42:37 PUBLIC TRAIL GOING THROUGH THE MIDDLE OF OUR BACKYARD.
 10:42:40 I'VE BEEN TOLD, DON'T WORRY ABOUT CRIME.
 10:42:45 PUBLIC TRAILS ARE SAFE.
 10:42:46 SO IN BUFFALO, NEW YORK, ABOUT TEN YEARS AGO, FOR SIX YEARS,
 10:42:54 THERE WAS AN ACTIVE RAPIST, AND IT TOOK THEM SIX YEARS TO
 10:42:58 CATCH HIM.
 10:42:59 I HAVE PAGE AFTER PAGE OF DOCUMENTATION OF CRIME IN TRAILS.
 10:43:05 BUT MOST IMPORTANTLY, I USED TO LIVE IN INDIANAPOLIS, AND WE
 10:43:09 HAD THE MONON TRAIL.
 10:43:14 THE MONON TRAIL IN A FIVE-YEAR PERIOD, THERE WERE 360 CRIMES
 10:43:17 REPORTED, INCLUDING FOUR RAPES AND ONE HOMICIDE.
 10:43:20 360 PLUS FOUR RAPES, PLUS A HOMICIDE IN JUST FIVE YEARS.
 10:43:24 SO WE WANT TO BE SURE THAT IF THIS PATH DOES GO THROUGH THE
 10:43:30 MIDDLE OF OUR BACKYARD, THAT IT IS SAFE AND SECURE.
 10:43:34 WE'RE A NEIGHBORHOOD OF 500 HOMES.

10:43:39 WE'RE NOT A BIG FANCY COMMUNITY IN MARCO.
 10:43:42 WE ARE JUST LIKE YOU.
 10:43:43 WE LIVE HERE.
 10:43:44 WE EAT HERE.
 10:43:44 WE SLEEP HERE.
 10:43:45 WE PLAY HERE.
 10:43:47 AND WE LOVE ESTERO, AND WE WOULD LOVE A TRAIL, JUST MAKE
 10:43:52 SURE THAT YOU KEEP US IN YOUR MINDS AS THIS GOES FORWARD.
 10:43:57 THANK YOU FOR YOUR TIME.
 10:43:58 >>Mayor McLain: THANK YOU.
 10:43:59 >>Carol Sacco: THAT IS IT, MAYOR.
 10:44:01 >>Mayor McLain: NORMALLY WE DON'T MAKE COMMENTS ON -- WE
 10:44:06 SURE DON'T WANT TO GET INTO DEBATES WHEN WE HAVE PUBLIC
 10:44:10 COMMENTS.
 10:44:11 I'LL OPEN THIS UP TO OUR COUNCIL BECAUSE THIS IS A
 10:44:15 SIGNIFICANT OPPORTUNITY FOR THE WHOLE REGION IN HERE.
 10:44:21 I CAN SPEAK FOR MYSELF AND I THINK -- I WON'T SPEAK FOR ALL
 10:44:26 THE COUNCIL MEMBERS, BUT I BELIEVE ALL OF US HAVE BEEN TO
 10:44:29 THE VINES.
 10:44:31 I KNOW THAT DEB HAS BEEN THERE.
 10:44:36 I PERSONALLY TODAY APPRECIATE YOU BEING HERE TODAY
 10:44:39 EXPRESSING YOUR SUPPORT FOR A TRAIL AND ADVOCATING FOR YOUR
 10:44:46 BEST INTEREST IN HOW WE IMPLEMENT THAT TRAIL AND ENSURE YOUR
 10:44:52 SAFETY, YOUR QUALITY OF LIFESTYLE AND THE LIKE.
 10:44:54 I CAN TELL YOU FROM MY PERSPECTIVE I AM 100% BEHIND MAKING

10:45:00 SURE THAT THOSE ELEMENTS MEET YOUR NEEDS.
 10:45:02 AND WE WILL ALSO HAVE YOU MEMBERS, SELECT MEMBERS FROM YOUR
 10:45:09 AREA AND OTHER AREAS THAT ARE GOING TO BE IMPACTED IN
 10:45:14 DIFFERENT WAYS IN THE TRAIL THAT EVERYBODY IS PART OF THE
 10:45:19 DEVELOPMENT OF THIS TRAIL.
 10:45:20 SO IT REALLY MEETS ALL THE NEEDS OF THE REGION AND

10:45:23 INDIVIDUAL NEIGHBORHOODS IN THERE.
 10:45:25 YOU HAVE MY COMMITMENT, AND I -- IF OTHER COUNCIL MEMBERS
 10:45:31 WANT TO SPEAK.
 10:45:32 WE ARE GOING TO HAVE NUMEROUS MEETINGS TO MAKE SURE THAT
 10:45:35 THIS MEETS THE NEEDS OF OUR COMMUNITY APPROPRIATELY.
 10:45:39 I THINK THAT OVER THOSE MEETINGS, AND OVER A PERIOD OF TIME,
 10:45:42 THAT WE WILL HAVE SOME PEACE THAT THIS IS A GOOD EVENT.
 10:45:51 THAT DOESN'T MEAN THAT WE CAN GUARANTEE THAT THERE'S NOT
 10:45:54 GOING TO BE SOME ISSUES.
 10:45:55 MAINTENANCE WE WILL WORK THROUGH AND SECURITY ARE BIG ITEMS.
 10:45:58 WE HOPE THAT WE CAN MAKE IT EVEN MORE SECURE THAN WHAT IT
 10:46:03 HAS BEEN.
 10:46:03 THAT'S MY VISION.
 10:46:05 OBVIOUSLY DON'T HAVE A PLAN FOR THAT YET, BUT THAT'S THE
 10:46:08 NEXT SEVERAL WEEKS AND MONTHS THERE'S GOING TO BE A
 10:46:11 TREMENDOUS AMOUNT OF WORK TO ENSURE THIS THING WORKS FOR ALL
 10:46:15 PARTIES.
 10:46:15 ANY OTHER COMMENTS FROM COUNCIL?
 10:46:17 IF NOT --

10:46:23 >>Lori Fayhee: JUST ONE THING.
 10:46:24 I WOULD LIKE TO THANK ALL OF YOU FOR COMING AND SPEAKING
 10:46:27 TODAY AND FOR YOU AS WELL AND FOR ALL THE PEOPLE THAT SENT
 10:46:32 E-MAILS.
 10:46:34 THE INFORMATION IS REALLY VITAL FOR US TO MAKE THESE
 10:46:37 DECISIONS.
 10:46:37 SO THANK YOU.
 10:46:40 >>Mayor McLain: NO OTHER COMMENTS, I WILL TAKE A MOTION TO
 10:46:43 ADJOURN THIS MEETING.
 10:46:46 >>Larry Fiesel: SO MOVED.
 10:46:47 >>Mayor McLain: COUNCILMAN FIESEL.
 10:46:51 SECOND BY COUNCILMAN WARD.
 10:46:55 [SOUNDING GAVEL]
 10:46:55 MEETING ENDED.
 10:46:56 THANK YOU.

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

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**DRAFT MINUTES
VILLAGE COUNCIL REGULAR MEETING**

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

February 7, 2024 9:30 a.m.

1. CALL TO ORDER

INVOCATION

Father Hugh Our Lady of Light Church

PLEDGE OF ALLEGIANCE

ROLL CALL

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

Also present

Village Manager Steve Sarkozy, Village Attorney Robert Eschenfelder, Community Development Director Mary Gibbs, Kevin Greenville, Finance Director, David Willems, Public Works Director, 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 Ward

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

Marcus Cantos, Estero
Carmelita Singh-Mayer, Rotary

4. CONSENT AGENDA

(a) January 24, 2024 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) Approve proposed schedule for Planning Zoning and Design Board appointments, including advertising, interviews, and selection.

Staff Presentation/Comments

Steve Sarkozy, Village Manager
Mary Gibbs, Community Development Director
Carol Sacco, Village Clerk

Council Questions or Comments

Councilmembers Zalucki, Ward, Fiesel, and Mayor McLain.

Public Comments

None.

Motion: Motion to approve schedule for Planning Zoning and Design Board appointments.

Motion by: Councilmember Fayhee
Seconded by: Councilmember Lopez

Action: Approved schedule for Planning Zoning and Design Board appointments.

Vote: (Roll Call)

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

Nay:

Abstentions:

(b) Resolution No. 2024-03 Community Development Block Grant Disaster Recovery (CDBG-DR) Planning Grant Applications.

A Resolution of the Village Council of the Village of Estero, Florida, Approving of the Submission of Application for a Community Development Block Grant Disaster Recovery Grant to Fund a Vulnerability Assessment and ECO-Historic Planning Study for the Village; Making Related Findings; Providing for Severability and for an Effective Date.

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Council Questions or Comments

Councilmember Ward, Vice Mayor Ribble, and Mayor McLain.

Public Comments

Terry Flanagan, Grandezza

Motion: Motion to adopt Resolution No. 2024-03.

Motion by: Vice Mayor Ribble

Seconded by: Councilmember Fiesel

Action: Adopted Resolution No. 2024-03.

Vote: (Roll Call)

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

Nay:

Abstentions:

(c) Sandy Lane Easement Acquisition Services Contract

Staff Presentation/Comments

Steve Sarkozy, Village Manager

David Willems, Public Works Director

Council Questions or Comments

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

Public Comments

None.

Motion: Motion to approve EC 2024-06 STA -02 in the amount of \$47,200 for Florida Acquisition & Appraisal Inc. to provide easement acquisition services for the Sandy Lane Bike/Ped Improvements Project, approve a \$4,700 contingency for additional services that may be required to complete the project, and 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 any subsequent amendments which do not require an increase in the not to exceed budget (with contingency).

Motion by: Councilmember Fayhee

Seconded by: Councilmember Ward

Action: Approved EC 2024-06 STA -02 in the amount of \$47,200 for Florida Acquisition & Appraisal Inc. to provide easement acquisition services for the Sandy Lane Bike/Ped Improvements Project, approve a \$4,700 contingency for additional services that may be required to complete the project, and 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 any subsequent amendments which do not require an increase in the not to exceed budget (with contingency).

Vote: (Roll Call)

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

Nay:

Abstentions:

(d) River Ranch Road Easement Acquisition Services Contract

Staff Presentation/Comments

Steve Sarkozy, Village Manager

David Willems, Public Works Director

Council Questions or Comments

Councilmember Lopez and Mayor McLain.

Public Comments

None.

Motion: Motion to approve EC 2024-06 STA-03 in the amount of \$200,600 for Florida Acquisition & Appraisal Inc. to provide easement acquisition services for the River Ranch Road Improvements Project, approve a \$20,000 contingency for additional services that may be required to complete the project, and 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 any subsequent amendments which do not require an increase in the not to exceed budget (with contingency).

Motion by: Councilmember Lopez

Seconded by: Councilmember Fiesel

Action: Approved EC 2024-06 STA-03 in the amount of \$200,600 for Florida Acquisition & Appraisal Inc. to provide easement acquisition services for the River Ranch Road Improvements Project, approve a \$20,000 contingency for additional services that may be required to complete the project, and 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 any subsequent amendments which do not require an increase in the not to exceed budget (with contingency).

Vote: (Roll Call)

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

Nay:

Abstentions:

(e) US 41 Median Landscaping (Williams Rd to South of Estero Parkway) Contract

Staff Presentation/Comments

Steve Sarkozy, Village Manager

David Willems, Public Works Director

Council Questions or Comments

Councilmembers Fiesel, Fayhee, Vice Mayor Ribble, and Mayor McLain.

Public Comments

None.

Motion: Motion to approve EC 2019-66 STA-42 in the amount of \$236,405 for P & T Lawn & Tractor Services, Inc. to install landscaping along US 41 from Williams Road to south of Estero Parkway, approve a \$23,000 contingency for additional services that may be required to complete the project, and 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 any subsequent amendments which do not require an increase in the not to exceed budget (with contingency).

Motion by: Councilmember Fiesel

Seconded by: Councilmember Lopez

Action: Approved EC 2019-66 STA-42 in the amount of \$236,405 for P & T Lawn & Tractor Services, Inc. to install landscaping along US 41 from Williams Road to south of Estero Parkway, approve a \$23,000 contingency for additional services that may be required to complete the project, and 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 any subsequent amendments which do not require an increase in the not to exceed budget (with contingency).

Vote: (Roll Call)

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

Nay:

Abstentions:

(f) Corkscrew Road Easement Acquisition Services Contract

Staff Presentation/Comments

Steve Sarkozy, Village Manager

David Willems, Public Works Director

Council Questions or Comments

Councilmember Fiesel and Mayor McLain.

Public Comments

None.

Motion: Motion to approve EC 2024-06 STA -01 in the amount of \$59,000 for Florida Acquisition & Appraisal Inc. to provide easement acquisition services for the Corkscrew Road Pathway Improvements Project, approve a \$5,900 contingency for additional services that may be required to complete the project, and 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 any subsequent amendments which do not require an increase in the not to exceed budget (with contingency).

Motion by: Vice Mayor Ribble

Seconded by: Councilmember Zalucki

Action: Approved EC 2024-06 STA -01 in the amount of \$59,000 for Florida Acquisition & Appraisal Inc. to provide easement acquisition services for the Corkscrew Road Pathway Improvements Project, approve a \$5,900 contingency for additional services that may be required to complete the project, and 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 any subsequent amendments which do not require an increase in the not to exceed budget (with contingency).

Vote: (Roll Call)

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

Nay:

Abstentions:

(g) Resolution No. 2024-01 Waiver of Competition

A Resolution of the Village Council of the Village of Estero, Florida, Approving the Waiver of Competitive Solicitation for CEI Services Through Calendar Year 2024; Making Related Findings; Providing for Severability and for an Effective Date.

Staff Presentation/Comments

Steve Sarkozy, Village Manager
David Willems, Public Works Director
Robert Eschenfelder, Village Attorney

Council Questions or Comments

Councilmember Ward and Mayor McLain.

Public Comments

None.

Motion: Motion to adopt Resolution No. 2024-01.

Motion by: Councilmember Zalucki

Seconded by: Councilmember Ward

Action: Adopted Resolution No. 2024-01.

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.

Staff Presentation/Comments

Robert Eschenfelder, Village Attorney

Public Comment

Marcus Cantos, Estero

8. VILLAGE ATTORNEY'S REPORT

Robert Eschenfelder, Village Attorney

Council Questions or Comments

Councilmember Fiesel.

9. VILLAGE MANAGER'S REPORT

Steve Sarkozy, Village Manager

Adjourn Regular Session at 10:58 am and Convene Workshop Item 10:58 am.

10. WORKSHOP

(a) Update Monument Signs

Staff Presentation/Comments

Steve Sarkozy, Village Manager

David Willems, Public Works Director

Council Questions or Comments

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

Public Comments

None.

11. ADJOURNMENT at 11:15 am

Motion by Councilmember Fiesel and seconded by Councilmember Ward.

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
February 21, 2024

Agenda Item:

Corkscrew Road – River Creek Sidewalk Agreement

Motion to approve a perpetual sidewalk easement agreement with GL Homes to obtain an easement for the path along the River Creek Community and pay GL Homes \$104,994.23 after they build the path.

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

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

Background:

The Village of Estero has an opportunity to work with GL Homes to install a portion of the proposed Corkscrew Road path as GL Homes completes construction along the front entrance of the River Creek Community.

Description:

The attached sidewalk easement agreement between the Village of Estero and GL Homes will provide the Village of Estero and pathway easement for the proposed 10-ft wide path on the south side of Corkscrew Road and the River Creek frontage. Per the agreement GL Homes will build the path and the Village will reimburse GL Homes the cost of the construction.

As currently designed, the Corkscrew Road paths are proposed to be asphalt. GL Homes provided costs for both asphalt and concrete.

Action Requested:

Page 1 of 2

Motion to approve a perpetual sidewalk easement agreement with GL Homes to obtain an easement for the path along the River Creek Community and pay GL Homes \$104,994.23 after they build the path.

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

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

Process and Timeline:

GL Homes and the Village will execute and record the agreement after Council approval. GL Homes will construct the path as part of their final grading and landscaping along their front entrance. The path is expected to be completed by February 2024.

Financial Impact:

The proposed financial impact is \$114,994.23. (\$104,994.23 plus a 10% contingency)

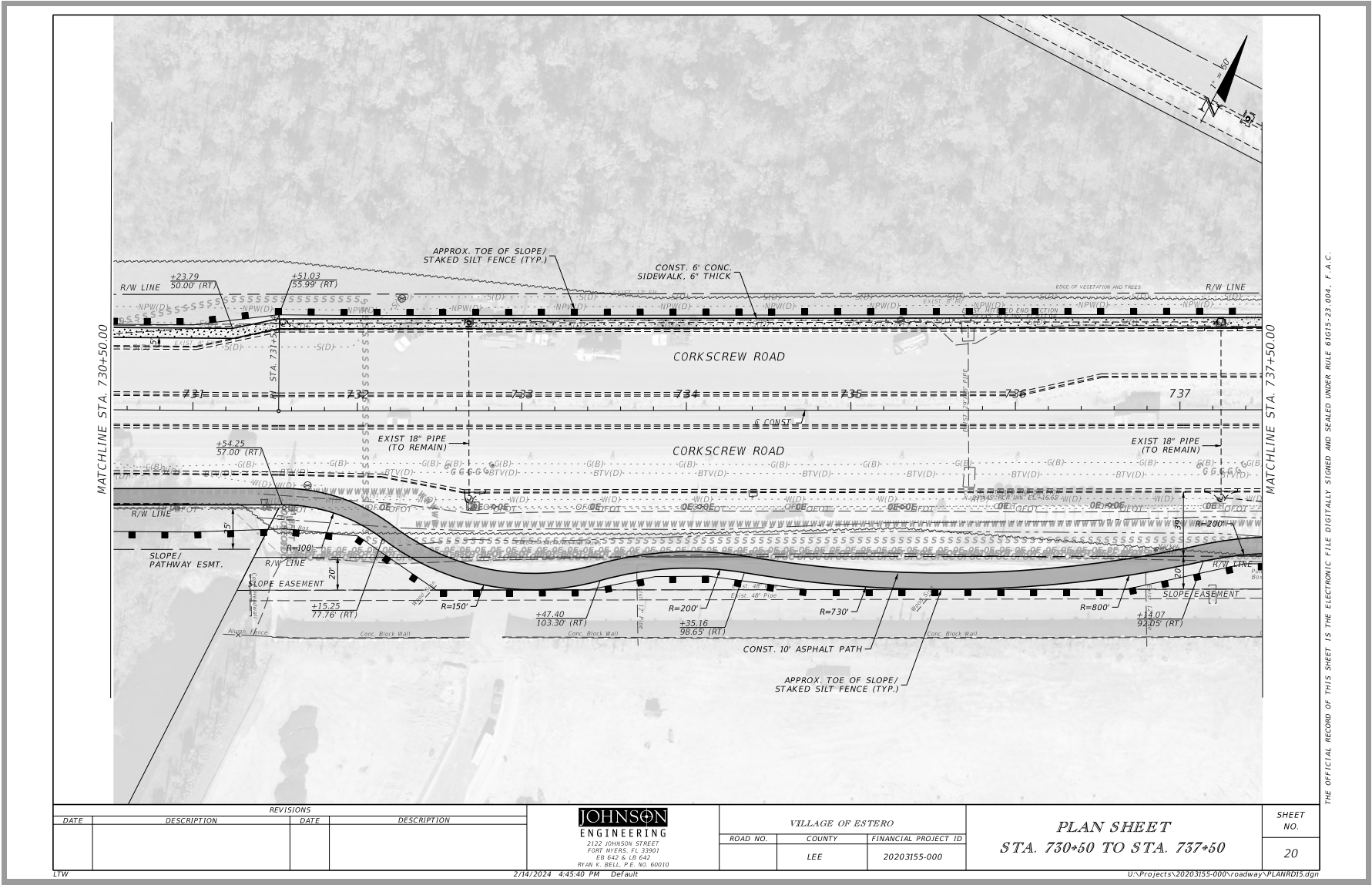
The Fiscal Year 2023-2023 budget includes \$4,963,450 construction the Corkscrew Road path.

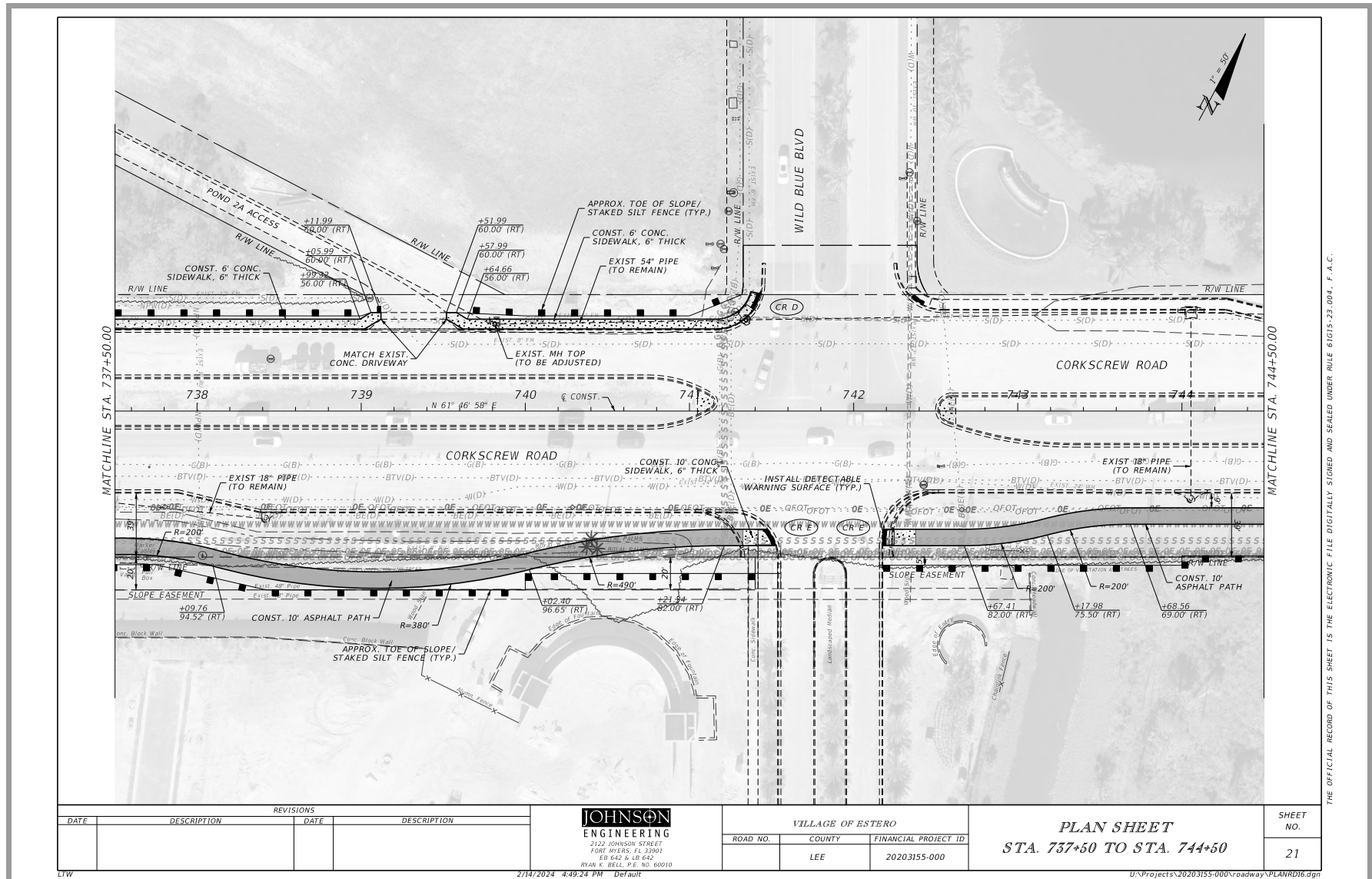
Prepared by: David Willems, P.E.

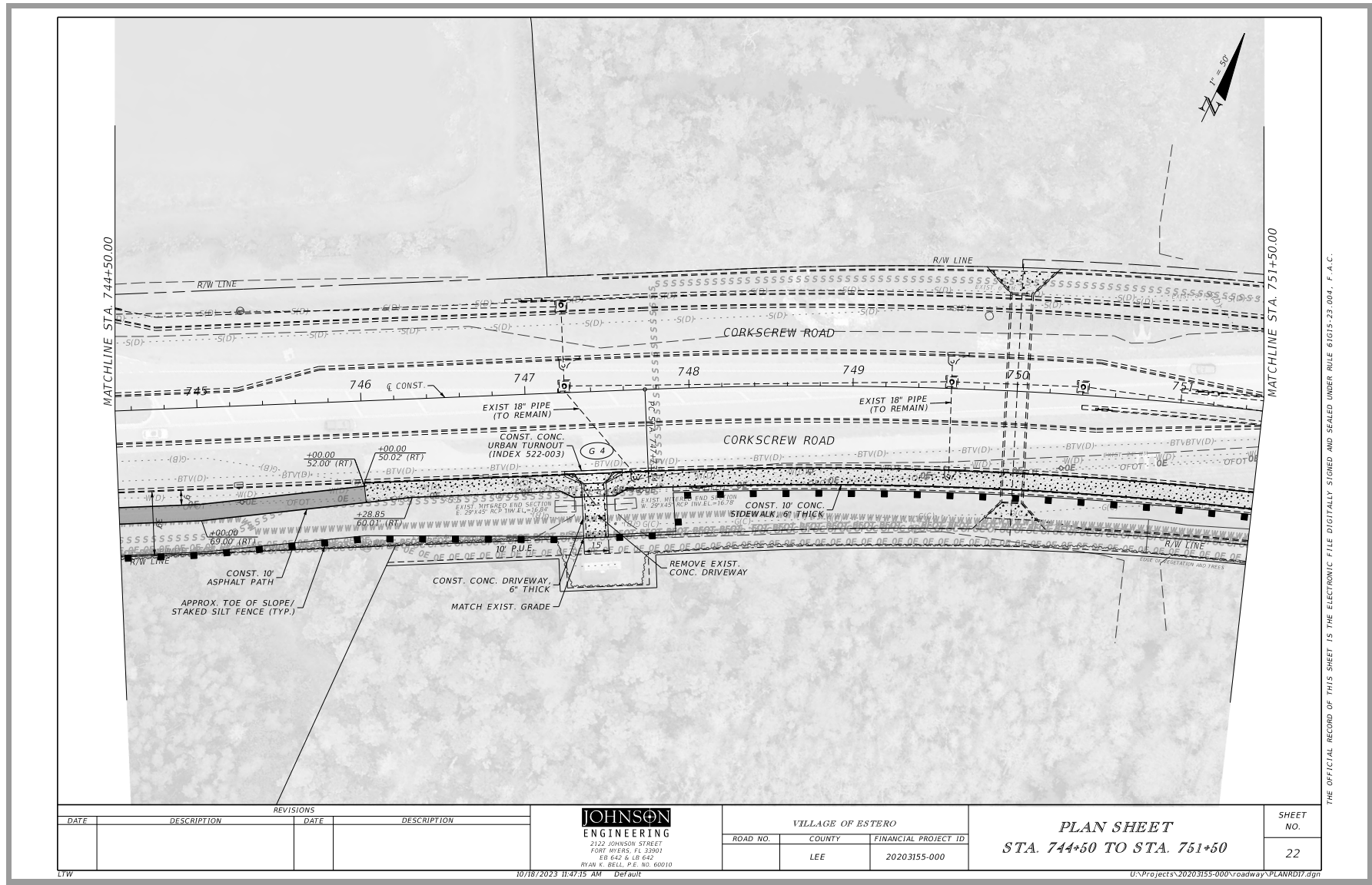
Attachments:

1. Location Map
2. Path Plans
3. Perpetual Sidewalk Easement Agreement
4. Asphalt Bid
5. Concrete Bid









PERPETUAL SIDEWALK EASEMENT AGREEMENT

THIS INSTRUMENT PREPARED BY:	I	
	I	
	I	
Robert Eschenfelder, Esq.	I	
Trask Daigneault, LLP	I	
1001 S. Ft. Harrison Ave. Ste. 201	I	
Clearwater, FL 33756	I	
Project Name: Corkscrew Pathway Construction	I	
D.O. #:	I	
STRAP #(s):	I	
	I	This Space For Recording

THIS PERPETUAL SIDEWALK EASEMENT AGREEMENT (this “Agreement”) is made this 21st day of February, 2024, by and between Lee County Homes Associates IV, LLLP, a Florida limited liability limited partnership (“Grantor”), with the address of 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, FL 33323, and the Village of Estero, a Florida municipal corporation, with the address of 9401 Corkscrew Palms Circle, Estero FL 33928 (“Village”).

Wherever used herein, the terms “Grantor” and “Village” shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships (including joint ventures), public bodies and quasi-public bodies, wherever the context so admits or requires.

WHEREAS, Grantor is the owner of property situate, lying and being in Lee County, Florida, and described as follows:

See **Exhibit “A”** attached hereto and made a part hereof which contains the legal address (if relevant), parcel number(s), STRAP number(s), and accompanying sketch or description of the portion of the property (the “Easement Area”); and

WHEREAS, the Easement Area lies contiguous to the Corkscrew Road public right-of-way (“Corkscrew Road”); and

WHEREAS, the Village desires an easement for the placement, maintenance and public use of a public sidewalk facility, including any related improvements necessarily incidental thereto, on, over, and across the Easement Area; and

WHEREAS, Grantor is willing to grant such an easement and to construct for the Village a public sidewalk facility, including any related improvements and appurtenant drainage facilities (which may include contouring of abutting land to support, reinforce, and stabilize Corkscrew Road adjacent thereto) within the Easement Area, all in accordance with the plan scope and cost estimate attached hereto as **Exhibit “B”**, which is made a part hereof (collectively, the “Sidewalk

Facilities”); and

WHEREAS, Grantor is willing to grant such easement and construct the Sidewalk Facilities for the Village in exchange for the Village’s reimbursement to Grantor for the actual costs incurred by Grantor in connection with the construction of the Sidewalk Facilities, all upon the terms, but subject to the conditions, hereinafter set forth in this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants each to the other made herein and the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein by this reference.
2. Grantor does hereby grant and convey unto the Village, its successors and assigns, a perpetual, non-exclusive sidewalk easement and full and free right and authority for pedestrian ingress and egress to members of the public on, over, across and through the Easement Area, and for the right of the Village, at its sole expense, to excavate, construct, maintain, repair, install, relocate, replace, improve, remove, inspect, and rebuild sidewalk facilities within the Easement Area for the above-stated purposes.
3. Grantor further agrees to construct the Sidewalk Facilities within the Easement Area in accordance with **Exhibit “B”**, the Design Specifications (as hereinafter defined) and the conditions of any regulatory permits issued for construction of the Sidewalk Facilities. All regulatory permits for construction of the Sidewalk Facilities will be obtained by the Village at its sole cost and expense. The construction of the Sidewalk Facilities by Grantor will occur in conjunction with Grantor’s grading and landscaping of that portion of the RiverCreek residential community (the “Community”) fronting Corkscrew Road. Grantor will not provide the Village with any warranties with respect to the construction of the Sidewalk Facilities, including, without limitation, warranties as to the quality, use or fitness of any construction, materials or equipment.
4. In exchange for Grantor’s grant of easement and construction of the Sidewalk Facilities, the Village agrees to reimburse Grantor for the actual costs incurred by Grantor in connection with the construction of the Sidewalk Facilities. Grantor shall submit its reimbursement requests, along with reasonable related expense backup documents, to: willems@estero-fl.gov. Unless disputed by the Village in writing, all such reimbursements shall be paid within thirty (30) days of the Village’s receipt of reimbursement requests.
5. The Village, at its sole cost and expense, will prepare the design specifications for the Sidewalk Facilities (the “Design Specifications”). The Design Specifications will be prepared to ensure that the Sidewalk Facilities do not interfere with Grantor’s development of the Community (or any portion thereof). In that regard, no portion of the Sidewalk Facilities (including any landscaping associated therewith) shall block any signage or entry features/monuments for the Community, whether same are located within or outside of the Easement Area. Prior to such time as Grantor intends to commence work in the Easement Area, the Village will deliver a full and complete copy of the Design Specifications to Grantor for review to confirm compliance with the

terms and provisions of this Agreement. If Grantor objects to any portion or aspect of the Design Specifications, the parties agree to cooperate in good faith to resolve such objection to the mutual satisfaction of the parties and the Village will thereafter revise the Design Specifications accordingly to reflect the agreed resolution.

6. Once the Sidewalk Facilities have been constructed and accepted by the Village (which acceptance shall be in writing), they shall become property of the Village and the Village will be solely responsible, at the Village's sole cost and expense, to maintain, repair and/or replace the Sidewalk Facilities (and any modifications and/or additions thereto and/or replacements thereof constructed by or on behalf of the Village) in sound and safe condition, and in accordance with the Village's sidewalk repair and maintenance standards and all other applicable federal, state and local laws, ordinances, rules and regulations. From and after acceptance of the Sidewalk Facilities by the Village, Grantor will have no further responsibility or obligation whatsoever with respect to the maintenance, repair and/or replacement of the Sidewalk Facilities. In addition to the foregoing maintenance, repair and/or replacement obligations, the Village will be responsible to maintain, repair and/or replace all grass and landscaping within the Easement Area lying or located north of the Sidewalk Facilities; provided, however, the Village will not be required to maintain, repair and/or replace any grass or landscaping lying or located south of the Sidewalk Facilities, and Grantor shall remain responsible for such all such maintenance, repair and/or replacement.

7. In accordance with the right granted herein to receive ownership and maintenance responsibility of the constructed Sidewalk Facilities, the Village shall have the right, at the Village's sole cost and expense, to relocate, remove or trim any roots, trees or other vegetation or structures, including fencing or irrigation facilities, within the Easement Area to the extent necessary to excavate, construct, maintain, repair, install, relocate, replace, improve, remove, inspect, and rebuild the Sidewalk Facilities. Following any such activity, the Village will promptly restore to as good or better condition any portions of the Easement Area disturbed or destroyed by such activity.

8. When exercising any of its rights to excavate, construct, maintain, repair, install, relocate, replace, improve, remove, inspect, and rebuild the Sidewalk Facilities, the Village will coordinate the scheduling and logistics of such activities with Grantor to minimize disruptions caused by such activities to Grantor's access to/from, use and enjoyment of Grantor's property.

9. In recognition of the fact that the Sidewalk Facilities will be open to use by the general public, Grantor acknowledges and agrees that the Village shall have the right, in its sole discretion and without notice, to close any portion of the Sidewalk Facilities to pedestrian use should the Village determine that such closure is necessary to prevent injury or loss prior to exercising any of the Village's rights granted pursuant to this Agreement.

10. Notwithstanding that Grantor will be provided the opportunity to review the Design Specifications prepared by the Village, (i) nothing herein shall be read or interpreted as granting Grantor the right, subsequent to Grantor's initial construction of the Sidewalk Facilities, to determine the procurement procedures, the engineering standards, the construction means and methods, or the materials to be used related to the excavation, re-construction, maintenance, repair, re-installation, relocation, replacement, improvement, removal, inspection, or rebuilding of the Sidewalk Facilities and (ii) neither Grantor, nor any of Grantor's partners and affiliates, nor any

of their respective partners, affiliates, shareholders, officers, directors, agents, employees, successors and assigns, either jointly or severally, shall have, assume or incur any liability or responsibility whatsoever, in damages or otherwise, to the Village or any other person or entity by reason or on account of Grantor's review of the Design Specifications or for any mistake in judgment, negligence, misfeasance or nonfeasance related to or in connection with any such review or for any defect in the design or other aspect of any of the Sidewalk Facilities constructed pursuant to or in accordance with the Design Specifications pursuant to this Agreement.

11. The easement rights granted under this Agreement are non-exclusive. Grantor reserves the right to use the Easement Area for any lawful purpose, including the right to grant additional easements and licenses to others across and under the Easement Area, so long as the exercise of such right does not unreasonably interfere with the easement rights granted and conveyed pursuant to this Agreement, and does not result in damage to the Village's installed Sidewalk Facilities or loss of access to the Sidewalk Facilities by public pedestrians. The grant of the easement rights under this Agreement shall not be construed as a dedication to the public of the underlying fee simple ownership of the Easement Area or to grant any rights in and to Grantor's property, other than the Easement Area, in accordance with the terms of this Agreement.

12. Grantor warrants that Grantor has good and indefeasible fee simple title to and possession of the Easement Area, subject to other easements and matters of record. Grantor further warrants that it has the authority to convey this sidewalk easement. Grantor may encumber the Easement Area with a mortgage and related security documents; provided, however, any such mortgage and related security documents shall be subordinate to this easement. The Village will retain ownership of the Sidewalk Facilities on or within the Easement Area once constructed by Grantor and accepted by the Village.

13. The Village will indemnify and hold harmless the Grantor from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the exercise of any rights under this Agreement by the Village, the public or any person (individual or entity) whatsoever (other than the Grantor or its contractors, agents, successors and assigns), provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, and only to the extent caused in whole or in part by the negligent acts, faults, omissions or willful misconduct of the Village or its contractors, agents, successors or assigns. The Grantor will indemnify and hold harmless the Village from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from Grantor's construction of the Sidewalk Facilities, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property which occurred during Grantor's construction of the Sidewalk Facilities, and only to the extent caused in whole or in part by the negligent acts, faults, omissions or willful misconduct of the Grantor or its contractors.

14. Any lien recorded against the Easement Area or any of Grantor's property relative to the Village exercising any of its rights under this Agreement to excavate, construct, maintain, repair, install, relocate, replace, improve, remove, inspect, and rebuild the Sidewalk Facilities shall be deemed an immediate breach, and the Village shall have the obligation to remove or otherwise

cancel or discharge any such lien within thirty (30) days after written notice thereof by Grantor. If the Village fails to have any such lien removed or otherwise canceled or discharged within such thirty (30) day period, Grantor shall thereafter have the right (but not the obligation) to cause such lien to be released and the Village shall pay on demand all of Grantor's costs in connection therewith.

15. The Village shall require its contractors, subcontractors and agents performing any work upon or within the Easement Area to, at all times, carry, keep and maintain in full force and effect the following insurance coverages in a form or forms and with a company or companies reasonably acceptable to Grantor: (i) workmen's compensation insurance in accordance with applicable Florida Statutes, without exemption therefrom; (ii) comprehensive general public liability insurance with a minimum combined single limit of \$1,000,000 for bodily injuries, death, property damage, etc. resulting from any one occurrence (such insurance must be primary insurance and non-contributory with any other insurance carried by Grantor and must have a broad-form hold-harmless provision); (iii) comprehensive automobile liability insurance with a minimum combined single limit of \$500,000 for bodily injury, death and property damage resulting from any one occurrence, including all owned, hired, leased, and non-owned vehicles; and (iv) any and all other insurance coverage required by applicable law. The above described general public liability and automobile liability insurance shall name Grantor, its partners and affiliates, and each of their respective partners, affiliates, shareholders, officers, directors, agents, employees, successors and assigns as additional named insureds, shall include a waiver of subrogation against Grantor, and shall provide that the policy is not cancelable and may not be materially changed until Grantor has received at least 30 days prior written notice thereof from the insurance company. The Village shall provide Grantor with duplicate copies of all insurance policies containing such coverages or appropriate certificates evidencing such coverages prior to its contractors, subcontractors and/or agents entering the Easement Area.

16. In the event of a breach by any party of any of the terms, covenants, restrictions, or conditions of this Agreement, in addition to any other remedy for such breach provided elsewhere in this Agreement, the other party shall be entitled to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. The remedies specified in this Agreement shall be cumulative and in addition to all other remedies permitted at law or in equity.

17. All notices or other communications provided for herein shall be in writing and shall be (i) hand delivered, (ii) mailed by registered or certified United States Mail, postage prepaid, return receipt requested, (iii) delivered by overnight courier service, or (iv) emailed to the party entitled or required to receive the same at the address specified below or at such other address as may hereafter be designated in writing by any such party, and any notice or other communication given by either party to the other shall be deemed to have been sufficiently given for all purposes when made by personal delivery, upon actual delivery by registered or certified U.S. mail or overnight courier, or upon transmittal by email evidenced by electronic confirmation delivery, to wit:

To Grantor: LEE COUNTY HOMES ASSOCIATES IV, LLLP
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323

Attn: John Asher
Email: John.Asher@glhomes.com

With a copy to: LEE COUNTY HOMES ASSOCIATES IV, LLLP
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Richard Arkin
Email: Richard.Arkin@glhomes.com

To Village: Village of Estero
Attn: Village Manager
9401 Corkscrew Palms Circle
Estero, Florida 33928
Email: sarkozy@estero-fl.gov

With a copy to: Village of Estero
Attn: Public Works Director
9401 Corkscrew Palms Circle
Estero, Florida 33928
Email: willems@estero-fl.gov

18. This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically pre-empted by Federal Law. The parties agree that venue with respect to any state or federal litigation associated with the enforcement of any terms of this Agreement shall lie exclusively in Lee County, Florida.

19. It is intended that the easement, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, and shall bind every person having any fee, leasehold or other interest therein.

20. Each provision contained herein is hereby declared to be independent of and severable from the remaining provisions. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision herein is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.

21. No express or implied consent or waiver by a party will be deemed or construed to be a consent or waiver to or of any other event, breach or default hereunder. Failure by a party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues will not constitute a waiver by such party of its rights hereunder. The giving of consent by a party in any one instance will not limit or waive the necessity to obtain such party's consent in any future instance.

22. This Agreement may be amended, modified or terminated only by a written

instrument signed by both parties or their respective successors and assigns, which instrument will only become effective after being recorded in the Public Records of Lee County, Florida.

23. Each of the parties warrants and represents to the other that the individual signing this Agreement on its behalf has the full power and authority to execute and deliver the Agreement and to bind such party.

24. Notwithstanding the actual date(s) of execution, this Agreement shall not become effective until executed by the parties and recorded in the Official Records of Lee County, Florida.

[Signatures and acknowledgements appear on the following pages]

IN WITNESS WHEREOF, Grantor and the Village have caused this Agreement to be executed as of the day and year first above written.

WITNESSES: LEE COUNTY HOMES ASSOCIATES IV, LLLP,
a Florida limited liability limited partnership

By: Lee County Homes IV Corporation, a Florida
corporation, its general partner

Print Name: _____
Address: _____

By: _____
Richard Arkin, Vice President

Print Name: _____
Address: _____

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me by means of ____ physical presence
or ____ online notarization this ____ day of _____, 2024, by Richard Arkin, Vice
President of Lee County Homes IV Corporation, a Florida corporation, the general partner of LEE
COUNTY HOMES ASSOCIATES IV, LLLP, a Florida limited liability limited partnership, on
behalf of said corporation and partnership, and who is ____ personally known to me or who ____
produced _____ as identification.

[Signature of Notary]

[Typed or printed Name]

Notary Seal:

VILLAGE OF ESTERO, FLORIDA

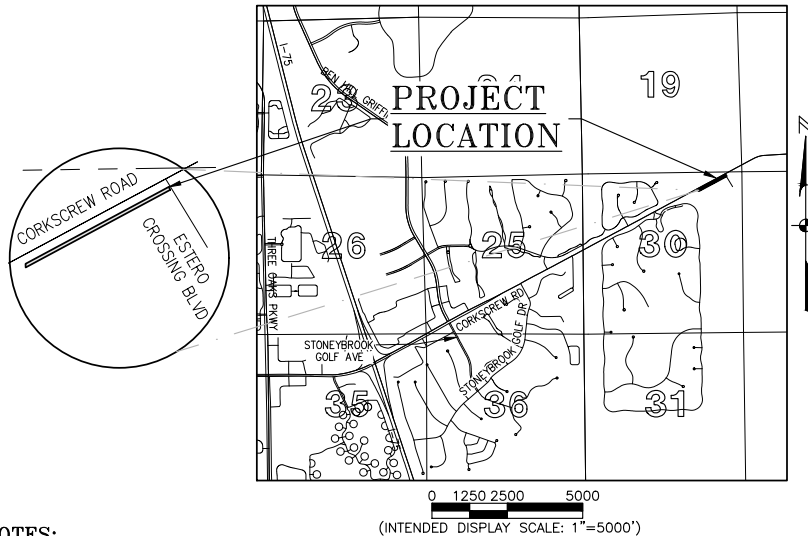
By: _____
Steve Sarkozy, Village Manager

EXHIBIT “A”

Sketch and Description of the Easement Area

[See attached four (4) pages]

VICINITY MAP
1"=5000'



NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. HORIZONTAL DATA AND COORDINATES SHOWN HEREON ARE IN FEET AND ARE PROJECTED ONTO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT.
3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY OF CORKSCREW ROAD, WHEREIN SAID SOUTHERLY RIGHT-OF-WAY BEARS N.61°46'58"E.
4. PARCEL CONTAINS 20,165 SQUARE FEET OR 0.46 ACRES, MORE OR LESS.
5. P.O.B. = POINT OF BEGINNING
6. ORB = OFFICIAL RECORDS BOOK
7. ORI = OFFICIAL RECORDS INSTRUMENT
8. PB = PLAT BOOK
9. CCMB = COUNTY COMMISSION MINUTES BOOK
10. PG = PAGE
11. (P) = PLAT
12. ROW, R/W = RIGHT-OF-WAY
13. LCUE = LEE COUNTY UTILITY EASEMENT
14. DE = DRAINAGE EASEMENT
15. IE = IRRIGATION EASEMENT
16. PUE = PUBLIC UTILITY EASEMENT
17. LBE = LANDSCAPE BUFFER EASEMENT
18. ELB = ENHANCED LANDSCAPE BUFFER
19. AE = ACCESS EASEMENT
20. ME = MAINTENANCE EASEMENT
21. SE/RE = SLOPE/RESTORATION EASEMENT
22. PSE = PERPETUAL SLOPE EASEMENT
23. RDE = REGIONAL DRAINAGE EASEMENT
24. SQ. FT./AC. = SQUARE FEET/ACRES
25. N: = NORTHING
26. E: = EASTING
27. C: = CENTERLINE
28. DESCRIPTION ON SHEET 4.
29. NOT VALID WITHOUT SHEETS 1 THROUGH 4 OF 4.

THIS IS NOT A SURVEY.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

THIS SKETCH HAS BEEN DIGITALLY SIGNED BY:
RICHARD G. DANIELS (FOR THE FIRM L.B. 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 7229
ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT
CONSIDERED SIGNED AND SEALED, AND THE DIGITAL
SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC
COPIES.

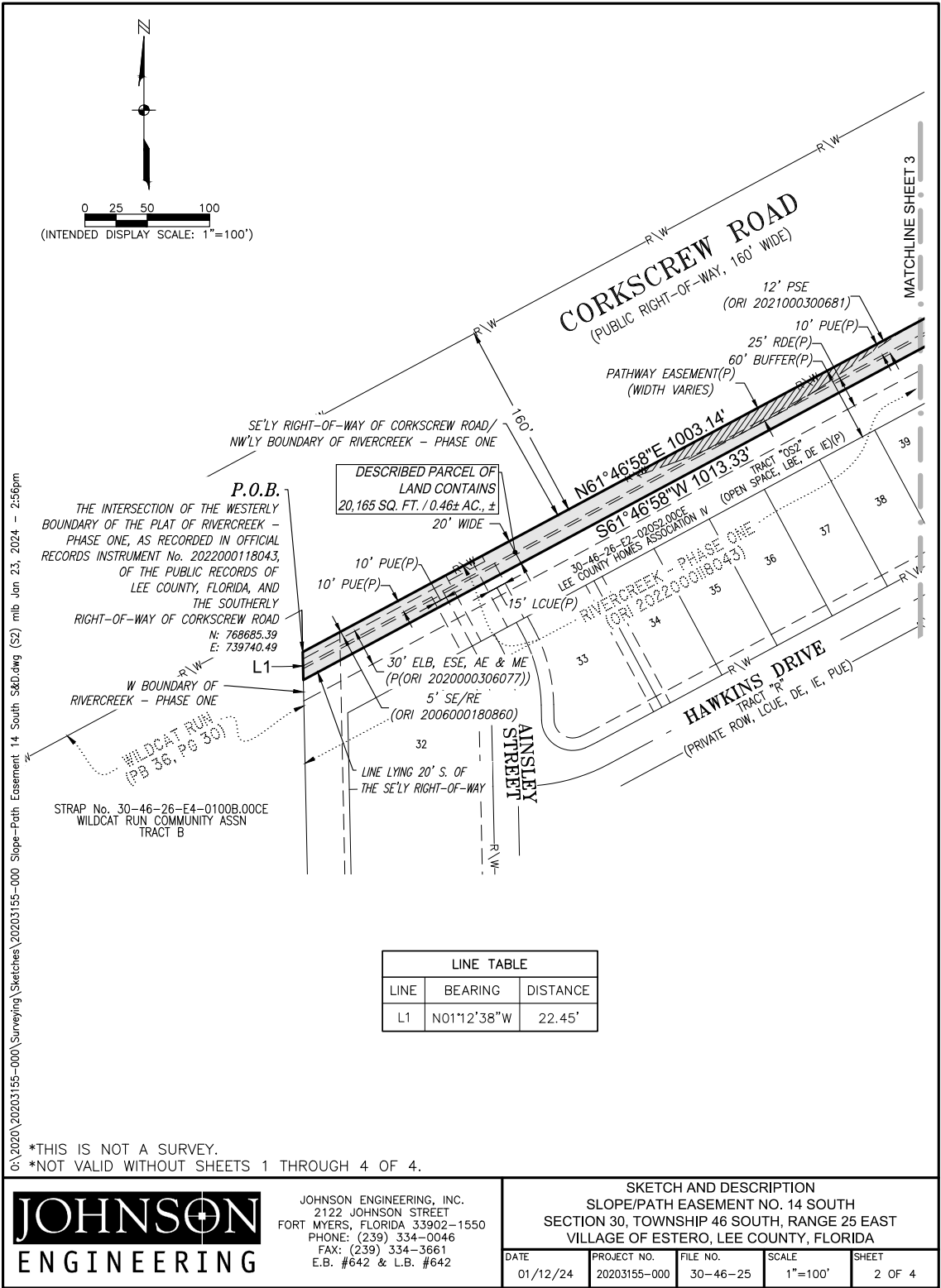
JOHNSON
ENGINEERING

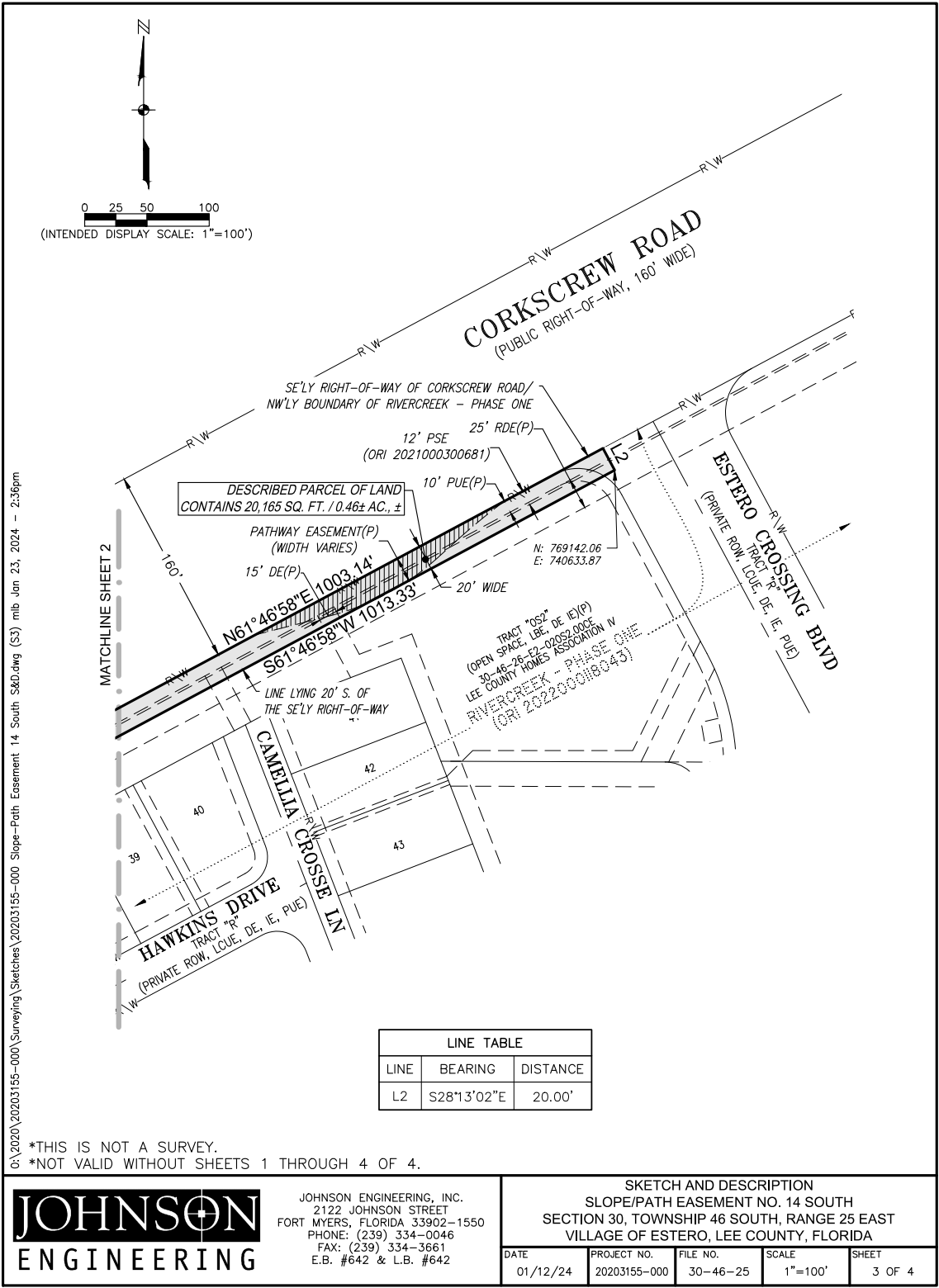
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642

SKETCH AND DESCRIPTION
SLOPE/PATH EASEMENT NO. 14 SOUTH
SECTION 30, TOWNSHIP 46 SOUTH, RANGE 25 EAST
VILLAGE OF ESTERO, LEE COUNTY, FLORIDA

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
01/12/24	20203155-000	30-46-25	AS SHOWN	1 OF 4

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5J-17.062, F.A.C.





DESCRIPTION

SLOPE/PATH EASEMENT NO. 14 SOUTH
A PORTION OF TRACTS OS2 & R, RIVERCREEK – PHASE ONE
LYING IN
SECTION 30 TOWNSHIP 46 SOUTH, RANGE 25 EAST
VILLAGE OF ESTERO, LEE COUNTY, FLORIDA

A PARCEL OF LAND BEING A PORTION OF TRACTS OS2 AND R, ACCORDING TO THE PLAT OF RIVERCREEK – PHASE ONE, AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2022000118043 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTION 30, TOWNSHIP 46 SOUTH, RANGE 25 EAST, VILLAGE OF ESTERO, LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE WESTERLY BOUNDARY OF THE AFOREMENTIONED PLAT OF RIVERCREEK – PHASE ONE, AND THE SOUTHERLY RIGHT-OF-WAY OF CORKSCREW ROAD (160 FEET WIDE), THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY N.61°46'58"E., 1,003.14 FEET; THENCE DEPARTING SAID SOUTHERLY LINE S.28°13'02"E., 20.00 FEET; THENCE ALONG A LINE 20 FEET SOUTHERLY OF AND PARALLEL WITH SAID RIGHT-OF-WAY S.61°46'58"W., 1,013.33 FEET TO THE WEST BOUNDARY OF THE AFOREMENTIONED PLAT OF RIVERCREEK – PHASE ONE; THENCE ALONG SAID WEST BOUNDARY N.01°12'38"W., 22.45 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINING 20,165 SQUARE FEET OR 0.46 ACRES, MORE OR LESS.

*THIS IS NOT A SURVEY.
*NOT VALID WITHOUT SHEETS 1 THROUGH 4 OF 4.

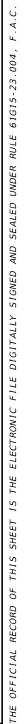
O:\2020\20203155-000\Surveying\Sketches\20203155-000 Slope-Path Easement 14 South S&D.dwg (s4) mib Jan 23, 2024 - 2:57pm

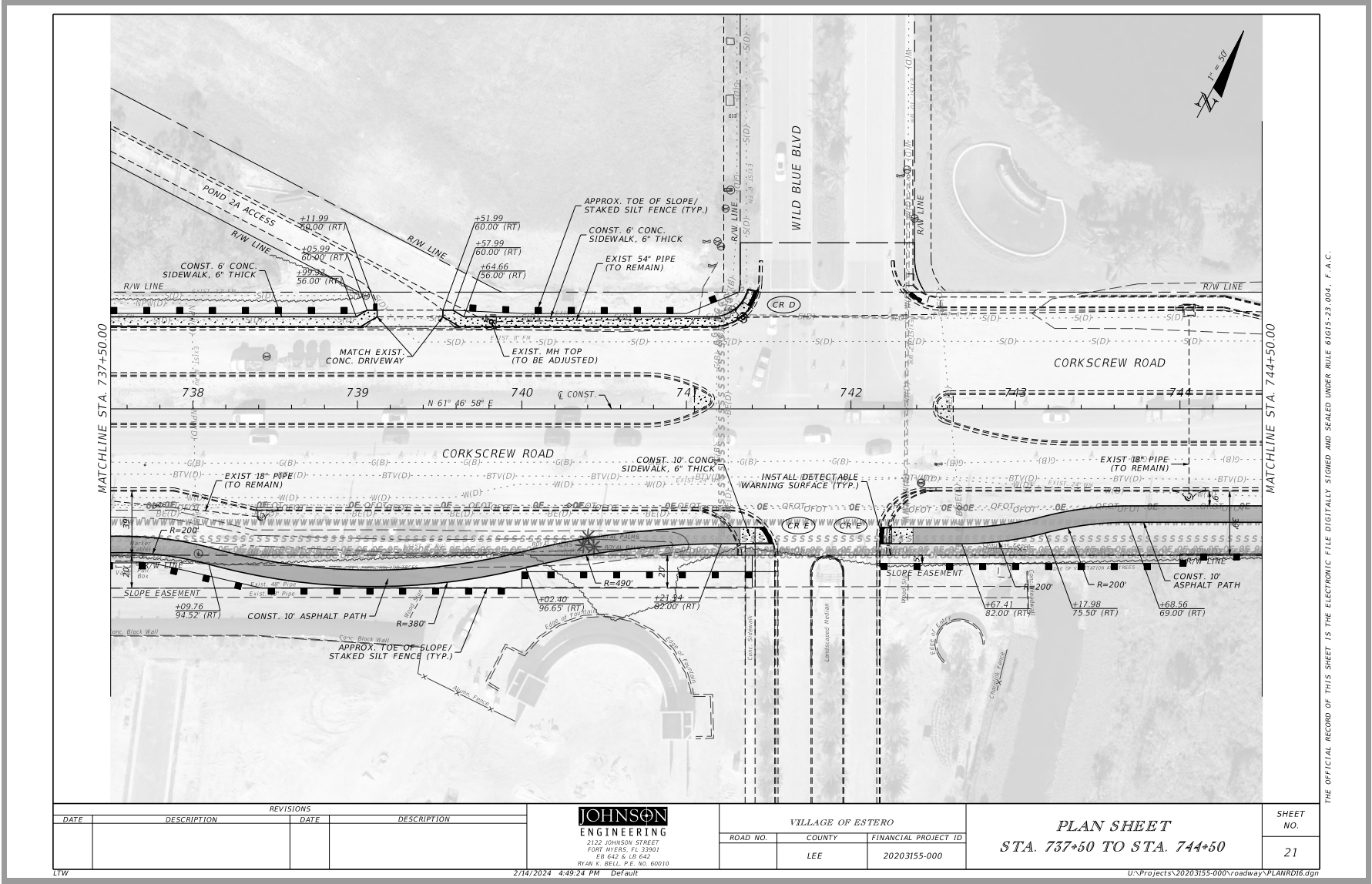
 JOHNSON ENGINEERING, INC. 2122 JOHNSON STREET FORT MYERS, FLORIDA 33902-1550 PHONE: (239) 334-0046 FAX: (239) 334-3661 E.B. #642 & L.B. #642		SKETCH AND DESCRIPTION SLOPE/PATH EASEMENT NO. 14 SOUTH SECTION 30, TOWNSHIP 46 SOUTH, RANGE 25 EAST VILLAGE OF ESTERO, LEE COUNTY, FLORIDA			
		DATE 01/12/24	PROJECT NO. 20203155-000	FILE NO. 30-46-25	SCALE N/A
				SHEET 4 OF 4	

EXHIBIT “B”

Plan Scope and Cost Estimate

[See attached four (4) pages]







16651 Old US 41
Fort Myers, FL 33912
Phone 239-437-0791

Project:	Corkscrew Crossing				
RFC #:	16-B				
Date:	December 8, 2023				
Respond By:	December 15, 2023				
Project Manager:	Craig Callis				
Email Address:	Craig Callis <Craig.Callis@glhomes.com>				
General Description of Work:	10' wide sidewalk offsite (asphalt pavement)				
Items	Description	Quantity	Unit	Unit Price	Total
1	Mobilization	1.00	LS	\$ 4,058.00	\$ 4,058.00
2	1.5", SP-9.5 Asphalt Paving (Single Lift)	1,593.00	SY	\$ 20.95	\$ 33,373.35
3	6" Limerock Base	1,593.00	SY	\$ 23.80	\$ 37,913.40
4	12" Stabilized Subgrade	1,593.00	SY	\$ 4.36	\$ 6,945.48
5	ADA Mats (2x5)	8.00	EA	\$ 363.00	\$ 2,904.00
6	Layout and Survey	1.00	LS	\$ 5,000.00	\$ 5,000.00
7	Grading	1.00	LS	\$ 14,800.00	\$ 14,800.00
	Total Request for Change				\$ 104,994.23
Notes:					
1. Unit price quote					
2. Maintenance of traffic not included					
3. No import or export of fill material, grading included only on existing contours					
4. No testing included					
5. Prices subject to change after a grading plan is provided					

Authorized Signature: _____ Date: _____

GL Homes



16651 Old US 41
Fort Myers, FL 33912
Phone 239-437-0791

Project:	Corkscrew Crossing				
RFC #:	16-B				
Date:	December 8, 2023				
Respond By:	December 15, 2023				
Project Manager:	Craig Callis				
Email Address:	Craig Callis <Craig.Callis@glhomes.com>				
General Description of Work:	10' wide sidewalk offsite (asphalt pavement)				
Items	Description	Quantity	Unit	Unit Price	Total
1	Mobilization	1.00	LS	\$ 4,058.00	\$ 4,058.00
2	1.5", SP-9.5 Asphalt Paving (Single Lift)	1,593.00	SY	\$ 20.95	\$ 33,373.35
3	6" Limerock Base	1,593.00	SY	\$ 23.80	\$ 37,913.40
4	12" Stabilized Subgrade	1,593.00	SY	\$ 4.36	\$ 6,945.48
5	ADA Mats (2x5)	8.00	EA	\$ 363.00	\$ 2,904.00
6	Layout and Survey	1.00	LS	\$ 5,000.00	\$ 5,000.00
7	Grading	1.00	LS	\$ 14,800.00	\$ 14,800.00
	Total Request for Change				\$ 104,994.23
Notes:					
1. Unit price quote					
2. Maintenance of traffic not included					
3. No import or export of fill material, grading included only on existing contours					
4. No testing included					
5. Prices subject to change after a grading plan is provided					

Authorized Signature: _____ Date: _____

GL Homes



16651 Old US 41
Fort Myers, FL 33912
Phone 239-437-0791

Project:	Corkscrew Crossing				
RFC #:	16-A				
Date:	November 17, 2023				
Respond By:	November 24, 2023				
Project Manager:	Craig Callis				
Email Address:	Craig Callis <Craig.Callis@glhomes.com>				
General Description of Work:	10' wide sidewalk offsite (6" concrete)				

Items	Description	Quantity	Unit	Unit Price	Total
1	6" Concrete Sidewalk	14,337.00	SF	\$ 8.63	\$ 123,728.31
	3000 PSI, sawed joints, broom finish, no reinforcement				
2	Truncated domes 4 EA 10'x2'	80.00	SF	\$ 35.65	\$ 2,852.00
3	Layout and Survey	1.00	LS	\$ 5,000.00	\$ 5,000.00
4	Grading	1.00	LS	\$ 14,800.00	\$ 14,800.00
	Total Request for Change				\$ 146,380.31

Notes:

1. Unit price quote, form place and finish only				
2. Maintenance of traffic not included				
3. No import or export of fill material, grading included only on existing contours				
4. No testing included				
5. Prices subject to change after a grading plan is provided				

Authorized Signature: _____ Date: _____

GL Homes

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
February 21, 2024

Agenda Item:

First Reading Ordinance No. 2024-03 regarding code enforcement procedures.

Background:

The process of local government code enforcement is regulated primarily by Florida Statutes Chapter 162. Article II of Chapter 1 of the Village Code currently addresses code enforcement within the Village. Those provisions were adopted in 2015 and have not been revisited by the Council since.

On January 3rd 2024, the Village Council conducted a workshop session related to the topic of code enforcement and provided feedback to Village staff on Council's current perspective on how the process is conducted. At its meeting on January 24th 2024, the Village Council asked the Village Attorney to perform a review of the Village Code and to bring back recommended revisions to remove or revise any outdated, preempted or lawfully questionable provisions, and to incorporate best practices as to the governmental/regulatory functions the Village performs.

The Village Attorney has reviewed the Village's code enforcement code and has drafted the attached Ordinance 2024-03 recommending revisions to the current code. With respect to issues in the current code:

- Currently, the code refers to a code enforcement board. However, that enforcement method is not used by the Village as the Village adopted a special magistrate model. References to a CEB are therefore removed.
- The current code provide that the issuance of liens shall be at the discretion of the CEB or magistrate, but that the Council may, by resolution, adopt standard code fines. However, the magistrate does not play a role in a code enforcement order imposing fines becoming a lien. Rather, the Village's code enforcement staff will made the decision to file such orders with the Clerk of Courts, thus causing the orders to become liens. In addition, since Florida law requires the magistrate to consider the amount of each daily fine to be imposed on a case-by-case basis,

creation of uniform code fines is not advised. These provisions are therefore removed.

- The current code does not provide for a level of detail with respect to the notice procedures which are not only called for in the statutes, but which the state's courts have over time ruled are requirements to ensure due process is afforded.

The draft Ordinance provides, in a 'one stop' location for residents and staff to refer to, the enforcement options available to the Village, the extent of authority of the magistrates, and the important procedural steps of which both Village staff and residents involved in the process should be aware. Among the enhancements provided to the current code, the Ordinance:

- Provides for a statement of intent with respect to why the Village engages in the code enforcement process
- Confirms that the Village's primary method of enforcement is by way of the special magistrate system, while also preserving the Village's authority to utilize alternative enforcement methods, and affirming the independent authority of the Fire Marshal and Building Official to exercise their authority independent of the code enforcement process
- Provides a definition section so residents can easily access the meaning of the key terms used in the code enforcement process.
- Provides for the appointment of more than one special magistrate to ensure that cases can be heard regardless of availability or potential conflict related to an individual magistrate, and clarifies the standards to be applied by magistrates when a party seeks their recusal due to conflicts.
- Clarifies the role of the Village Attorney in the process is to represent the Village, and not the magistrate, during proceedings.
- Provides for an initial 'courtesy' notice for non-urgent/non-repeat violations prior to the code enforcement officer's initiation of a formal violation notice.
- Sets forth the process to be followed by the owner-violator should property subject to a violation notice is transferred during the enforcement process.

- Provides for standard procedures for the conduct of enforcement hearings, including setting forth the process a magistrate must use prior to ordering the removal of anyone from a hearing.
- Contains an important provision which confines the magistrate's authority to only ruling upon the code enforcement violation charge at issue, and clarifying that the magistrate does not have the jurisdiction to render a declaration regarding underlying title to property rights/ownership, or declarations regarding whether a property is grandfathered under the Village's zoning code, or to address a party's assertion that their constitutional rights were violated.
- Sets forth the three factors a magistrate must consider prior to imposing a daily fine.
- Confirms that, in accordance with state law, the Village Council is the authority which must agree to compromise or eliminate a recorded code lien.
- Sets forth the information which a Village code lien must contain in order to be valid against creditors and subsequent purchasers.
- Prohibits violators or witnesses from engaging in *ex parte* communications with the magistrate outside of the hearing setting.
- Provides the violator and the Village Council may appeal from a ruling of the magistrate.
- Provides for the process to be used if a Deputy issues a citation for county court based on their authority to enforce municipal codes.
- Confirms that in addition to using the quasi-judicial enforcement process, the Village may elect to file a civil suit (including a public nuisance action) if the circumstances suggest that method would be most advantageous to gaining compliance and remediation.

The Village's code enforcement staff has reviewed the provisions of the Ordinance and are supportive of the Ordinance's adoption.

Action Requested: Motion to Pass first reading of Ordinance No. 2024-03 and set second reading for March 6, 2024 to adopt Ordinance No. 2024-03.

Process and Timeline:

Page 3 of 4

If Ordinance is adopted on first reading, a public hearing date will be set for the second reading.

Financial Impact:

The Ordinance brings the Village's published policy more in line with how the Village is already operating the code enforcement function. Therefore, there is no fiscal impact related to the Ordinance's adoption.

Prepared by: Robert Eschenfelder, Village Attorney

Attachments:

1. Ordinance No. 2024-03

ORDINANCE NO. 2024 - 03

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, AMENDING ARTICLE II OF CHAPTER 1 OF THE VILLAGE CODE REGARDING CODE ENFORCEMENT; MAKING RELATED FINDINGS; AND PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the process of local government code enforcement is regulated primarily by Florida Statutes Chapter 162; and

WHEREAS, Article II of Chapter 1 of the Village Code addresses code enforcement within the Village; and

WHEREAS, at its meeting on January 24th 2024, the Village Council asked the Village Attorney to perform a review of the Village Code and to bring back recommended revisions to remove any outdated, preempted or lawfully questionable provisions, and to incorporate best practices as to the various governmental and regulatory functions the Village and its staff performs; and

WHEREAS, as the Village Attorney has reviewed the Village's code enforcement code, which was adopted in 2015, and has recommended adoption of the revisions set forth in this Ordinance; and

WHEREAS, the Village Council has considered the Village Attorney's recommendations, the recommendations of Village staff with oversight regarding the code enforcement function, and input from residents provided at Council meetings on the Ordinance; and

WHEREAS, the Village Council finds that the provisions in this Ordinance are in the best interests of the Village and its residents and business community.

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

Section 1. Article II (Code Enforcement) of Chapter 1 (General Provisions) of the Village Code is hereby amended as follows:

ARTICLE II. – CODE ENFORCEMENT

DIVISION 1. – GENERAL PROVISIONS AND MAGISTRATE PROCESS

Sec. 1-41. -- IntentState law implemented.

The intent of this article is to authorize the use of a local government code enforcement special magistrate, and to adopt code enforcement procedures and enforcement options in order to

promote, protect and improve the health, safety and welfare of the citizens of the village by providing for equitable, expeditious, effective and inexpensive methods of enforcing the village code. Village of Estero hereby implements the municipal code enforcement authority provided by F.S. ch. 162, Pts. I (F.S. § 162.01 et seq.) and II (F.S. § 162.21 et seq.). The remainder of this article is intended to supplement the provisions of F.S. ch. 162 locally.

Sec. 1-42. — Applicability; optional enforcement.

Pursuant to Florida Statutes Chapter 162, the village is authorized to create or abolish by ordinance local government code enforcement systems. This article creates a code enforcement system that gives a code enforcement special magistrate designated by the council the authority to hold hearings and assess fines against violators of the village's code. A special magistrate shall have the same status as a code enforcement board as provided under Florida Statutes Chapter 162, and in this article. The provisions of this article shall in no way be construed to limit the power of the village to proceed in any other civil or criminal proceeding or in any other forum to enforce its code. Nor shall the provisions of this article negate the independent statutory authority of the village's fire marshal and building official to enforce the fire code and building code. The provisions of this article shall apply to and be enforced in all incorporated areas of the Village of Estero as the primary method enforcing this Code, including its land development regulations. Nothing contained in this article shall prohibit the Village from enforcing its codes or ordinances by any other means.

Sec. 1-43. - Definitions Code enforcement officials.

The following definitions are applicable to this article and have the following meanings: Village hereby establishes the following positions and offices for the provision of code enforcement within the Village:

Code enforcement special magistrate—The person(s) appointed by the council to serve as special magistrate and to administer the provisions of this article.

Code enforcement officer—Any employee or authorized agent of the village whose duty it is by virtue of job description, contract, or other lawful designation to assure code compliance through investigation and enforcement. In addition to any other person so designated, a deputy sheriff and any municipal law enforcement officer providing law enforcement services to the village are authorized to enforce the village's codes according to the provisions of this article.

Repeat violation—A violation of a provision of the village code by a person, business, or other entity who or which has previously been found by the special magistrate or through any other quasi-judicial or judicial process, to have violated (or who has admitted violating) the same provision within five years prior to the violation, notwithstanding the location of the prior violation(s).

(1) Code Enforcement Officer. The term "Code Enforcement Officer" means any designated employee or agent of the Village whose duty it is to enforce the codes and ordinances of

the Village and whose authority is synonymous with designated code enforcement officers or code inspectors as provided in F.S. ch. 162.

- (2) *Special Magistrate.* The term "Special Magistrate" means any person designated by the Village Council to hold hearings as provided by F.S. § 162.03. Any such magistrate must be at a minimum an attorney in good standing with the State Bar or retired judge or magistrate.

Sec. 1-44. -- Appointment of special magistrates; role of village attorney Enforcement procedure.

- (a) The council may, from time to time, appoint one or more persons to serve as code enforcement special magistrate. Such persons must be members in good standing of The Florida Bar and possess such other skills and experience as the council may require, with such compensation as is deemed appropriate by the council. Appointed magistrates will be subject to any oath or additional requirements as may be set forth in state law *Finding of violation.* Upon the finding of a code violation by Code Enforcement Officer, the Officer shall have the authority to issue and prosecute notices of violation, citations, summons or notices to appear as necessary and authorized as provided by code and general law.

- (b) Unless otherwise specified by contract, special magistrates shall have no set term of appointment. Upon initial appointment to preside over a case, a special magistrate shall review the identity of the alleged violator(s) so as to ensure the magistrate does not have any family, business or other such involvement with the violator(s) such that a conflict of interest would be present. Should such a conflict be identified, the special magistrate shall recuse her or himself and an alternative magistrate will be appointed to preside over the case. The recusal standards established in the state supreme court's judicial conduct code will control such questions. *Venue.* Except in civil actions to enforce Village codes and ordinances, or where a citation or notice to appear requires a violator's appearance in county court, violators shall appear before the Village's duly appointed Code Enforcement Board or Special Magistrate. The rules of procedure for any hearing before either a Code Enforcement Board or Special Magistrate shall be established by resolution of the Village Council.

- (c) The village manager or designee shall assign any violation notice referred by the code enforcement officer for hearing to the special magistrate. In the event more than one person is appointed special magistrate, the village staff shall endeavor to rotate assignments to permit each magistrate to remain current and active. *Penalties.* The issuance and determination of fines, costs, and liens amounts shall be in the discretion of the Code Enforcement Board or Special Magistrate as provided by general law. The Village Council may, however, establish by resolution a standard fine schedule for the issuance of citations.

- (d) The code enforcement officer is authorized to present cases before the special magistrate. The village attorney will attend special magistrate hearings to represent the village, and may, in conjunction with the code enforcement officer, present or argue complex or legally significant cases before the special magistrate.

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Sec. 1-45. – Enforcement procedures.

(a) It shall be the duty of the code enforcement officer to initiate enforcement proceedings of the various codes. Neither the council nor the special magistrate shall have the power to initiate such enforcement proceedings.

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(b) Except as provided in subsections (c) and (d), if a violation of the code is found, the code enforcement officer shall notify the violator and allow a reasonable time for the violator to correct the violation. Should the violation not be corrected within the time allowed (including any extensions the code enforcement officer determines to be reasonable under the circumstances), the code enforcement officer shall notify the village staff that a special magistrate hearing is requested. The village staff shall, thereafter, notify the special magistrate of the referral and coordinate with the magistrate on the scheduling of the hearing. The village staff shall also ensure a written notice of such hearing is hand delivered or mailed as provided in Florida Statutes § 162.12 to the violator. Notice may additionally be served by publication or posting as provided in Florida Statutes § 162.12. If, within the time provided by the code enforcement officer for correction, the violation is corrected but then recurs, or if the violation is not corrected, the violation is still considered a violation and shall still be presented to the special magistrate even if, prior to the hearing, the violation is corrected, and the notice of hearing shall so state.

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(c) If a repeat violation is found, the code enforcement officer shall notify the violator but is not required to give the violator a reasonable time to correct the violation. The code enforcement officer, upon notifying the violator of a repeat violation, may immediately notify the staff to schedule a special magistrate hearing. If the repeat violation has been corrected by the time of the hearing, the special magistrate shall schedule a hearing to determine costs and impose the payment of reasonable enforcement fees upon the repeat violator.

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(d) If the code enforcement officer has reason to believe a violation or the condition causing the violation presents a serious threat to the public health, safety, and welfare or if the violation is irreparable or irreversible in nature, the code enforcement officer shall make a reasonable effort to notify the violator and may immediately notify the staff and request a special magistrate hearing.

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(e) If the owner of property that is subject to an enforcement proceeding before the special magistrate or court transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall:

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(1) Disclose, in writing, the existence and the nature of the proceeding to the transferee.

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(2) Deliver to the transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding.

(3) Provide written disclosure to the transferee that the transferee will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding.

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(4) File a notice with the code enforcement official of the transfer of the property, with the identity and address of the new owner and copies of the above-required disclosures made to the new owner, within five days after the date of the transfer.

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If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall, upon proper motion made, be afforded a reasonable continuance to allow the new owner to correct the violation, secure legal counsel, or for other good cause shown. If the new owner corrects the violation before the re-scheduled hearing, the code enforcement officer may, if he or she determines that the new owner has acted in good faith to promptly come into compliance, file a dismissal of the violation and request cancellation of the hearing.

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Sec. 1-46. – Conduct at hearings; legal counsel.

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(a) Upon request of the code enforcement officer, or at such other times as may be necessary, the special magistrate may call a hearing to hear any outstanding notices of violations or any related motions. The village staff shall ensure that adequate hearing space within village hall, or at such other location within the village as would be appropriate, is secured for the hearing. The village shall provide an employee or contractor to serve as the hearing clerk for the magistrate and shall keep and maintain a copy of all official records of the case including exhibits admitted into evidence. However, it shall be the responsibility of any party to such hearing to secure a certified court reporter should a record of the proceedings be desired.

(b) If the village prevails in prosecuting a case before the special magistrate, it shall be entitled to recover all costs incurred in prosecuting the case before the code enforcement board or magistrate and such costs may be included in the lien authorized by law.

(c) The special magistrate shall proceed to hear the cases on the agenda for that day. However, the special magistrate may, in its/his/her discretion, continue any case until the next agenda upon a showing of good cause at the time of or prior to the scheduled hearing. All testimony shall be under oath. The special magistrate shall take testimony from the code enforcement officer, the alleged violator and any other witnesses called by the parties and allowed to testify by the special magistrate. The parties shall have the opportunity to give testimony, present witnesses and to cross-examine adverse witnesses in person or through their attorney. The formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings. The special magistrate may impose the rule of witness exclusion during the hearing if so requested by a party. While Florida Statutes § 286.011 is not applicable to a magistrate hearing, the magistrate shall generally allow citizens to attend and observe the hearing, and shall not exclude a person from the hearing room absent the person's engaging in threatening or disruptive behavior or for other good cause. Before removing a person from the hearing, the magistrate shall, safety permitting,

hear from the parties and the person to be removed before ruling. Any such ruling shall be made on the record, and the magistrate shall state the reasons for the removal.

(d) At the conclusion of the hearing, the special magistrate shall issue a final order containing findings of fact and conclusions of law, and shall therein affording the proper relief consistent with the findings and conclusions, and within the limits provided for in Florida Statutes Chapter 162. A certified copy of any such order which imposes a daily fine or awards allowable costs to the village may be recorded by the code enforcement officer in the public records of the county and shall constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns. If an order is recorded in the public records pursuant to this subsection and the order is complied with by the date specified in the order, the code enforcement board or special magistrate shall issue an order acknowledging compliance that shall be recorded in the public records.

Sec. 1-47. – Powers of special magistrate.

The special magistrate shall have the power to:

- (a) Adopt rules for the conduct of his or her hearings which are not inconsistent with this article.
- (b) Subpoena alleged violators and witnesses to his or her hearings. Subpoenas may be served by a sheriff's deputy or, if the violator or witness is not located in the sheriff's jurisdiction, then by any other individual authorized to serve process in the jurisdiction where the violator or witness is located.
- (c) Issue subpoenas for evidence when so requested by a party.
- (d) Take testimony under oath.
- (e) Issue orders having the force of law commanding whatever steps are necessary to bring a violation into compliance.
- (f) Impose daily fines in the manner and amounts set forth in this code, but not to exceed the maximum amounts established by state law.

Notwithstanding the foregoing authority, the magistrate shall not have any authority to grant or make a declaration regarding the underlying title to, or property rights of an alleged violator, including declaring whether a property owner has a vested or grandfathered right. Nor shall the magistrate have authority to grant or make a finding that a party's constitutional rights were or were not violated. Such determinations may only be made by a court of competent jurisdiction.

Sec. 1-48. – Administrative fines; costs of repair; liens.

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(a) The special magistrate, upon notification by the code inspector that an order of the special magistrate requiring compliance by a date certain has not been complied with by that date, or upon a finding by the special magistrate that a repeat violation has occurred, may order the violator to pay a fine as specified herein for each day the violation continues past the date set by the special magistrate for compliance, or in the case of a repeat violation, for each day the repeat violation continues past the date set by the special magistrate for compliance or, in the case of a repeat violation, for each day the repeat violation continues, beginning with the date the repeat violation is found by the code enforcement officer to have occurred or is discovered to exist. In addition, if the violation is a violation described in § 1-45(d), the special magistrate shall notify the village council, which may make all reasonable repairs which are required to bring the property into compliance and charge the violator with the reasonable costs of the repairs along with the fine imposed pursuant to this section. Making such repairs does not create a continuing obligation on the part of the village to make further repairs or to maintain the property and does not create any liability against the village for any damages to the property if such repairs were completed in good faith. If a finding of violation or a repeat violation has been made, a hearing shall not be necessary for issuance of the order imposing the fine. If, after due notice and hearing, the special magistrate finds a violation to be irreparable or irreversible in nature, it may order the violator to pay a fine as specified in subsection (b).

(b) A fine imposed pursuant to this article shall not exceed \$250.00 per day for a first violation and shall not exceed \$500.00 per day for a repeat violation, and, in addition, may include all costs of repairs pursuant to subsection (a). However, if a special magistrate finds the violation to be irreparable or irreversible in nature, the magistrate may impose a fine not to exceed \$5,000.00 per violation.

(c) In determining the amount of fine, if any, the special magistrate shall consider the following factors:

- (1) The gravity of the violation;
- (2) Any actions taken by the violator to correct the violation; and
- (3) Any previous violations committed by the violator.

(d) In any case in which the violator is found by the special magistrate to be in violation of the ordinances of the village, the special magistrate may impose additional fines to cover all costs incurred by the village in enforcing its codes against the violator, including the fee of the special magistrate, and all costs of repairs pursuant to subsection (a). In determining the amount of such fines, the special magistrate shall consider the criteria set forth in subsection (c).

(e) The special magistrate may reduce or eliminate a fine imposed by her or him pursuant to this section. The request to reduce or eliminate a fine shall be made within 60 days of correcting the violation for which the fine was assessed. If the violator fails to appear before the special magistrate because the violator did not receive actual notice of the hearing on

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the underlying violation, and so long as said lack of actual notice was not the result of the violator's own act or omission, the special magistrate may consider a request to reduce or eliminate a fine notwithstanding that the request is untimely made. Nothing herein shall be construed to grant the magistrate the right to reduce or eliminate a recorded code lien. Lien reductions or releases shall be approved by the council pursuant to subsection (g) below.

(f) Unless any request to reduce or eliminate a fine meets the conditions of subsection (e), any reduction or elimination in any fine previously imposed can only be considered by the village council.

(g) A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records of the county, and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order shall be enforceable in the same manner as a court judgment by the sheriffs of the state, including execution of a levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this section shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed pursuant to this section, whichever first occurs. A lien arising from a fine imposed pursuant to this section runs in favor of the village, and the council may execute a satisfaction or release of lien entered pursuant to this section. Upon filing and recording of such a lien, it shall remain a lien against each such property until paid.

(h) After three months from the filing of any such lien which remains unpaid, the village council may authorize the village attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. No lien created pursuant to the provisions of this section may be foreclosed on real property which is homesteaded under Section 4, Article X of the Florida Constitution. The money judgment provisions of this section shall not apply to real property or personal property which is covered by Section 4(a), Article X of the Florida Constitution. The village attorney or her/his designee is authorized to obtain a public records search for the purpose of determining whether to institute a lien foreclosure proceeding without the necessity of any action by the council whenever the unpaid amount of a lien assessed by the special magistrate exceeds \$100.00. No public records search for the purpose of determining whether to institute a lien foreclosure proceeding shall be obtained where the unpaid amount of the lien is less than \$100.00.

(i) Pursuant to Florida Statutes § 695.01(3), a lien by the village that attaches to real property for a code enforcement fine or penalty is valid and effectual in law or equity against creditors or subsequent purchasers for a valuable consideration only if:

(1) the lien is recorded in the official records of the county in which the property is located, and

(2) the recorded notice of lien contains:

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- a. the name of the owner of record,
- b. a description or address of the property, and
- c. the tax or parcel identification number applicable to the property as of the date of recording.

Sec. 1-49. – Duration of lien.

No lien provided under this article and applicable state law shall continue for a period longer than 20 years after the certified copy of an order imposing a fine has been recorded, unless within that time an action is commenced pursuant to subsection 1-77(g) in a court of competent jurisdiction. In an action to foreclose on a lien or for a money judgment, the village is entitled to recover all costs, including a reasonable attorney's fee, that it incurs in the action. The village shall be entitled to collect all costs incurred in recording and satisfying a valid lien. The continuation of the lien effected by the commencement of the action shall not be good against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.

Sec. 1-50. – Ex Parte communications prohibited.

- (a) No person who is or may become a party or a witness to a hearing before the special magistrate shall communicate with the special magistrate concerning that violation except at the hearings provided for in this article. This restriction shall extend to any person appearing or interceding on behalf of a party, whether or not such person may have a direct, personal or financial interest in the property which is the subject of the alleged violation.
- (b) The special magistrate shall not communicate with any party, witness, representative of a party, or interceding person concerning any alleged violation except at the hearings provided for in this article.
- (c) Failure on the part of the special magistrate to comply with the provisions of this subsection* shall constitute grounds for removal of the special magistrate.

Sec. 1-51. – Appeals.

An aggrieved party, including the village council, may appeal a final administrative order of the special magistrate to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the special magistrate. An appeal shall be filed within 30 days of the execution of the order to be appealed.

Sec. 1-52. – Notices.

- (a) All notices required pursuant to this article shall be provided to the alleged violator by certified mail to the address listed in the tax collector's office for tax notices or to the address listed in the county property appraiser's database. The village may also provide an

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additional notice to any other address it may find for the property owner and, if the owner informs the village, in writing that notices should be sent to an alternative address, subsequent notices shall also be sent to that address. For property owned by a corporation, notices may be provided by certified mail to the registered agent of the corporation. Notice may also be by hand delivery by a law enforcement officer or code inspector; or by leaving the notice at the alleged violator's usual place of residence with any person residing there who is above 15 years of age and informing such person of the contents of the notice. In the case of a commercial premises, notice may be by leaving the notice with the manager or other person in charge of the commercial establishment.

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(b) In addition to providing notices as set forth in subsection (a) above, at the option of the special magistrate, notice may also be served by publication as follows:

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(1) Such notice shall be published once during each week for four consecutive weeks (four publications being sufficient) in a newspaper of general circulation in the county where the special magistrate is located. The newspaper shall meet such requirements as are prescribed under Florida Statutes Chapter 50 for legal and official advertisements.

(2) Proof of publication shall be made as provided in Florida Statutes § 50.041 and § 50.051.

(c) Notice of publication may run concurrently with or may follow an attempt or attempts to provide notice by hand delivery or by mail. Evidence that an attempt has been made to hand deliver or mail notice in compliance with this section, together with proof of publication as required herein, shall be sufficient to show that notice requirements of this article have been met without regard to whether or not the alleged violator actually received such notice.

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DIVISION 2. - SUPPLEMENTAL ENFORCEMENT PROCEDURES IN COUNTY COURT

Sec. 1-60. – Citation system procedure; issuance; filing; notice.

(a) The provisions of this section are additional and supplemental means of enforcing the village's codes or ordinances and may be used for the enforcement of any code or ordinance, or for the enforcement of all codes and ordinances. Nothing contained in this section shall prohibit the village from enforcing its codes or ordinances by any other means.

(b) A violation of this code is a civil infraction. A code enforcement officer, including any sheriff's deputy, is authorized to issue a citation to a person when, based upon personal investigation, the officer has reasonable cause to believe that the person has committed a civil infraction in violation of a duly enacted code and that the county court will hear the charge. The citation will be filed and heard in the county court.

(c) Prior to issuing a citation, a code enforcement officer shall provide notice to the person that the person has committed a violation of a code or ordinance and shall establish a reasonable

time period within which the person must correct the violation. Such time period shall be no more than 30 days. If, upon personal investigation, a code enforcement officer finds that the person has not corrected the violation within the time period, a code enforcement officer may issue a citation to the person who has committed the violation. A code enforcement officer does not have to provide the person with a reasonable time period to correct the violation prior to issuing a citation and may immediately issue a citation if a repeat violation is found or if the code enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare, or if the violation is irreparable or irreversible.

Sec. 1-61. – Form and content of citation.

Pursuant to Florida Statutes § 162.21(3)(c), a citation issued by a code enforcement officer pursuant to this article shall be in a form prescribed by the village and shall contain:

- (a) The date and time of issuance.
- (b) The name and address of the person to whom the citation is issued.
- (c) The date and time the civil infraction was committed.
- (d) The facts constituting reasonable cause.
- (e) The number or section of the code or ordinance violated.
- (f) The name and authority of the code enforcement officer.
- (g) The procedure for the person to follow in order to pay the civil penalty or to contest the citation.
- (h) The applicable civil penalty if the person elects to contest the citation.
- (i) The applicable civil penalty if the person elects not to contest the citation.
- (j) A conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, the person shall be deemed to have waived his or her right to contest the citation and that, in such case, judgment may be entered against the person for an amount up to the maximum civil penalty.

Sec. 1-62. – Deposit of citation with county court; refusal to sign and accept.

- (a) After issuing a citation to an alleged violator, a code enforcement officer shall deposit the original citation and one copy of the citation with the county court.

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(b) Pursuant to Florida Statutes § 162.21(6), any person who willfully refuses to sign and accept a citation issued by a code enforcement officer shall be guilty of a misdemeanor of the second degree, punishable as provided in Florida Statutes § 775.082 or F.S. § 775.083.

Sec. 1-63. – Application of article's provisions.

The provisions of this part shall not apply to the enforcement pursuant to Florida Statutes §§ 553.79 and 553.80 (the state building code adopted pursuant to Florida Statutes § 553.73) as applied to construction, provided that a building permit is either not required or has been issued by the village. For the purposes of this subsection, the term "building codes" means only those codes adopted pursuant to Florida Statutes § 553.73.

Sec. 1-64. – Penalty for violation.

(a) Findings of violations will subject the violator to a maximum fine of \$500.00. The fine for a violator who elects not to contest a violation citation shall be \$250.00.

(b) Any person charged with a violation of village code in county court may appear and contest the citation, and if found to be in violation, may appeal such finding as provided in the Florida Rules of Civil Procedure.

Sec. 1-65. – Notice to appear.

(a) Notwithstanding Florida Statutes § 34.07, a code enforcement officer, designated pursuant to this article, may issue a notice to appear at any hearing conducted by a county court if the officer, based upon personal investigation, has reasonable cause to believe that the person has violated village code. A notice to appear means a written order issued by a code enforcement officer in lieu of physical arrest requiring a person accused of violating the law to appear in a designated court or governmental office at a specified date and time. If a person issued a notice to appear under this section refuses to sign such notice, the code enforcement officer has no authority to arrest such person.

(b) Prior to issuing a notice to appear, a code enforcement officer shall provide written notice to the person that the person has committed a violation of village code and shall establish a reasonable time period within which the person must correct the violation. Such time period shall be no fewer than five days and no more than 30 days. If, upon personal investigation, a code enforcement officer finds that the person has not corrected the violation within the prescribed time period, a code enforcement officer may issue a notice to appear to the person who has committed the violation. A code enforcement officer is not required to provide the person with a reasonable time period to correct the violation prior to issuing a notice to appear and may immediately issue a notice to appear if a repeat violation is found, or if the code enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare or that the violator is engaged in violations of an itinerant or transient nature, as defined by local code or ordinance within the jurisdiction, or if the violation is irreparable or irreversible.

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DIVISION 3. – ENFORCEMENT BY CIVIL ACTION

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Sec. 1-70. – Civil actions to enforce village codes.

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In addition to other provisions of law or this code authorizing the enforcement of the village's codes, the village may enforce any violation of its code by filing a civil action, including actions alleging nuisance, in the same manner as instituting a civil action. The action shall be brought in county or circuit court, whichever is appropriate depending upon the relief sought.

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

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

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

Section 5. Pursuant to Florida Statutes § 166.041(4)(a), prior to the date the public notice of the public hearing for this Ordinance was published, the Village prepared and posted on its website a business impact estimate which included: a) a summary of the Ordinance, a statement of the public purpose to be served by the Ordinance, b) an estimate of the direct economic impact of the Ordinance on private, for-profit businesses in the Village, c) an estimate of direct compliance costs that businesses may reasonably incur due to the Ordinance, d) identification of any new charge or fee on businesses created by the Ordinance or for which businesses will be financially

responsible, e) an estimate of the Village's regulatory costs and of revenues from any new charges or fees imposed on businesses to cover such costs, and f) a good faith estimate of the number of businesses likely to be impacted by the Ordinance.

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

ADOPTED ON FIRST READING by the Village Council of the Village of Estero, Florida on the ____ day of _____, 2024.

ADOPTED ON SECOND AND FINAL READING by the Village Council of the Village of Estero, Florida on the ____ day of _____, 2024.

VILLAGE OF ESTERO, FLORIDA

Attest:

By: _____
Jon McLain, Mayor

By: _____
Carol Sacco, Village Clerk

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Management and Financial Policies

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WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
February 21, 2024

Agenda Item:

Bonita-Estero Rail-Trail (BERT)

Description:

The Trust for Public Lands (TPL) has informed the region that they have secured a purchase and sale agreement on the 14.9-mile segment of the Seminole Rail line from Alico Road to the southern terminus in Collier County for \$82M.

The acquisition of this corridor for a bike and pedestrian pathway is an exciting possibility for the Village – and, the region. This corridor was identified in the Village of Estero Parks and Open Space Master Plan and the Bike and Pedestrian Master Plan. The opportunity to create a major non-motorized north-south connection would become the backbone of an extensive trail system. The trail is important as it would connect schools, parks, and neighborhoods.

This corridor is believed to be that important that the Village, the City of Bonita Springs, Lee County and Collier County attempted to negotiate a purchase several years ago without success. The possibility of this purchase currently represents an exciting opportunity.

Financial Impact:

The announcement of an executed purchase and sale agreement is only the first step. The Village not the region, has resolved if this project can be afforded or how it would be financed at this time. Considerable work will need to be done to evaluate options for financing and who will pay.

Nonetheless, the opportunity is before us that did not exist only a few weeks ago.

Prepared by:

Steve Sarkozy



PROJECT, COST, TIMING

14.9 Miles from Wiggins Pass Rd. (CR888) in north Naples to Alico Rd in south Fort Myers

Acquisition of 130-foot wide rail corridor

\$82 million purchase; close by March 2026

FUTURE TRAIL STEWARDS

Lee and Collier Counties, City of Bonita Springs, Village of Estero

FUNDING PLAN

State Appropriations

Florida Sun-Trail Program

Local Ballot Measure

Community Development Block Grant

Federal RAISE Grant

Local Governments

Private Foundations / Donors

COMMUNITY VALUES

Trails and Greenways, Access to Parks, Safe Routes to Schools, Public Health, Economic and Tourism Development, Water Access, Transportation Alternatives

PARTNERS

Florida Office of Greenways and Trails

Florida Department of Transportation

Friends of BERT, Inc.

Trust for Public Land

STATE & REGIONAL SIGNIFICANCE

Part of the Florida Gulf Coast Trail

Economic and tourism development

Climate mitigation and adaptation

LEGISLATIVE DELEGATION

Senator Kathleen Passidomo

Senator Jonathan Martin

Senator Ben Albritton

Representative Adam Botana

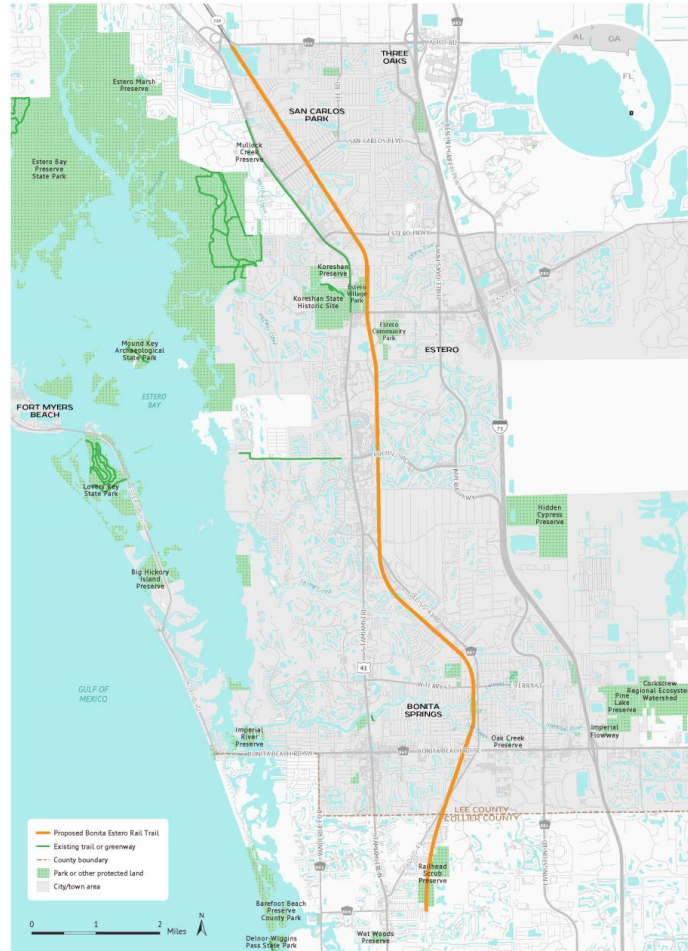
Representative Spencer Roach

Representative Tiffany Esposito

Representative Jenna Persons-Mulicka

Representative Mike Giallombardo

Bonita-Estero Rail-Trail Lee & Collier Counties, Florida



The Bonita Estero Rail-Trail (BERT) is a 14.9-mile, 130-foot-wide rail corridor extending from Alico Road in south Fort Myers to Wiggins Pass Road in north Naples. The BERT will serve more than 70,000 residents who live within a 10-minute walk or bike ride of the corridor. Converted rail corridors are the gold standards for trail construction, as minimal conflict with vehicles provides users a safer, healthier and superior trail experience.

BERT will fill a significant gap in the proposed Florida Gulf Coast Trail (FGCT), an ambitious 420-mile multi-use trail that will connect __ cities and 7 counties between St. Petersburg and Naples. BERT will provide an affordable and safe alternative route to schools, jobs and shopping. Acquiring the BERT rail corridor is a once-in-a-generation opportunity to significantly improve the quality of life for the people and communities of Lee and Collier Counties and beyond.

Connecting everyone to the outdoors™ 1

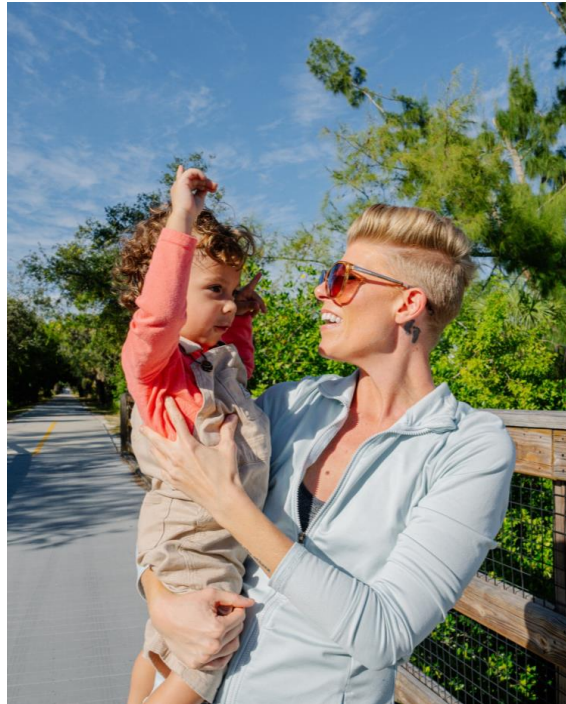
TRAIL BENEFITS

Trails and greenways have created thousands of new recreation and transportation opportunities across the United States, providing people of all ages and abilities with safe and accessible places to walk, hike, jog, and ride.

These trails connect people to the land and make communities more walkable and livable. Children find safer routes to school. Adults identify cost-effective exercise and commuting options. Neighborhoods find social gathering spots. And trails, especially rail-trail conversions, are extremely popular.

Corridors, like BERT, are more than nice amenities. Economic studies consistently find trails provide real economic benefits and investment returns to communities.

Whether daily commuters or out-of-town destination visitors, trail users bring business to local stores and restaurants with every trip. Businesses and home-owners are willing to pay more for property located closer to trails. Surveys of business owners looking to expand or relocate their businesses cite amenities such as a trail as important.



HOW DO WE DO IT

Working from more than 30 offices nationwide, TPL provides unrivaled expertise to address the conservation needs of the 21st century. Whether raising funds and protecting land or restoring natural spaces and building city parks, our range of services allows us to apply the resources and experience of a national organization to the unique challenges of communities across the country.

Over the last thirty years, TPL acquired more than 45 rail-trail corridors adding hundreds of miles of recreational trails within and between communities throughout the country.



The Trust for Public Land (TPL) is a national nonprofit that works to connect everyone to the benefits and joys of the outdoors.

FOR MORE INFORMATION:

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